



Certificate No FS596289



cctv • access control • door entry • electrical testing & installation • intruder alarms

Terms and Conditions

1. DEFINITIONS

MMV Contracting Limited "THE COMPANY" is the organisation responsible for the design, installation, and/or maintenance of the installation which is the subject of this CONTRACT, sometimes referred to as "our" or "we" in these Terms and Conditions. "THE CUSTOMER" is the person or organisation being a signatory to this CONTRACT, sometimes referred to as "you" or "your" in these Terms and Conditions. "THE PREMISES" are the PREMISES set out in the SPECIFICATION. "THE INSTALLATION" is the installed system as defined in the SPECIFICATION.

"INSTALLATION STANDARD" is the standard according to which the equipment is to be installed and/or maintained, together with any other formal requirements stipulated as a condition of the regulatory body by which the COMPANY is approved. "CONTRACT" means the QUOTATION, SPECIFICATION, and/or maintenance and acceptance together with these Terms and Conditions.

"SPECIFICATION" means the design SPECIFICATION Installation. It is an integral part of this CONTRACT. "QUOTATION" means the proposed price for the equipment (the package cost), its installation and/or maintenance as itemised in this CONTRACT and on the official quotation provided by the company.

"SIGN-OFF FORM" means the date on which the agreed installation is completed and/or the SIGN-OFF FORM has been signed.

2. GENERAL

The CUSTOMER can accept these Terms and Conditions either by:

- i) Replying via email accepting the Terms and Conditions along with other requirements defined in the QUOTATION and / or SPECIFICATION sheet.
- ii) Following a link provided through the e-mail sent by a COMPANY representative and accepting the Terms and Conditions, along with other requirements defined in the QUOTATION and / or SPECIFICATION sheet.

However, the CUSTOMER's acceptance will not be binding on the COMPANY until a confirmation e-mail from the COMPANY has been sent, detailing the installation schedule. For the purpose of interpretation, where the requirements of the SPECIFICATION/QUOTATION conflict with any clauses of these Terms and Conditions, the SPECIFICATION/QUOTATION requirements shall take precedence. All other Terms and Conditions not contained in/or implied by the CONTRACT are excluded. Nothing in these Terms and Conditions, stated or implied, shall detract from the CUSTOMER's statutory rights.

3. COSTS

i) The quoted costs may be revised if:

- a) you require the work to be carried out more urgently than agreed
- b) you change the SPECIFICATION

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- c) your PREMISES are in some way unsuitable for the equipment and this was not apparent during the course of telephonic/e-mail conversation or there are circumstances which we should have been made aware
- d) any other special circumstances that arise and we were not aware of in writing when supplying our original QUOTATION arise. This includes:
 - Re-visits of the installer/technicians/engineers for re-configuration of the system.
 - Remote viewing, where the CUSTOMER is responsible for the availability of a broad-band internet service, a router that provides the 'PORT-FORWARDING' function and a public (static) IP address.
 - the installation work is outside the working hours of 9.00am to 6.00pm Monday to Friday except statutory holidays. Requests made by the CUSTOMER to install outside these working hours will incur additional charges.
 - engineers are asked to work outside standard practices of installations. Unless stated on the Works Schedule or we were made aware in writing when supplying our original QUOTATION.

Installs should be carried out in easily accessible areas without the need of additional labour work.

This includes:

- Underground cabling
- Redecoration
- Building work
- Removal of floor boards, Carpet lifting / laying
- Erecting poles
- Steel trunking/capping
- Exceptionally high ceilings
- Drilling through walls thicker than 300mm

The above will incur additional charges as agreed by the COMPANY representative(s) if required.

Note: Additional charges may be made if our engineers/technicians/installers are not provided with access to doors, shutters, windows or any other areas where cables and equipment needs to be installed thereby incurring extra cable length.

