

TERMS & CONDITIONS

Terms & Conditions

1. DEFINITIONS

In these Conditions:-

1.1 The following words and expressions have the following meanings:-

“Agreement” the agreement between Us and You for the provision of Services, on the Conditions;

“Agreement Date” the date We sign the Schedule, when the Agreement is deemed to have come into effect;

“Call out” an unscheduled Maintenance Visit You ask for (to inspect or reset Your System);

“Call Out Charges” the charges to be paid by You in respect of a Callout;

“Certificate” a certificate provided by Us showing the Equipment upon which We have worked, and any goods supplied by Us;

“Communications Centre” the place where alarm signals from Your System are sent for monitoring;

“Conditions” the terms and conditions for the provision of Services, as set out in this document, together with any special terms and conditions set out in the Schedule;

“Connection Date” the date We connect Your System to the Communications Centre;

“Equipment” the equipment specified in the Schedule, together with any renewals or replacements of, or additions to, such equipment provided by Us;

“Extra Maintenance” any work We need to do to bring Your Equipment up to the standards required by Legislation, and which does not form part of the Maintenance Service;

“Fire Assessment” Risk a fire risk assessment of the Site in accordance with the provisions of the relevant Legislation;

“Keyholder” the person You nominate to be contacted by Us when We receive an alarm signal, as set out in the Schedule;

“Legislation” appropriate British Standards (or EU equivalent) relating to fire prevention equipment, and all relevant health and safety legislation (including the Regulatory Reform (Fire Safety) Order 2005);

“Maintenance Service”	inspecting and testing Your System and Equipment and if necessary, replacing parts or items and refilling Your Equipment where necessary;
“Maintenance Visit”	a scheduled visit to Your Site to conduct the Maintenance Service;
“Minimum Charge”	the minimum charge You must pay Us for attending the Site on a Maintenance Visit (excluding the price of spares, refills and new Equipment);
“Minimum Term”	the minimum number of Years, as shown in the Schedule, during which the Agreement is to remain in force;
“Monitoring” “Monitor”	checking alarm signals We receive from Your System;
“Payments”	the payments to be made by You to Us for the provision of Services (dependent on the Service Level and types of services chosen by You);
“Quotation”	Our written statement including details of Our charges and other Agreement terms;
“Schedule”	the schedule set out overleaf containing (amongst other items) Your details, and of the System and Equipment, and any Special Conditions, signed by You and Us;
“Services”	the provision of the Maintenance Service (including Extra Maintenance), Monitoring and other services (such as risk assessments, auditing and training) as set out in the Schedule;
“Service Level”	has the meaning set out in Condition 4.2;
“Site”	the location set out in the Schedule at which We are to provide the Services to the System and Equipment;
“Spend Limit”	automatic permission by You to Us to provide replacement parts (unlimited unless stated otherwise in the Schedule);
“System”	the alarm system referred to in the Schedule;
“Us”, “We”, “Our”	Furwel Technologies (and referred to therein as “the Company”) (and including Our authorized agents and employees);
“Year”	the period of 12 calendar months from the Contract Date, and each subsequent period of 12 calendar months, during the subsistence of the Contract;
“You”, “Your”	the individual, firm, company, partnership, limited liability partnership, or unincorporated association who enters into the Agreement with Us, and who accepts performance of the Services, as set out in Section 2 of the Schedule (and referred to therein as “the Customer”).

1.2 the singular includes the plural and vice versa, and words importing one gender include all genders.

1.3 headings are for ease of reference only.

2. **CONTRACT**

2.1 Your signature to the Schedule constitutes an offer to require provision of the Services.

2.2 The Agreement comprises the Quotation (if any), these Conditions, and the Schedule (which forms part of the Agreement for all purposes).

2.3 No contract shall have been formed until Our representative counter signing the Schedule has accepted the offer constituted by Condition 2.1. You will receive from Us a welcome pack or email, containing confirmation of the Agreement and its details, together with an Agreement number, shortly thereafter. You must notify Us within 7 days of the date of the welcome pack if any of the details are incorrect, otherwise the details set out in the Schedule and confirmation in the welcome pack shall be deemed correct.

