

Essential Install Services Limited, Terms and Conditions of Sale

All contracts for the sale of products or services made by Essential Install services Ltd, 'Essential Install Services are deemed to include these Terms and Conditions of Sale (the Terms), which shall prevail over any other document or communication between the parties unless otherwise agreed in writing.

For the purposes of this document The Term Product shall include vehicle tracking systems, Vehicle CCTV, Parking sensors, Pedestrian warning systems, Bluetooth Hand free Systems, Vehicle Security and any ancillary equipment and accessories.

The term Services shall include delivery, installation, repair and replacement of Products and the provision of data, reports and other information by any medium, the term shall mean any subscriber identity module used in any of the Products,

The term Customer shall mean any company, partnership, association or individual entering into a contract for the purchase or rent of Products or Services from EIS Limited . If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the rest shall not be affected. Each of the parties agrees that these Terms represent the entire agreement between them.

Any notice to be given in respect of these Terms by either of the parties shall be in writing and delivered to the registered office or principal place of business of the other.

EIS Limited Prices, Payment Terms and Rental Periods

Prices are only valid if expressed in writing by EIS and only for the quantity of Products and time period stated in its quotation or order confirmation. If not stated, the validity period is 30 days. Unless otherwise stated on EIS 'order confirmation or invoice, payment of all invoiced amounts shall be made within 30 days of the date of invoice or before any due date for payment shown on the invoice. If any payment is not made by the Customer by the due date, EIS reserves the right to charge interest at the rate of 5% above the Lloyds Banks base rate until payment is received in full.

The Customer is not allowed to lease or hire the Products from a third party company, it is the Customer's responsibility to ensure that all lease or hire agreements, payment guarantees, acceptance notes and initial payments are completed satisfactorily within 7 days of delivery. If the Customer fails to comply with this requirement or the 3rd party fails to pay EIS LIMITED within 30 days from delivery then EIS shall invoice the Customer directly for the Products at its published prices and such invoice shall be payable by the Customer within 7 days.

Installation costs per vehicle are as follows,

- Standard Installation from £50 Radios, Tracking, Dash Cams
- Destall from £35
- chargeable services call from £45
- De-Re £85
- Out of hours service calls are subject to additional costing
- all prices are exclusive of vat.

Commercial costs per vehicle are as follows

- Camera CCTV systems Installation £500
- Side Scan / Turn Alarm £300

EIS Limited Company Operating Times and bookings

EIS staff and office operate between 08.30 and 17.00 Monday to Friday are are closed on weekends and public holiday, our out of hours answering service will be picked up as and when possible, for emergency out of hours assistance email to info@eiservices.co.uk All booking require 24 hours' notice for cancellation otherwise a 50% cancellation will be charged or taken from initial payment taken, unconfirmed booking will be held for a maximum of 24hr, out of hours booking inc weekends and between 17.00 and 08.30 are booked at the engineers discretion

EIS Delivery and Installation

All delivery times and dates are approximate, but EIS shall use its reasonable endeavours to respect them. Time shall not be of the essence, and EIS shall not be liable for any loss or damage resulting from late delivery or from its failure to respect an appointment for installation. If the Customer delays the installation of any Products beyond 30 days from the date of the first Product installation for that order, EIS LIMITED shall be entitled to deliver the remaining Products to the Customer's delivery address and the order shall be deemed to be complete.

In the event that installation or removal of the equipment is carried out by the Customer or a person appointed by the Customer, EIS LIMITED shall not be liable for any loss or damage whatsoever, arising directly or indirectly, as a result of any negligence. Missed or cancelled appointments failed by the customer to vehicle/s not on site, vehicle/s unsafe to work on, customer not available incorrect paperwork completed or any reason uncontrolled by Fleet Trackers will be chargeable.