4. COMPANY'S OBLIGATIONS

- i) We agree to complete the installation and hand it over in working order. We will always seek your agreement should changes to the SPECIFICATION be required during installation.
- ii) When we commission the installation and you are satisfied with the installation, a 'SIGN-OFF FORM' will be issued for you to sign.
- iii) We agree that, if any of our installation workmanship is found faulty within the first four weeks, it will be repaired or replaced at the company's expense, including call-out, provided you let us know as soon as the fault occurs. Maintenance/repairs/trouble-shooting (On-PREMISES) after the expiration of first

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four week period will be charged except where a 12 month on-site warranty is supplied as part of the quoted package.

5. CUSTOMER'S OBLIGATIONS

i) You agree to give us and our workers full access to your PREMISES to survey, measure, install, test and service the equipment. You also agree to provide an adequate electricity supply for the equipment to operate correctly. If our work is interrupted or delayed because of a problem with access, or the electricity supply is inadequate, we may make an extra charge. We are not liable if completion is delayed due to the circumstances beyond our control.

By signing the CONTRACT with us, you guarantee that you have full authority to allow the installation and no other consent is needed.

ii) The equipment does not belong to you until it has been paid for in full. If you do not pay the balance of the installation charge when due, we have the right to remove the equipment from your PREMISES without notice. By signing this CONTRACT with us, you irrevocably authorise us to enter your PREMISES to remove the equipment if payment remains outstanding.

iii) If you cancel our CONTRACT less than a week (7 calendar days) before the scheduled installation date, we may charge you for any equipment we have bought for your PREMISES and make a reasonable charge for damages for breach of CONTRACT. However, a general cancellation fee of a minimum £150 or 7% of the contracted amount, whichever is greater, shall be charged.

6. PRODUCT WARRANTY (Only for Quoted Products)

All products are sold as new. We guarantee all our products to be free of defects in workmanship and material for 1 year, unless otherwise specified, from the day CUSTOMERs receive their order. We will replace or refund items providing there is no evidence of CUSTOMER misuse or alteration. Warranty is 1 year 'return to base' if faulty. You will need to provide as much information as possible regarding the fault.

7. REMOTE VIEWING & IT ISSUES

If we are unable to configure the remote viewing on the day of the scheduled installation due to IT technical issues, ISP unavailability or lack of details such as Router IP address, user name & password then further charges will apply to remotely configure or revisit to complete the setup. The COMPANY cannot be held liable for CLIENT IT issues such as change of router, failed connection, change of Internet service provider, re-set of router, new mobile phone, loss of settings on the router or a new operating system.

8. LIABILITY

i) The COMPANY shall not be liable for the costs of any work, repairs or replacement of equipment which results from fire, electrical power surge, storm, flood, accident, neglect, misuse or malicious damage.

ii) The COMPANY does not warrant or represent that the operation of the installation will be uninterrupted or error free. The COMPANY provides the system to assist in the security of the CUSTOMER's

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PREMISES but does not thereby warrant the security of the property, the CUSTOMER, or the contents therein.

The COMPANY does not act and shall not be deemed to act as an insurer of the CUSTOMER's property or contents contained therein and give no warranty that by virtue of the installation of the system, the property or contents contained therein are completely secure or inviolable.

The COMPANY shall have no liability in CONTRACT for any loss suffered and in particular the COMPANY does not accept any liability whatsoever for any consequential loss or damage (including loss of earnings or profits) which may arise from any malfunction or defect of the system.

- iii) The Terms and Conditions given in this CONTRACT do not affect your rights under the Sale of Goods Act or Unfair CONTRACT Terms Act.

9. RIGHT OF ASSIGNMENT

The COMPANY shall be entitled to assign all or any of its rights under this agreement and to perform any of its obligations through sub-contractors. The CUSTOMER's rights under this agreement are not assignable or transferable with the prior written consent of the company.

10. FORCE MAJEURE

Any failure by the COMPANY to fulfil any of its obligations under the terms of this CONTRACT due to reasons beyond its control shall not be considered a breach of this CONTRACT.

11. APPLICABLE LAW

This CONTRACT is governed by the laws of England and Wales, Scotland or Northern Ireland as the case may be and each party submits to the jurisdiction of the courts thereof.

Colin Todd
Managing Director

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