

TERMS & CONDITIONS OF TRADE 2020

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1. Definitions

- 1.1. The 'Company' means Debt Squared Group Limited. (the Company)
- 1.2. The 'Customer' means the person association or company to be supplied with goods or services by the Company.
- 1.3. 'Products' means any goods or services provided by the Company or its Subcontractors to the Customer.
- 1.4. 'Proposal Form' means the proposal by the Company for the provision of Services and/or Equipment as accepted by the Customer
- 1.5. 'Services' means any services provided by the Company on a recurring or single event basis, as identified in the Proposal Form
- 1.6. 'Equipment' means security doors, screens and alarms and other materials, to be provided by the Company as identified in the Proposal Form
- 1.7. 'Hire' means the provision by the Company to the Customer of hired Equipment or Services.
- 1.8. 'Site' means the location at which the Equipment is installed, or the Services are provided by the Company.
- 1.9. 'Term' means the period of hire or for the provision of service

2. Agreement

- 2.1. These Terms apply to the agreement between the Company and the Customer. The Company is not prepared to provide the Services or Equipment on any other terms. Acceptance of the Proposal Form will be treated as acceptance of these Terms, whether or not express written acceptance is received by the Company from the Client. These Terms will prevail unless overridden by a clear term of the Proposal Form or expressly varied in writing signed by an authorised signatory of the Company. Except as expressly stated in these Terms: (a) all other terms, conditions, representations or warranties whether oral or contained/referred to in any order, letter, form of contract, document or communication sent by the Customer to the Company are excluded; and (b) all terms, conditions, warranties, stipulations and statements that would otherwise be implied or imposed by statute, at common law, by a course of dealing or otherwise are excluded to the fullest extent permitted by law.
- 2.2. Any statement, description, representation, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made orally by any of the Company employees or agents will not enlarge, vary or override these Terms. Unless otherwise stated in these Terms, any variation of the Contract will only be effective if it is in writing and signed by or on behalf of all parties. In the event of any conflict between the Terms and the Order Form the Terms will prevail.

3. Alarm Monitoring & Response and Supply of Equipment

- 3.1. The Company provides
- 3.2. Monitoring services for the alarm it provides manned response to alarm activations.
- 3.3. Supply of Equipment for property security purposes
- 3.4. No guarantee is given that any such services will prevent loss to the Customer and no liability can be accepted in respect of alarm monitoring liabilities how so ever incurred under whatever circumstances.
- 3.5. With effect from the Commencement Date, the Company shall, throughout the Term of the Agreement, provide the services as set out in the Proposal Form to the Client.
- 3.6. The Company shall provide those services with reasonable skill and care, commensurate with prevailing standards in the sector in the United Kingdom.
- 3.7. The Company shall act in accordance with all reasonable instructions given to it by the Customer provided such instructions are compatible with the specification of Services provided in the Agreement.
- 3.8. The Company shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of its services.

4. Right to Subcontract

- 4.1. the Company may from time to time sub-contract some or all of its obligations in providing Services/Equipment to the Customer. Any rights or limitations under the Contract applicable to the Company will also apply to the Company's sub-contractor.

5. Retrieval of Equipment – Forcing Entry to Customer Premises

- 5.1. The company retains the right to remove equipment from the Customers premises. The Customer will be given 24 hours written notice of the right for removal. If circumstance justify the requirement for forced entry into the Customers premise – minimum force will be used. The Company will not be liable for consequences of such forced entry Including without limitation any damage to property resulting from the forced entry.

6. Sublet or Rehire of the Company's Equipment

- 6.1. The Customer shall not sublet the Hired Equipment or transfer this Hire or the equipment to a third party without the written permission of the company or otherwise provided in the proposal form.

7. Limit of the Company Liabilities

- 7.1. The Company does not accept liability for losses incurred by Customers howsoever these arose and regardless of the circumstances of the loss. The Company provides equipment and services in good faith but cannot accept any liability from losses directly or indirectly incurred during such provision. The Customer should insure to the fullest extent to protect against these losses. This includes but is not limited to the actions, of squatters, intruders, and travellers.