2.4 Only these Conditions apply to the Agreement, and shall override any other terms, conditions or warranties, which You may seek to impose. Your acceptance of the provision of the Services by Us shall be conclusive evidence that these Conditions apply to the Agreement.

2.5 No variation of the Agreement shall apply unless agreed in writing by Us.

3.0 **CONTRACT TERM**

The Agreement comes into force on the Agreement Date, and continues in force (subject to Condition 9) until the last day of the Minimum Term (or any later date), when You or We may end it by giving the other a minimum of 60 days written notice. That notice must expire before the Agreement will end.

4. **OUR COMMITMENT TO YOU**

4.1 **Maintenance**

4.1.1 We will carry out a Maintenance Visit, on the frequency set out in the Schedule, during the currency of the Agreement. Our first Maintenance Visit will occur on the date set out in this Schedule.

4.1.2 For fire extinguishers, fire blankets and hose reels only:- We shall carry out a Maintenance Service on each of these items of Equipment located at the Site, unless You specifically tell Us not to do so. Following any Maintenance Service, or in response to any Callout, We will undertake any work that may be necessary to ensure that Your Equipment complies with all Legislation.

- 4.1.3 For fire alarm systems and emergency lighting:- We shall carry out a Maintenance Service on each of these items of Equipment located at the Site, unless You specifically tell Us not to do so. Following any Maintenance Service, or in response to any Callout, We will undertake any work that may be necessary to ensure that Your System and Equipment comply with all Legislation. This may be covered by the work We undertake as part of the Maintenance Service, or it may require Extra Maintenance. If the latter is the case, We will notify You before commencing such work, but will replace the appropriate parts to ensure compliance is maintained up to the Spend Limit without requiring Your permission. We need only obtain permission from You to conduct that Extra Maintenance if the repair work and/or parts exceed any cap on the Spend Limit, as set out in the Schedule.
- 4.1.4 We will attend the Site in response to any Callout We receive.
- 4.1.5 All Maintenance Visits will be conducted at times during the working day agreed between You and Us.
- 4.1.6 After each Maintenance Visit or Callout, We will issue a Certificate to You, which will state that, We have left the System and/or Equipment which We have inspected or tested in proper working order to the standards required by Legislation, or else We will tell You if any of Your System or Equipment is faulty and cannot be put into satisfactory condition as part of the Maintenance Service (or by Extra Maintenance). In that event, Condition 8 will apply.

4.2 Levels of Maintenance Service Available

4.3 Monitoring

4.3.1

4.3.2

4.3.3

4.4 Fire Risk Assessment/Training Audit

- 4.4.1 We will carry out an initial Fire Risk Assessment on the Site to ensure it is compliant with the Legislation. The Payment for that initial Fire Risk Assessment is set out in Section 8 of the Schedule. Thereafter, We will conduct 1 Yearly Fire Risk Assessments to ensure that the Site continues to remain compliant with the Legislation. The Payment for each such review is set out in Section 8 of the Schedule under "Annual Review". We reserve the right to amend the Payment due in respect

of each such annual review, in line with increases to Us in the cost of provision of that Service. We will give You reasonable notice of any such amendments to the Payments due in respect of an annual Fire Risk Assessment Review.

4.4.2 Each Fire Risk Assessment review will be conducted on a pre-arranged mutually convenient date. If You cancel any such appointment without giving Us a minimum of seven days prior written notice, We reserve the right to improve a charge equivalent to 50% of the cost of that annual Fire Risk Assessment Review.

4.4.3 If the Site is altered substantially in any way (such that We deem that, for the purposes of complying with Legislation, it has different degrees of fire risk or it has different requirements from the Site when previously assessed), then We reserve the right to treat the subsequent annual Fire Risk Assessment as an initial Fire Risk Assessment, and charge accordingly.