EIS LIMITED Warranties

EIS LIMITED guarantees to the Customer that the Products purchased will be free from defects for a period of 12 months from delivery / installation unless otherwise stated on the order confirmation. Should the Products be defective within this period, EIS LIMITED will repair or replace them within a reasonable time using components or replacements that are new, or equivalent to new. In the case of Products rented from EIS LIMITED this guarantee will continue for the duration of the Product Rental. After the rental period the contact will switch onto our 30 day rolling contract, the warranty will expire after the initial rental contact period, unless a new contact is started. Lifetime Warranty is for the life of the unit is rented under contract, replacement unit and service charges applied if a new rental agreement is not signed. Any problems that a vehicle develops due to a faulty equipment or installation are to be report within 24hr, we require to view all problems before any work is carried out by a third party unless authorisation from EIS, we will not be held for any repair work done to a vehicle/s before any inspection from EIS or a EIS representative

EIS LIMITED does not warrant that the Products are fit for any particular purpose, nor that that the Services will be without disruption, nor that any reports, data or information provided as part of the Services will be free from errors, omissions, inaccuracies or nonconformities, and EIS LIMITED shall have no liability or obligation to the Customer in this respect except as provided hereunder.

EIS LIMITED makes no warranty for the security or integrity of any connection or transmission used in the provision of the Services.

Replacement units out of warranty / damaged will be charged at our standard price of advertised on our website

EIS LIMITED shall not be liable for and provides no warranty for any damage caused by the Customer or his representative or any unauthorised 3rd party through incorrect installation, use, modification or repair of the Products, nor for any accidental or other damage to the Products caused by any party or external force. Warranty and non-warranty service call/s are carried out on a 72 hours turn around where possible.

EIS LIMITED Title and Risk

Title in Products purchased by the Customer passes upon full payment and until then the Customer must insure and store the Products separately and maintain them in good order. Title in Products rented by the Customer shall remain vested in EIS LIMITED and these Products must be returned to EIS LIMITED at the expense of the Customer in good order at the end of such rental. Title in the SIM Card shall remain vested in EIS LIMITED, or its provider of SIM Cards, in all circumstances Risk in the Products passes to the Customer upon their delivery to the Customer's designated delivery address, regardless of whether installation has been completed or not.

EIS LIMITED SIM Cards

The Customer shall not remove, or permit or allow others to remove, any SIM Card from any of the Products. The Customer is responsible for the loss or theft and any consequent (including fraudulent or improper) usage of the SIM Cards. In the event that EIS LIMITED has reasonable grounds to believe that the Customer may be in breach of the provisions of this clause, EIS LIMITED may, at its sole discretion, discontinue the provision of Services to the Customer on any one or all of the Products supplied to the Customer.

EIS LIMITED Confidentiality

Both EIS LIMITED and the Customer must treat all information received from the other marked 'Confidential', or which is reasonably obvious to be confidential, as it would treat its own confidential information. Information that is to be considered confidential may include, but not be limited to: business plans, lists of customers, operational and technical data and product plans. The provisions of this clause shall survive the termination of any contract between The Customer and EIS LIMITED by three years.

EIS Work Safety

EIS and its engineers require to work on a vehicle/s in a safe working environment, we require to be able to open all door and boot and bonnet with a safe distance between said vehicle and any obstacles, we are unable to work on the road side if work is to be carried out on both sides of a vehicle, we may ask for a vehicle to be moved to a safe position or a safe area if possible, if no safe area is available the job may be cancelled, no cancellation will be charged if no area is available, there may be changes if the owner is not willing to move the vehicle, due to vehicles electrics some installations can not be completed in wet weather conditions