8. Force Majeure

- 8.1. Save in respect of payment obligations the Company will not be liable to the Customer for any failure or delay in the performance of any obligation under the Contract to the extent to which performance of that obligation is prevented, frustrated, hindered or delayed as a direct result of any cause beyond its reasonable control including (but not limited to): natural disasters, national emergencies, government intervention, civil disturbance, official or unofficial industrial action or breakdown of machinery, pandemic or national emergencies.

9. Payment Terms

- 9.1. The Company's standard payment terms are 30 days; these may be varied at the company's discretion. All prices are quoted net of vat which is charged at the UK Government's set rate.

10. Late Payment

- 10.1. In the event that any payment becomes overdue any and all other invoices submitted by the Company to the Customer shall immediately become due and payable. Without prejudice to any other rights of The Company if The Customer fails to pay the invoice price in full by the due date it shall pay interest to The Company. Interest will be charged on any overdue amount from the date on which payment was due to that on which It is made (whether before or after judgement). The interest will accrue on a daily basis at a rate of 4% per annum over the Bank of England base rate per annum and shall reimburse the Company all costs and expenses (including but not limited to legal costs) incurred in the collection of any overdue amount.

11. Invoicing and Charges

- 11.1. The charges for equipment starts at the date and time of the commencement of installation, following receipt by the Company of a written order from the Client. The charges for services commence on the first date of provision of the services/supply of equipment.

- 11.2. Queries relating to the Company invoice should be raised within the 30-day payment term. Queries raised after the 30-day period will not be considered and invoices will be deemed due for payment.
- 11.3. Invoices for rental equipment are raised for payment in weekly instalments. The minimum charging period is one week or as stated in our proposal form. Invoicing periods will commence on the Monday of each week and end on the following Sunday of the same week.
- 11.4. Outright Sale of Items
- 11.4.1. If at the request of the Customer, the Company agrees to sell any of its Equipment to the Customer then unless otherwise agreed the sale is on as seen basis without any warranty as to quality or fitness for purpose. Risk in the Equipment shall pass to the Customer on delivery following which the Customer shall have 7 days in which to accept or reject the Equipment. Risk shall only revert to the Company on safe return of the Equipment. Costs of delivery and/or return shall be borne by the Customer. Title shall pass to the Customer on payment for the Equipment.

12. Charges for Damaged and Lost Equipment

- 12.1. In the event that the Company's equipment is damaged or lost in the course of provision of services to The Customer a charge will be raised. Supporting evidence will be provided to the Customer in respect of the loss. The charge will be raised based on the Company lost or damaged equipment price list which is available to view on demand.

13. Maintenance and Repairs

- 13.1. The Company shall maintain the equipment to the standards specified by the relevant manufacturers. Only official parts (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) shall be used for maintenance and repair work. All Equipment will be fully inspected, cleaned and (where necessary) maintained prior to each Hire.
- 13.2. The Customer will not attempt to make any repairs to the Equipment without the prior written consent of the Company. When the Company is contacted in this regard it shall have the option of replacing the Equipment or repairing the Equipment itself. The Company will either recall the equipment to its Premises or dispatch personnel to the Customer Location or give the Customer permission to make the necessary repairs. The cost of such replacement or repairs shall be borne by either the Company or the Customer, the responsibility being determined by the reasons for the replacement or repairs.
- 13.3. If parts require replacement during the Hire Term, the Company shall have the option of supplying such parts to the Customer or supplying replacement Equipment or a suitable substitute (that is, Equipment capable of performing the same tasks as that which it replaces).
- 13.4. Any parts and/or substitutes provided under this clause shall be replaced free of charge by the Company provided that such replacement is necessitated by nothing more than normal wear and tear. Additional damage may result in the Customer being charged for the cost of replacement parts, associated labour, and / or the cost of providing substitute Equipment.

