

# TERMS AND CONDITIONS

## 1. Definitions

- (a) The "Company" is Medicare Systems Limited
- (b) The "Contractor" is Medicare Systems Limited or its nominated sub-contractor.
- (c) The "Customer" or "The Buyer" is the person or organisation that has placed the order for the system.
- (d) The "Company's" Equipment" includes all the software supplied with the System which remains the Company's property at all times and is copyright.
- (e) The "System" is the equipment as set out in the quotation.
- (f) The "Customer's Equipment" is all the components of the System not belonging to the Company.
- (g) "Service Visits" - These are available during office hours subject to the conditions in clause 4
- (h) "Installation date. This shall be agreed between the Company and the Customer.
- (i) The "Order" - The Specification and notes attached form part of this Agreement.
- (j) The "Premises" mean the installation address referred to in the Order.

## 2. The basis of the order, sale and installation

- (a) The Order is based on the Contractor being given unrestricted access to the Premises during normal working hours (9.00am to 5.30pm Monday to Friday) and the installation being carried out without any delays occasioned by the Customer in accordance with the Contractors working procedure. The Company and/or the Contractor shall be entitled to make an extra charge in addition to the installation fee if the work of installation is impeded by any stoppage or delay on the part of the Customer or any other contractor engaged by or for the Customer.
- (b) The Customer shall advise the Contractor of the existence of, and point out the location of, concealed water, gas, electricity, telephone or other service wiring or pipes before work commences. In the absence of such advice, neither the Company nor the Contractor will accept liability for any damage whatsoever; neither will the Company nor the Contractor be responsible for any damage caused by structural defects or similar matters in the Premises.
- (c) The Order excludes costs incurred by the Company or the Contractor in carrying out any cabling work, redecorating or making good.
- (d) The order excludes the removal of old nurse-call systems, in addition to making good and fitting plates to cover old nurse-call systems unless agreed in writing by the Company prior to the installation date.
- (e) The Order has been compiled without full knowledge of the building or furniture arrangements and positioning of associated fittings. When these are known, changes may be required to the positioning, type and quantity of equipment required. The Customer should take careful note and advise the Company and Contractor of any alterations to the proposed scheme or the premises of which he may reasonably be expected to have knowledge. These changes may incur additional charges.
- (f) The Order includes one briefing and demonstration of the System to the Customer or other representative. The Company may charge for any additional instruction.
- (g) The Company will void any warranty on its equipment where any device is added to it that is not approved by the Company.
- (h) The Customer shall provide at his own expense a 13-amp non-switchable socket outlet for each display panel, repeater, power supply, paging transmitter and any other mains powered devices contained in the system specification. The outlets must be sited within one metre of any item requiring a 230 volts mains electricity supply and the socket is to remain 'live' at all times.
- (i) It is the Customers responsibility to check the existing Order together with the proposed Order of additions and alterations to ensure that the completed System meets the Customers' requirements.
- (j) It is the customer's responsibility to specify locations of all equipment to be installed which shall be confirmed with the installing engineer at the pre-installation survey.
- (k) If locations have not been specified the Company or the Contractor shall install to the Medicare Standards, locations and measurements may vary depending on the nature and layout of each specific location.

## 3. Payment

The Title of all equipment shall remain with the Company until paid in full.

- (a) The Customer shall adhere to the payment terms of full payment on installation, or as specified on the Order. If these terms are not met the Company reserves the right to:
  - i. Cancel the Contract or suspend any further deliveries or service to the Customer.
  - ii. Recover all costs incurred in the installation and removal of equipment.
  - iv. Add interest (both before and after any judgement) on the amount unpaid at the rate of 8% per annum above the Bank of England base rate from time to time until the payment is made in full.
- (b) VAT is added at the current rate at the time of the invoice. Should the Customer claim exemption from VAT, an exemption certificate must be given to the Company each time an invoice is raised.
- (c) The Company reserves the right to claim the VAT back from the Customer if the exemption is not permitted under the Customs and Excise regulations.
- (d) If the Company payment terms are not met, we reserve the right to delay final commissioning or decommission the System until full payment is received.

#### **4. Use of the system and Warranties**

Interference, adjustments or alterations to the System by anyone other than the Company's employees will invalidate the Warranty

(a) The Company shall during the period of twelve months from the installation date, carry out at its own expense any repairs or replacements of faulty equipment excluding damage caused by defective batteries, negligence, wilful damage, power surges or Acts of God.

(b) The Customer shall notify the Company in writing of any fault or defect appearing in the System and permit the Company to take any steps it deems necessary for the repair of the same.

(c) Should a fault occur during the warranty period the Company will, at its discretion:

i. Provide a service visit to site

ii. Despatch replacement

(d) Warranty services will be provided during normal working hours of 8.45 am until 4.00pm Monday to Friday excluding bank holidays.

#### **5. Claims and Limitations on the Liability of the Company and Contractor.**

The Customer must inform the Company and Contractor in writing of any incident or circumstance whatsoever which gives rise to any claim by the Customer against the Company or Contractor within seven days of the occurrence of such incident or circumstance. Such information must include the full details known to the Customer of the date, time, circumstance and or cause of any loss or damage, the basis of the claim or possible claim against the Company and or Contractor, and all damage or loss incurred or suffered by the Customer or any other person. No claim will be considered unless this condition is strictly complied with, and any breach whatsoever of the Customer's obligation hereunder shall release the Company and Contractor from its liability in any respect arising out of such incident or circumstance.

(a) The Company or Contractor will indemnify the Customer against direct damage or injury to property or persons to the extent caused by the Company's or Contractor's negligent acts or omissions during the performance of this Agreement but not otherwise by making good such damage to property or compensating for personal injury provided that:

i. The total liability in respect of damage to property shall not exceed £100,000 in respect of each and every claim.

ii. Neither the Company nor the Contractor shall be liable for consequential loss, damage or injury of any kind whatsoever.

(b) The Customer acknowledges that the Company and the Contractor has no special knowledge of the nature and value of the contents of the Premises in which the System is to be installed or of the nature of the risks to which the Premises and their contents will from time to time be exposed. The Customer agrees that the Customer may be expected by the Company or the Contractor to have knowledge of such matters and in the Customer's interests to insure against relevant risks. Accordingly, the Customer agrees that it is fair and reasonable that the Company and the Contractor should limit its liability as set out above.

#### **6. Indemnities Given by the Customer.**

The Customer shall indemnify the Company and or Contractor or any of its employees, agents, representatives or other contractors against any claim whatsoever made against it by anyone other than the Customer for any loss or damage to any goods or any damage to property at, on or from the Premises, whether such a claim arises from any negligence or breach of contract on the part of the Company and or Contractor or its employees, agents, representatives or other contracts or otherwise.

This clause applies if:

i. The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or

ii. An encumbrancer takes possession, or a receiver is appointed, of any of the property assets of the Buyer or

iii. The Buyer ceases or threatens to cease to carry on business or

iv. The Company reasonably believes that any of the events mentioned above is about to occur in relation to Buyer and notifies the Buyer accordingly.

v. If this clause applies then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel or suspend any further deliveries under the contract and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement to the contract. Risk and Property. Until such time as the title in the goods passes to the Buyer, the Company shall be entitled at any time to require the Buyer to deliver up the goods to the Company, and if the Buyer fails to do so, to enter any premises of the Buyer or any third party where the goods are stored and repossess the goods.

#### **7. The Contract**

The laws of England shall govern the contract.