Immobilisation

Text immobilisation and system immobilisation uses sim card data, this functionality must only be used when a vehicle is within a good signal area and the vehicle is stationary with the ignition off, failure to do say may result in a vehicle being left immobilised if there is no signal to receive a command from the system or a text msg to mobilise, Fleet Trackers will not be held reasonable for stranded vehicles due to poor signal immobilisation commands being used e.g. underground carparks, known blackspots, emergency restart call outs are charged at our standard rate, out of hours service calls are charge at £300 persistent call out will result in the feature being removed, a confirmation text or symbol will show when a vehicle is its mobile or immobile state. Some vehicles are not possible to be fully immobilised due to style of engine i.e Hybrid and also manufactures warranty issues. Fair usage allowance, fleet trackers will provide up to 150 text immobilisations commands within its monthly allowance, please note each time a text command is sent to mobilise and un-immobilise a vehicle is a single text, text are charged at 18p there after the monthly allowance. Please allow up to 300 seconds for your unit to respond to a text command

EIS LIMITED Liability

Nothing in these Terms shall exclude or limit EIS LIMITED 'liability for death or personal injury caused by EIS LIMITED 'negligence nor its liability for fraudulent misrepresentation Without prejudice to any other provision of these Terms, in any event EIS LIMITED 'total liability for any one claim or for the total of all claims arising from one act of default on EIS LIMITED 'part (whether in tort, contract, negligence or otherwise) shall not exceed the total amount paid by the customer for the Products or Services in respect of which a claim is made. In the case of any claim made against EIS LIMITED for disruption to the Services or any errors in the Information provided, EIS LIMITED liability shall not exceed the total price paid by the Customer for the Services for the duration of any such disruption or errors and only in respect of those Products for which the Services were affected. EIS LIMITED shall not be liable to the Customer for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect or consequential losses.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Termination

EIS LIMITED may terminate any contract with the Customer if he commits a material or persistent breach of these Terms and fails to remedy this within 30 days of written notice, or with immediate effect if the Customer does any act that might jeopardise the continuance of the Services. EIS may put an account on hold if any outstanding invoice is overdue

Governing Law and Jurisdiction

This Agreement and these Terms shall be construed in accordance with English law, and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Sub-Contractors

Installation costs per vehicle are as follows,

Installation £40,

destall £30,

De-Re £65 all prices are exclusive of vat.

Removed equipment must be returned to EIS offices within 14 days unless stated to be left with customer on the job sheet / email.

Replacement unit/s will be charged at our standard price of dependant on unit model

Vehicle CCTV

EIS will not be responsible for loss of footage on CCTv equipment, it is the owner / driver replaceability to have in place a daily and monthly check of the full system, each installation is provided with a daily check list for a driver, error msg and warning lights will be displayed on the screen or recoding unit, it is advised that all dashcams are check weekly to check of SD card error or missing footage. We advise that a yearly SD card replacement is used to same level and spec as what is removed. EIS will not be held reasonable for equipment repaired by a third party or non- authorised agent, all equipment belongs solely to EIS until all invoices are paid,

Services Calls

EIS will offer a service call within 3 working days of the reported service call, EIS can not be held reasonable for the vehicles not being available in the timeframe offered, EIS require all personal belonging to be removed from a vehicle prior to installation and service calls, we will not be held reasonable for any damaged caused by belonging left in a vehicle, out of hours services calls are available at an extra cost, please request a price structure for out of hours service calls prior to booking Any problems that a vehicle develops due to a faulty equipment or installation are to be report within 24hr, we require to view all problems before any work is carried out by a third party unless authorisation from EIS, we will not be held for any repair work done to a vehicle/s before any inspection from EIS or a EIS representative

Vehicle Security

EIS will not be held reasonable for miss use of vehicle security products resulting in a vehicle not starting, EIS will not be held reasonable for any vehicle theft due to product failure, all failures are required to be reported within 24 hours, all products are required to be tested regularly. EIS can not be held reasonable for text immobilisation commands not being received by a unit or network resulting in a vehicle to being immobilised.

Parking Reversing Aids

All parking aids are not to be relied on solely for parking, all care should be taken to check surrounding area prior to parking, EIS will not be held reasonable for any collision caused whilst driving.