14. Insurance

- 14.1. The Company does not provide insurance cover for the Equipment provided to the Customer. The Customer will therefore be required to arrange for fully comprehensive insurance for the cover for the equipment provided for the duration of the hire term. Such insurance must cover third party liability, loss, and damage accordingly:
- 14.2. The Company shall require proof of such insurance prior to releasing the Equipment to the Customer.
- 14.3. If any event occurs for which an insurance claim may be made either by the Customer or a third party, the Customer shall immediately inform the Company and shall not admit any liability without the prior consent of the Company. Such notification and consent shall be made using the most immediate means possible (usually telephone contact) and subsequently verified in writing.

15. Theft of Equipment

15.1. If any of the Equipment is stolen the Customer must firstly inform the police of the incident, providing all details requested. The Customer must then inform the Company, providing all details of the incident including information provided by the police including, where relevant, the crime reference number.

16. Liability and Indemnity

16.1. The Company will not be liable

16.1.1. to the Customer for any failure or delay in performing the Company's obligations where such failure or delay results from Force Majeure.

16.2. In contract or tort (including negligence) by reason of any breach by it of any term of these Terms and Conditions or other express term of the Hire Agreement, or breach by the Company of any implied warranty, condition or other term, or any negligent or innocent misrepresentation, or any negligence or other duty at common law, for any:

16.2.1. loss of use or unavailability of any Equipment.

16.2.2. interruption to business.

16.2.3. loss of income, revenue, business.

16.2.4. loss of business opportunity.

16.2.5. loss of profit or contracts.

16.3. for loss of anticipated savings; or

16.4. for any indirect, special or consequential loss, damage, costs, expenses or other claims.

16.5. for any claims arising from any act or omission by the Company or any of its agents or employees or sub-contractors or any other person or entity in connection with the performance of the Company's obligations arising under these Terms and Conditions and the Hire Agreement.

16.6. For any personal injury or damage to property which results from the improper use of the Equipment.

16.7. Nothing in these Terms and Conditions is intended to or will exclude or limit the Company's liability for death or personal injury caused by its negligence (including that of its employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

16.8. Without prejudice to any of the above provisions of this Clause 15, the Company's total liability under these Terms and Conditions shall be limited as set out in clause 29.1 below

17. Notification of Off-hire and End of Service Instructions

17.1. The Company will continue to raise invoices until written notification of the requirement to remove equipment or to cease the service is received from the Customer. Final invoices will be raised calculated on the basis of the agreed minimum charging periods.

18. Customer's Responsibilities to the Company

18.1. If a Customer ('the first Customer') should sell, transfer, assign or let any premises where the Equipment is installed without first obtaining written confirmation to the company from the person to whom the premises are being sold, assigned or transferred/let that it agrees to be bound by these terms and conditions as if it were the Customer, then the first Customer shall remain fully liable to the company under this agreement, fully liable for any and all breaches of this Agreement and shall indemnify the company in full for all costs incurred in retrieving or writing off the equipment concerned.

18.2. The Customer is responsible for the safe custody of the Company's equipment and shall insure it and keep the same insured against all risks. The Customer must inform the Company of any shortages in quantity delivered and/or installed within one business day of the goods being delivered.

- 18.3. Hire charges for any lost or stolen equipment will remain payable up to and including the termination of the contract or the day the company receives payment from the Customer in full for the value of the equipment lost or stolen. The Company reserves the right to inspect the installed equipment periodically during the course of the Hire period and make a charge for any damaged or lost equipment based on that inspection.
- 18.4. The Customer, its employees, contractors, or agents shall not under any circumstances move, take down, relocate, dismantle, or refit any or all of the hired equipment at any time. All such actions must be performed by the company upon request by the Customer and the Customer and is subject to the company's charges.
- 18.5. All equipment remains the property of the company. The following shall constitute an event of default under this Hire: (a) any hire and/or installation charges and/or damaged or lost equipment charges payable under these terms are In arrears for more than 30 days; (b) Customer falls to pay the Company Charges; (c) Customer becomes Insolvent, unable to pay its debts as they become due or any case or proceeding under any bankruptcy or insolvency law is commenced with respect to the Client; (d) the Equipment or any amounts due hereunder become the subject of a lien or other such encumbrance; or (e) the Customer violates any other terms or conditions contained herein or on any order.
- 18.6. If any such event of default occurs, the company may terminate the agreement after giving the Customer seven days written notice verbally or in writing and thereupon, the company shall have the right using all reasonable means to enter any premises on which the equipment may be located and retake possession thereof. The Company has the right to repossess the equipment without any liability to the company for such forcible entry or for damage to property resulting at the time or thereafter from the removal of Hired Equipment. Any failure of the Company to enforce its rights under these terms shall not be considered a waiver of those rights by the Company.