5. **YOUR RIGHTS**

5.1 If We fail to carry out any Maintenance Visit within 30 days either side of the scheduled month of such visit (as notified to You), then You must notify Us of such failure within a reasonable period of Our default (and in any event no later than 15 days from Our becoming in default of the appointment). We will carry out the Maintenance Visit in question within 10 days of receipt of Your notice (or on a later date if You so require), but if We miss that later Visit, You may (subject to Condition 5.3) terminate the Contract immediately by giving Us written notice of Our failure under this Condition

5.2 If You can demonstrate to Our reasonable satisfaction that We have failed to maintain Your System and Equipment to the standards set out in Condition 4.1.2/3, then You will permit Us to reperform the Maintenance Service to the appropriate level, and We will do so within 15 days of Our agreeing that We were in default. If thereafter You can demonstrate to Our reasonable satisfaction that Our work has not complied with the requirements of Legislation, You may (subject to Condition 5.3) terminate the Agreement immediately by giving Us written notice of Our failure under this Condition.

5.3 If You are in breach of any of Your obligations under the Agreement, or We were prevented from carrying out any of the Services because of an event beyond Our reasonable control, We shall not have broken Our obligations to You, and You will not be entitled to terminate the Agreement pursuant to Condition 5.1 or 5.2.

6. **YOUR OBLIGATIONS**

6.1 You must give Us access to your Site at all reasonable times, so We can perform the Services required of Us under the Agreement. We will tell You if We need ladders, scaffolding or other access equipment to carry out the Services, and You are to supply such access equipment to Us at no charge, and make sure it is safe to use and meets health and safety regulations.

- 6.2 You must tell Us about any changes at the Site which may affect Your Equipment or System (such as extensions, alterations in internal layout, or the layout of the System). You must ensure We have this information a minimum of 30 days prior to any Maintenance Visit
- 6.3 For Monitoring, You must complete Our Keyholder information form and send it to Us, and must notify Us promptly in writing of any change in this information. If Your System is connected to the Communications Centre, it must be installed, maintained and used in accordance with the current British Standard. If the Fire Authority asks You to complete their indemnity form in respect of false (or unwanted) alarm signals, You must return it to the Fire Authority and pay their charges resulting from such false or unwanted signals. You must indemnify Us against any loss, penalty, fine or other claim We may suffer if the Fire Authority enters Your Site as a result of any genuine, false or unwanted fire alarm signal.
- 6.4 Notwithstanding the provision of Condition 6.2 and 6.3, and section 49 of the Sale of Goods Act 1979, We may bring any action for the Price (and all other monies due to Us under the Contract) at any time after those monies have become due under these Conditions.
7. **PAYMENT**
- 7.1 **Maintenance and Extra Maintenance**
- 7.1.1 If the level of Service We provide is basic, then (for both Maintenance Services and Extra Maintenance) You must pay Us the Minimum Charge for the work We perform (in respect of fire extinguishers, fire blankets and hose reels only) and if applicable, Our charges for replacing these items, spares and refills. For Systems only, We will charge You for the Callout charge, together with any extra labour charges not covered by the Callout Charge, and Our charges for spares or replacement parts.
- 7.1.2
- 7.2 **Call Out**
- You will pay Our basic rate Callout Charge if We attend Your Site during normal working hours, and Our premium rate Callout Charge if We attend Your Site outside normal working hours. These charges exclude the provision of spares, which will be charged in addition.
- 7.3 **Monitoring**
- 7.3.1 You must pay BT charges for installing a new telephone line, or a block terminal (if an existing line can be used for Monitoring), and all line and call charges for Monitoring.
- 7.3.2 **You must pay Our charges:-**
- 7.3.2.1 for connecting Your system to the Communications Link;

- 7.3.2.2 for any work We need to do on Your System to meet any new conditions set by BT or the Fire Authority;
- 7.3.2.3 for re-setting Your System if it has not been properly used;
- 7.3.2.4 that are equal to the amount We have to pay the Fire Authority if the charge is to do with Monitoring Your System.

7.4 Our Charges

The charges We will levy under this Agreement are those prevailing at the time when We provide the relevant Service. We will notify You of Our Minimum Charge, basic fire call charge, premium rate fire call charge, and other applicable charge rates as at the Agreement. These will remain valid for 12 months. Thereafter, We reserve the right to increase or alter any of Our charges by giving You reasonable written notice of such changes.

7.5 Payment Terms

Our invoices are payable in full in cleared funds within 10 days of the date of issue, unless otherwise agreed by both parties. Time of payment is of the essence. If You fail to make any payment to Us on the due date, then (without prejudice to Our other rights and remedies), We can:-

- 7.5.1 cancel the Agreement so far as any Services remain to be performed under it, or suspend any further performance of any of the Services; and
- 7.5.2 charge You interest (both before and after any judgment) on the amount unpaid at the rate of 2.5%

8. EQUIPMENT THAT CANNOT BE SERVICED

8.1 If We notify You that any of Your Equipment is faulty and cannot be put into satisfactory condition as part of the Maintenance Service or by Extra Maintenance, We will tell You on the Certificate and give You a quotation for replacing it. The Maintenance Service will not cover equipment that We state is faulty on the acceptance certificate or on the Certificate, and We may terminate the Contract by written notice if You do not accept Our quotation and let Us carry out the necessary work.

8.2 You should be aware that You may be in breach of fire regulations for Your Site if We have marked any Equipment as faulty on the Certificate, or (for fire extinguishers only) marked these as unfit for service, condemned or not maintained, and You do not allow Us to replace those faulty or unfit items.

9. TERMINATION

9.1 We are entitled to terminate the Agreement immediately and/or suspend all further performances of the Services, without liability on Our part by giving You written notice of such termination, if You:-

- 9.1.1 are in breach of any of Your obligations (including, but not limited to the terms of payment pursuant to Condition 7.6, and the failure to allow Us to rectify faulty Equipment pursuant to Condition 8); ;
- 9.1.2 have given Us fraudulent, misleading or incorrect information;
- 9.1.3 become insolvent, bankrupt, go into liquidation, have a winding up order made against You, or make any voluntary arrangement with creditors or You cease to threaten to cease to carry on Your business.
- 9.2 You may terminate the Agreement immediately pursuant to Condition 5.1 or 5.2.
- 9.3 Either You or We can end the Agreement by giving the other written notice under Condition 3.
- 9.4 You agree and accept that with regard to the limitations of liability set out in Conditions 9.1 to 9.3 (inclusive) that such limitations are perfectly fair and reasonable having regard (amongst other things) to the following circumstances:
10. **CONSEQUENCES OF TERMINATION**
- If You try to end the Agreement before the expiry of the Minimum Term, or without giving sufficient notice pursuant to Condition 3, and We accept such termination, or We end the Agreement for a reason set out in Condition 9.1, then You must pay Us the amounts shown in Condition 10.2 and 10.3 to compensate Us for Our loss. These payments are not a fine or penalty but are genuine pre-estimate of Our likely loss of income.
- 10.1 For Maintenance and Monitoring Services: The Yearly Payments You would have had to pay Us if the Agreement had not ended ahead of time, discounted by 50%, or (if it applies and if more) the minimum charge You could have had to pay Us if the Agreement had ended on the last day of the Minimum Term, discounted by 50%.
- 10.2 For Services other than Maintenance and Monitoring:- The percentage of Our yearly charges set out below:-
- | | |
|------------------------------------|--------|
| Number of months before next visit | |
| Three or more- | - None |
| Between two and three | -5% |
| Less than one | -50% |
- 10.3 On termination (howsoever arising) You will, in addition to the sums referred to in Conditions 10.2 and 10.3, have to pay all arrears of sums due for Services performed, and with the charges for Equipment, spares or refills supplied to You by Us, together with interest on outstanding sums due under Condition 7.6.2.
- 10.4 The sums due under this Condition are separate and severable, and if it is found that any sum stipulated in any of Condition 10 is invalid, unenforceable or unlawful, then its invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of Condition 10, which shall continue in full force and effect.
- 10.5

11. **OUR LIABILITY**

- 11.1 We do not know the value of the contents of Your Site, but You do (or should) know their value. Since the loss or damage You might suffer will probably be more than the amounts We can reasonable charge You, and because We are giving You the chance to discuss and agree different amounts from those set out in the following Conditions 11.2 to 11.9, We limit Our liability to those amounts (unless We agree in writing to change those limits). Because of this, We recommend:-
- 11.1.1 You should insure against all loss which You could suffer as a result of Your System or Equipment not working, or if We do not respond to any signal We receive from Your System at the Communication Centre;
- 11.1.2 You should use, maintain and store Your Equipment according to the instructions supplied with it. We will not be responsible for any consequences of failing to follow these instructions.
- 11.2 You can ask Us not to enforce any of the limitations in Condition 11.4 to 11.9, but We will only do this if We can make a suitable change to the charges in the Contract.
- 11.3 We accept liability for death or personal injury which is caused by Our negligence, or breaking Our legal duties whilst working at the Site in the course of Our work.
- 11.4 We will not provide any guarantees or warranties relating to the quality of materials, parts of workmanship, or whether the parts or materials are fit for their particular purpose, unless You are a private individual (not a business) or We have agreed to meet any quality standards in this Agreement. If You are a private individual, then You have legal rights, and We agree to keep to them.
- 11.5 We will not be liable for loss of profit or for any indirect loss or damage, such as loss of data, contracts or business interruption, or loss of savings which you may suffer (unless You can claim for this type of damage under Condition 11.3).
- 11.6 If you have any claim against Us under this Agreement, You must give written notice to Us as soon as reasonable possible, and in as much detail as is reasonably possible. However, if Your claim is based only on quality of Service, You must provide Us with written details of Your complaint within 30 days of the date the work was carried out (and time of notification is of the essence).
- 11.7 If We are liable for any claim under the Contract, unless You can claim more under Condition 11.2, 11.5 or 11.6, then We will not pay more than £10,000 for each claim, or £10,000 in total for all claims.
- 11.8 For Monitoring Services, the Communications Line between Your System and the Communications Centre is provided by BT. The Communications Centre and BT are not under Our supervision or control. Under the terms of the Agreement, starting on the Connection Date, We must tell the Fire Authority of the chosen Keyholder when

We receive a signal at the Communications Centre that shows Your System has gone into an alarm condition. There is a risk that alarm signals from Your System at the site might not reach Us at the Communications Centre because of failure or other problems with the Communications Link, so We strongly advise You to insure against damage or destruction of property or valuables.

- 11.9 Save as set out above, all conditions and warranties (whether express or implied) concerning the Services, or any equipment or goods supplied by Us, are excluded to the fullest extent permitted by law.
- 11.10 You confirm that You have read and fully understand the terms of this Conditions 11, and accept the limitation of liability contained in it. The limitations of liability in Condition 11 continue to apply if You make any claim against Us after the end of the Agreement.

12. **EXCUSABLE EVENTS**

We make all reasonable efforts to keep to Our obligations to You. However, if We are unable to do so because of events or circumstances beyond Our reasonable control, We will give You written notice of those circumstances within a reasonable time of their occurrence. If We are still unable to keep to Our obligations for six months from the date of Our first notice to You, You or We can end the Agreement by giving 7 days written notice to the other. If this happens, You will only have to pay any outstanding charges for Services actually performed.

13. **GENERAL**

- 13.1 You cannot transfer Your rights or obligations under this Agreement without Our written permission.
- 13.2 The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement. That means no-one except You or Us can take action to enforce its terms but that does not affect the rights that any third party might have apart from that Act.
- 13.3 If We decide not to enforce any of the provisions of this Agreement, or We delay in so doing, that will not prevent Us from enforcing that, or any other provision, at a later date.
- 13.4 All notices given under this Agreement will be treated as delivered if they are properly addressed and sent by post to, in Our case, Our address shown in the Schedule, and in Your case, Your postal address, as also shown in the Schedule.
- 13.5 The documents that make up the Agreement are set out in Condition 2.2. However, if You seek to rely on something which You can reasonably assume from the facts, You must give Us written details and We reserve the right to accept or reject such an addition to the Agreement.
- 13.6 The Agreement is governed by English law, and the English Courts will deal with any dispute arising under it.
- 13.7 If You comprise more than one legal person, then Your liability is joint and several.

