

Procom Global Ltd Terms and Conditions

1. Introduction

Welcome to Procom Global Ltd. ("Company," "we," "our," "us"). These Terms and Conditions ("Terms") govern your use of our services, including the installation of CCTV cameras, supply of printers, telecommunications services, fire alarm systems, intruder alarm systems, and off-site monitoring services ("Services"). By engaging our Services, you agree to be bound by these Terms. If you do not agree with these Terms, please do not use our Services.

2. Services

2.1 Scope of Services

Procom Global Ltd. offers the following services but not limited to;

- Installation and maintenance of CCTV camera systems.
- Supply and installation of printers / copiers
- Installation, maintenance and provision of telecommunications services.
- Installation and maintenance of fire alarm systems.
- Installation and maintenance of intruder alarm systems.
- Installation and maintenance of access control systems.
- Off-site monitoring of CCTV cameras, intruder alarm & fire alarms

The specific services to be provided will be detailed in a separate service agreement ("Service Agreement").

2.2 Service Modifications

We reserve the right to modify or discontinue any part of our Services at any time without notice.

3. Customer Responsibilities

3.1 Access and Cooperation

Customers must provide unencumbered access to their premises/ working area and cooperate with our personnel to enable the proper installation and maintenance of the CCTV systems, printers, telecommunications equipment, fire alarm systems, and intruder alarm systems. Failure to provide unencumbered access may result in additional costs, which will be charged to the customer. These additional costs must be paid in full within 30 days of the date incurred. Normal working hours for access are from 8am to 5pm. If access is not provided during these hours, a cancellation / rescheduling cost of £300.00, excluding VAT, will be charged.

3.2 Permits and Approvals

Customers are responsible for obtaining all necessary permits and approvals for the installation of CCTV cameras, printers, telecommunications equipment, fire alarm systems, and intruder systems.

3.3 Use of Equipment

Customers agree to use the installed equipment in accordance with all applicable laws and regulations. Unauthorized use of the equipment is prohibited.

3.4 Distribution of Materials

There is no allowance for horizontal or vertical distribution of materials unless stated in the service agreement.

3.5 Point of Contact

Customers must have a designated point of contact who is available during normal working hours (8am to 5pm). If there is a delay caused by this person being unreachable, all additional costs incurred will be passed on to the customer.

3.6 Movable Objects

Customers must ensure all movable objects are out of the way when requested. Failure to do so may result in additional costs.

3.7 Training Availability

Customers must ensure that all persons requiring training are available during normal working hours when ProCom requests this. If additional training is required beyond what was originally planned, a cost of £135.00 Exclusive of VAT will be added.

3.8 Agreement of Locations

All locations or points for installation of cameras, fire alarms, phones, and other equipment must be agreed upon prior to ProCom engineers arriving on site. If there are additional costs due to the client's failure to do so, these costs will be added to the client's bill and must be paid in full within 30 days.

3.9 Additional Installation Costs

If Procom incurs any additional costs during installation, these costs will be added to the installation cost, and the client will be responsible for paying them.

3.10 Provision of Utilities

The client is expected to provide all required utilities (e.g., electricity, water) necessary for the completion of the installation and maintenance services.

3.11 Network and Power

The client is responsible for ensuring that all existing networks are in working order and that all power and lines are operational prior to installation.

3.12 Welfare Facilities

The client is responsible for providing welfare facilities, such as toilets, for Procom personnel during the installation and maintenance work.

3.13 Waste Disposal

The client must allow the use of bins for all waste produced while carrying out the works, including cardboard, boxes, and other materials.

3.14 Access and Task Lighting

The client is responsible for providing all access lighting and task lighting unless stated elsewhere.

3.15 Coordination with Other Trades

The client is responsible for coordination with other trades to ensure smooth and efficient progress of the works.

3.16 As-Built Information

The client is responsible for providing as-built information and all details of all services in the working area.

3.17 Protection of Works and Surfaces

The client is responsible for protecting other works and existing surfaces during the installation and maintenance services.

4. Payment Terms

4.1 Pricing

Prices for our Services will be detailed in the Service Agreement. All prices are subject to change upon notice.

4.2 Payment

Payment terms will be outlined in the Service Agreement. Failure to make timely payments may result in the suspension or termination of Services.

4.3 Late Payments and Administration Charge

Late payments may incur interest charges as specified in the Service Agreement. Additionally, failure to pay as per the agreed payment terms will result in the following charges. Failure to pay on time as per the agreement will result in a non payment charge / admin fee of £25 exclusive of VAT. Services will be suspended until the administration fee is paid in full.

4.4 Standard Payment Terms

Payments are to be made 30 days after receipt of the invoice.

4.5 Direct Debit

All customers who do not enter into a direct debit agreement for payment will be charged £15 exclusive of VAT per payment transaction. As per clause 4.4 if a payment is not paid as per the agreed terms the additional charges will apply.

4.6 Annual Fee

The Client agrees to pay an annual administration fee of £40 exclusive of VAT for the administration and management of the works or contract outlined in this Agreement. This fee is due annually on the anniversary date of this Agreement and will continue to be payable for the duration of the contract. The fee is subject to Value Added Tax (VAT) at the prevailing rate and will be itemized separately in the invoice provided. Payment of the annual administration fee must be made within 30 days of receipt of the invoice. Failure to make payment within this timeframe may result in late fees and/or suspension of services provided under this Agreement until payment is received.