19. Customer Continuing Liability

- 19.1. If a Customer ('the first Customer') should sell, transfer, assign or let any premises where the Equipment is installed without first obtaining written confirmation to the company from the person to whom the premises are being sold, assigned or transferred/let that it agrees to be bound by these terms and conditions as if it were the Customer, then the first Customer shall remain fully liable to the company under this agreement, fully liable for any and all breaches of this Agreement and shall indemnify the company in full for all costs incurred in retrieving or writing off the equipment concerned.

20. Company Warranties

- 20.1. The company will take reasonable steps to ensure that the hired Equipment is in working condition as of the date of its delivery to the Client. The company makes no warranties, either expressed or implied, as to the merchantability or fitness for particular purpose of the Products other than those contained herein. The Customer agrees that the company is not liable for any failure of the equipment or services resulting in loss damage or injury directly or indirectly from defective material faulty workmanship or otherwise howsoever arising and the charges payable under this agreement have been fixed on the assumption that all insurance costs in this respect are carried by the Customer. In the event that notwithstanding the provisions above, the company is found liable for loss or damage, that liability shall in no event exceed the amount referred to in clause 26.1 below
- 20.2. Where the Company or Its contractors are to provide a response service to alarm activations, it may provide an indicative average response time. This is for illustration purposes only and the company does not warrant or provide any guarantees whatsoever that the quoted average response time will be achieved. Whilst the company will endeavour to achieve the average response time no liability whatsoever, however arising, can be accepted for losses incurred through failure to meet the target average response time.
- 20.3. Equipment and services provided during the Warranty Period will materially comply with any specification or description provided with/in the proposal form. This is provided that these are used in accordance with the manufacturer's instructions and/or such other instructions as the Company may provide to the Client; (b) the services will be provided with reasonable care and competence.

20.4. Unless otherwise stated in these terms the Company does not give any warranties or assurances (either express or implied) as to the suitability or fitness of the equipment and/or Goods and/or Services for any particular purpose. The Customer acknowledges and agrees that the Services are only intended to provide a reasonable deterrent to unauthorised access to the Site, to detect the presence of certain events (e.g. intruders or fire) or to provide other services (e.g. cleaning, rubbish clearance, disconnection of utilities or installation of locks and glazing) as set out in the proposal. . The Company does not in any event warrant or guarantee that equipment and/or services will prevent unauthorised access to the Site, prevent any event, occurrence or leak at a Site or loss or damage to any assets, and the Customer accordingly agrees that the Company will not be liable for any loss or damage of any nature how so ever caused regardless of the circumstances.

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- 20.3. Equipment and services provided during the Warranty Period will materially comply with any specification or description provided with/in the proposal form. This is provided that these are used in accordance with the manufacturer's instructions and/or such other instructions as the Company may provide to the Client; (b) the services will be provided with reasonable care and competence.
- 20.4. Unless otherwise stated in these terms the Company does not give any warranties or assurances (either express or implied) as to the suitability or fitness of the equipment and/or Goods and/or Services for any particular purpose. The Customer acknowledges and agrees that the Services are only intended to provide a reasonable deterrent to unauthorised access to the Site, to detect the presence of certain events (e.g. intruders or fire) or to provide other services (e.g. cleaning, rubbish clearance, disconnection of utilities or installation of locks and glazing) as set out in the proposal. . The Company does not in any event warrant or guarantee that equipment and/or services will prevent unauthorised access to the Site, prevent any event, occurrence or leak at a Site or loss or damage to any assets, and the Customer accordingly agrees that the Company will not be liable for any loss or damage of any nature how so ever caused regardless of the circumstances.

21. Customer Warranties

21.1. The Customer warrants that it is the owner, or the authorised agent of the owner, of any site at which it instructs the Company to provide the products. The Customer further warrants that the site will not be occupied at the time at which the Company has been instructed to provide the Products or that if the property is occupied at that time that the occupier(s) have no objection to the provision by the Company of the Products and Services at the Site.

GENERAL

22. Removal of Waste

22.1. The Company takes no responsibility for waste once removed from site on Customer's Instructions.

23. Access to premises and Condition of Working Environment

23.1. The Customer will provide access for the Company's employees, agents and sub-contractors works at reasonable times given written notice of instructions and proposed site visits. In the event that access is denied or not achievable the Company will raise a charge for time lost by its employees in an aborted visit at the appropriate rate.

23.2. The Customer shall provide adequate lighting, heating, and hot water to enable the Company to carry out its work. In the absence of safe and secure working environment the Company reserves the right to cancel works and to raise an abortive charge accordingly.

24. No Waiver

24.1. No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

25. Further Assurance

25.1. Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

26. Costs

26.1. Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

27. Set-Off

27.1. Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

28. Time

28.1. The times and dates referred to in the Agreement shall be for guidance only and shall not be of the essence of the Agreement and may be varied by mutual agreement between the Parties.

29. Severance

29.1. In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

30. Notices

30.1. Written notice shall be deemed received when deposited in the Royal Mail or via email, mobile phone text or mobile phone messaging service authorised mail carrier, addressed to the Customer at the address indicated on the Company's order form or given verbally to the company. Verbal notice shall be deemed to include notification in person, by fax, email, mobile telephone text, mobile phone messaging service by telephone or by the leasing of a voice mail or answering machine message.

31. Claims and Dispute Resolution

- 31.1. The Customer shall not be entitled to make a claim against the company unless such a claim is made in writing within 28 days of the event giving rise to such claim and containing sufficient information to enable Debt Squared Group to carry out an investigation. In any event, the size of the claim shall not be greater than the monies paid to Debt Squared Group for the services provided. Debt Squared Group shall in no circumstances be liable for any consequential loss howsoever caused including but not limited to loss of profit or business interruption.
- 31.2. The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 31.3. If negotiations under sub-Clause 29.2 do not resolve the matter within 28 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.]
- 31.4. If the ADR procedure under sub-Clause 29.3 of the Agreement does not resolve the matter within 28 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 31.5. The seat of the arbitration under sub-Clause 29.3 of the Agreement shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 31.6. Nothing in this Clause 29 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 31.7. The decision and outcome of the final method of dispute resolution under this Clause 29 shall be final and binding on both Parties.

32. Commercial Confidence and Intellectual Property

32.1. The Customer unless otherwise required by law: (a) only use/disclose the Confidential Information supplied by the Company for the purposes or its rights and obligations in connection with the Contract; and (b) take all reasonable steps (including the insertion of relevant clauses in its contracts of employment and contracts for services) to safeguard and protect the Company confidential Information which it receives, from unauthorised use, disclosure or access.

33.2. The Customer acknowledges that the intellectual property rights in the Services (including the equipment) belong to, or are licensed to the Company, and the Customer will comply with any instructions issued to it by the Company in relation to any such intellectual property.

33. Data Protection

- 33.1. All personal information that the Company may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Client's rights under the GDPR.
- 33.2. For complete details of the Company's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Client's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Company's Privacy Notice.

34. Data Processing

- 34.1. Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. Neither this Clause 12 nor the Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation and shall not remove or replace any of those obligations.

35. No Waiver

- 35.1. No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

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- 36.1. Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

37. Costs

- 37.1. Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.