13.8 If any of the provisions of this Agreement are held by any competent authority to be invalid or unenforceable, in whole or in part, the validity and enforceability of the other provisions shall not be affected thereby.

INTRODUCTION

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

LICENSE TO USE WEBSITE

Unless otherwise stated, Furwel Technologies and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages [or [OTHER CONTENT]] from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

YOU MUST NOT:

republish material from this website (including republication on another website); sell, rent or sub-license material from the website; reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose edit or otherwise modify any material on the website or redistribute material from this website [except for content specifically and expressly made available for redistribution. Where content is specifically made available for redistribution, it may only be redistributed (within your organization)

ACCEPTABLE USE

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Furwel Technologies express written consent.

[You must not use this website to transmit or send unsolicited commercial communications.]

[You must not use this website for any purposes related to marketing without Furwel Technologies express written consent.]

RESTRICTED ACCESS

[Access to certain areas of this website is restricted.] Furwel Technologies reserves the right to restrict access to areas of this website, or indeed this entire website, at Furwel Technologies discretion.

If Furwel Technologies provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Furwel Technologies may disable your user ID and password in Furwel Technologies' sole discretion without notice or explanation.]

USER CONTENT

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Furwel Technologies a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Furwel Technologies the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Furwel Technologies or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Furwel Technologies reserves the right to edit or remove any material submitted to this website, or stored on Furwel Technologies servers, or hosted or published upon this website.

NO WARRANTIES

This website is provided "as is" without any representations or warranties, express or implied. Furwel Technologies makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Furwel Technologies does not warrant that: this website will be constantly available, or available at all; or the information on this website is complete, true, accurate or non-misleading. Nothing on this website constitutes, or is meant to constitute, advice of any kind

LIMITATIONS OF LIABILITY

Furwel Technologies will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website: [to the extent that the website is provided free-of-charge, for any direct loss;] for any indirect, special or consequential loss; or for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data. These limitations of liability apply even if Furwel Technologies has been expressly advised of the potential loss.

EXCEPTIONS

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Furwel Technologies liability in respect of any: fraud or fraudulent misrepresentation on the part of Furwel Technologies or matter which it would be illegal or unlawful for Furwel Technologies to exclude or limit, or to attempt or purport to exclude or limit, its liability.

REASONABLENESS

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

OTHER PARTIES

You accept that, as a limited liability entity, Furwel Technologies [NAME] has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Furwel Technologies officers or employees in respect of any losses you suffer in connection with the website.

You agree that the limitations of warranties and liability set out in this website disclaimer will protect Furwel Technologies officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Furwel Technologies.

UNENFORCEABLE PROVISIONS

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

INDEMNITY

You hereby indemnify Furwel Technologies and undertake to keep Furwel Technologies indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Furwel Technologies to a third party in settlement of a claim or dispute on the advice of Furwel Technologies legal advisers)

incurred or suffered by Furwel Technologies arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

BREACHES OF THESE TERMS AND CONDITIONS

Without prejudice to Furwel Technologies other rights under these terms and conditions, if you breach these terms and conditions in any way, Furwel Technologies may take such action as Furwel Technologies deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

VARIATION

Furwel Technologies may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

ASSIGNMENT

Furwel Technologies may transfer, sub-contract or otherwise deal with Furwel Technologies' rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

ENTIRE AGREEMENT

Separate Terms & Conditions apply for the supply, installation, maintenance and service of our security products, which will be supplied with your quotation.

LAW AND JURISDICTION

These terms and conditions will be shall be governed by and construed in accordance with the law of Kenya, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the English courts.

REGISTERED OFFICE

Furwel Technologies
Transcom Sacco House,
Latema Road off Tom Mboya Street,
Nairobi, Kenya
Website: www.furwel.co.ke
Email: admin@furwel.co.ke
Registered in Kenya No. BN/2016/425520
PIN/VAT No: P051593727j

Signed on the 2ND December 2016 for and on behalf of FURWEL TECHNOLOGIES.

Sadaka Peter
Managing Director