4.7 Non Payment

If payment is not received within 50 days from the date of the invoice, the outstanding debt will be referred to a debt collection agency. The customer will be responsible for all additional costs incurred through the debt recovery process, including, but not limited to, collection agency fees, reasonable attorney's fees, and court costs. We reserve the right to report delinquencies to credit reporting agencies, which may negatively impact your credit rating. Please ensure timely payment to avoid these consequences.

5. Warranty and Liability

5.1 Warranty

We provide a limited warranty on our installation services and equipment as detailed in the Service Agreement. This warranty does not cover damage caused by misuse, neglect, or unauthorized modifications.

5.2 Limitation of Liability

To the fullest extent permitted by law, Procom Global Ltd. shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the use of our Services.

5.3 Indemnification

Customers agree to indemnify and hold harmless Procom Global Ltd. from any claims, damages, or expenses arising from their use of the Services.

6. Termination

6.1 Termination by Customer

Customers may terminate the Service Agreement as outlined in the agreement. Termination fees will apply.

6.2 Termination by Procom Global Ltd.

We reserve the right to terminate the Service Agreement at any time for breach of these Terms or other reasons as specified in the Service Agreement.

7. Privacy

7.1 Data Collection

We may collect personal information in connection with the provision of our Services. Our privacy practices are detailed in our Privacy Policy.

7.2 Data Use

Personal information collected will be used solely for the purposes of providing and improving our Services.

8. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Scotland.

9. Dispute Resolution

Any disputes arising out of or relating to these Terms or the Service Agreement shall be resolved through binding arbitration in accordance with the rules of Scotland.

10. Changes to Terms

We reserve the right to modify these Terms at any time. Any changes will be effective immediately upon posting on our website or notification to the customer.

11. Additional Protective Clauses

11.1 Force Majeure

Procom Global Ltd. shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, labour disputes, and governmental actions.

11.2 Limitation of Action

Any claim or cause of action arising out of or related to our Services must be commenced within one year after the cause of action accrues, otherwise, such claim or cause of action is permanently barred.

11.3 Severability

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be valid and enforceable.

11.4 Entire Agreement

These Terms, along with the Service Agreement, constitute the entire agreement between the customer and Procom Global Ltd. with respect to the Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Services.

11.5 No Waiver

The failure of Procom Global Ltd. to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

11.6 Acceptance of Quotes:

When receiving a quote from Procom Global Ltd. for any of the described Services, the client agrees to accept the quote in its entirety. Partial acceptance or alteration of a quote without express written consent from Procom Global Ltd. is not permitted. Any modifications or partial acceptances desired by the client must be negotiated and confirmed in writing by both parties to ensure clarity and mutual agreement on the scope and terms of the Services provided.

11.8 Novation Clause

Transfer of Rights and Obligations: The parties to this Agreement consent that any of them may novate, assign, or transfer any rights or obligations under this Agreement to a third party ("Transferee"), subject to the following terms and conditions:

- a. **Consent Requirement:** No novation, assignment, or transfer of any rights or obligations hereunder shall be effective without the prior written consent of all parties to this Agreement, which consent shall not be unreasonably withheld, delayed, or conditioned.
- b. **Procedure:** Upon agreement to novate, the transferring party ("Transferor") and the Transferee shall execute a novation agreement, which shall be annexed to this Agreement, stating that the Transferee undertakes to perform all duties and obligations of the Transferor under this Agreement from the date of novation forward.
- c. **Release of Transferor:** Upon the execution of the novation agreement and the written acceptance of the Transferee by the non-transferring party, the Transferor shall be released from any further obligations arising from this Agreement and the non-transferring party agrees to relinquish any future claims against the Transferor in respect of this Agreement.
- d. **Continuity of Terms:** The Transferee shall agree to be bound by the terms and conditions of this Agreement as if they were an original party hereto, and the terms of this Agreement shall continue in full force and effect, unaltered, except with respect to the parties to the Agreement.
- e. **Administration Fee:** An administration fee of £150 exclusive of VAT will be charged for processing any novation, assignment, or transfer of rights and obligations under this Agreement. This fee must be paid by the Transferor prior to the execution of any novation agreement.

Notice: The Transferor must provide written notice to the non-transferring party of its intention to transfer rights and obligations under this Agreement, identifying the proposed Transferee and providing information relevant to the proposed transfer.

No Additional Rights: This novation does not confer upon any Transferee any right or remedy, nor any status or capacity, other than those rights, remedies, status, or capacities expressly described in this Agreement.

Governing Law: This novation clause shall be governed by and construed in accordance with the laws of the jurisdiction in which this Agreement was originally executed, without regard to its conflict of law provisions.

11.9 Value Added Tax (VAT)

All prices, fees, charges, and any other costs mentioned or implied within this Agreement are subject to Value Added Tax (VAT) at the prevailing rate, as established by applicable tax laws. VAT will be charged in addition to the quoted costs and will be itemized separately in all invoices and billing communications.

12. Contact Information

For any questions or concerns about these Terms or our Services, please contact us at:

Procom Global Ltd.
138a Manse Road
Newmains
Wishaw
Scotland
ML2 9BD
TEL 0330 0947 583
EMAIL info@procom-ltd.com

By using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions