

Terms and Conditions of Security System Storage (“Agreement”)

STORAGE:

1. The Customer
 - (a) may store its Spectur Security System (“Unit”) in the Space allocated to the Customer by Spectur Limited (Spectur);
 - (b) has knowledge of the Unit in the Space;
 - (c) warrants that they are the owner of the Unit in the Space, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement

2. Spectur:
 - (a) agrees to provide a secure storage space for the Unit over the period of time and on payment terms as agreed with the Customer. The minimum storage term is 30 days.
 - (b) claims a contractual lien over the Unit in the event any moneys are owing under the Agreement.

COST:

3. The Customer must upon accepting the Agreement terms pay to Spectur:
 - (a) the initial monthly Storage Fee in advance; and
 - (b) the Collection fee if you require Spectur to securely transfer the Unit to the closest secure warehouse facility.
 - (c) the Service Fee for Spectur upon receipt to test and provide a report on the unit status and provide the customer with a quote to repair if any faults are detected.

DEFAULT:

4. In the event of the Storage Fee, or any other moneys owing under this Agreement, not being paid in full within 60 days of the due date, Spectur may take possession of any Unit in the Space on such terms that it may determine (“Default Action”). For the purposes of the Personal Property Securities Act 2009, Spectur is deemed to be in possession of the Unit from the moment of official default. The Customer consents to and authorises the sale or disposal by any means of the Unit regardless of its nature or value. The Customer may also require payment of Default Action costs. Any excess funds will be returned to the Customer following possession and disposal / use of goods.

SPACES:

5. At least 14 days before Spectur can take any Default Action the it will provide the Customer with Notice that it is in Default to provide the customer with reasonable time to rectify the Default before any Default Action is taken.

ACCESS AND CONDITIONS:

6. The Customer:
 - (a) may collected the Unit from the Warehouse storage during normal business hours, with 7 days’ advance notice and full payment of any storage amounts owing.
 - (b) cannot assign this Agreement;
 - (c) if requesting deployment of a Spectur Unit, within 7 days of any change, provide instruction of redeployment, and payment of storage amounts owing and any associated installations fee;

RELOCATION

7. The Customer reserves the right to relocate the Unit to another Warehouse under certain circumstances, including but not limited to unforeseen extraordinary events or redevelopment or relocation of the Warehouse.
8. Spectur confirms the replacement value of the Unit will be covered by its insurance, and it is responsible (and must pay) for loss or damage to the Unit caused by fire, flood, storms, damage or theft.