



Terms and Conditions

26 November 2018

Definitions

'Fixfire' means Avansys LLP registered in England No OC384483, registered office address: Mayflower House, Bodmin Road, Coventry, CV2 5DB. Fixfire® is a trademark of Avansys LLP.

Unless otherwise specifically stated in our proposal, where applicable, our quotation assumes the following:

1.0 System Design

1.1. Design responsibility

Fixfire is not responsible for design or associated Design certification.

Where Fixfire is responsible for Commissioning Design certificates from the design authority will be required in advance of commissioning.

1.2. Cause and Effect

The proposed sequence of evacuation will be *single stage* and any event will therefore cause all sounders and outputs to operate continuously.

1.3. Battery Stand-by

The premises will be supervised at all times. Battery standby period will therefore be twenty-four hours in the event of mains failure and half an hour in alarm condition.

Note. If the premises are not supervised at all times, the standby requirements will have to be re-calculated on a new standby period or a communicator fitted to signal to a remote Alarm Receiving Centre – both of these items being subject to a separate quotation.

1.4. Voids and Downstands

The areas being protected do not include any voids exceeding 800mm in depth.

Where there are voids, they are open, non-compartmented and there are no solid downward projections (for example beams) with a depth exceeding 10% of the height of the void.

Voids, void compartmentation and downward projections can impact on the requirements for automatic fire detection and a further quotation for specific works will be issued if any of these assumptions are not correct.

1.5. Alarm Sounders

There is no background noise or process alarms occurring as a matter of course which could conflict with or affect the audibility of the Fire Alarm System.

Unfortunately, however well a system has been designed, there can be no guarantee of audibility levels prior to installation and fitting out.

Once the system is operating in its normal environmental conditions, audibility tests can be carried out and additional sounders supplied if required. If necessary, this work would be subject to a separate quotation.

1.6. Operating Environment

The environment in which the equipment proposed will be operating is clean, non-corrosive, dry (0-95% humidity), within the temperature of 0-50°C (non-icing) and free from wind gusts exceeding 2m/s.

1.7. Existing System upgrade and extension

We have attempted to the best of our ability to identify all existing devices. In the event that any additional equipment is located any further work necessary will be subject to a separate quotation.

Whilst we recognise the advantage of extending existing systems offering practical and commercial benefit, we have assumed the following;

- Existing equipment is fit for purpose and serviceable.
- The system meets the applicable standards.
- Additional system components and access to any necessary programming software are legitimately and commercially available to us.
- Wiring already installed is compliant with current regulatory and British Standard requirements.
- The client is satisfied that the requirements are adequately met in the configuration and operation of the existing system.
- Access can be gained to all relevant parts of the system and specialist powered access equipment is not required.

Where repairs, replacements and/or re-wiring is deemed to be necessary, such work will be subject to a separate quotation.

2.0 Systems provided on a "Supply and Commission" Basis

2.1 Site Commissioning Allowance

The quoted commissioning allowance is for guidance purposes and estimated to be the maximum period required for a Fixfire engineer to commission and test the quoted schedule(s) of equipment.

2.2 Minimum installation requirements

The responsible installer will ensure that the following minimum requirements are complied with:

- A full set of 'As fitted' information will be forwarded to our offices a minimum of 3 days prior to engineer attendance. Information to include the following:
 - Drawings showing all device types, respective address numbering, cable routes between devices and cable types and sizes employed.

- Installation certificates certifying that the installation work complies with relevant regulations/British Standards.
- Wiring test results providing evidence that all wiring has been tested in accordance with the recommendations of Clause 38 of BS 5839-1:2017.
- Test certificates for all mains supplies providing evidence that they have been tested and found to comply with current regulations.

- Mains supplies will be permanently energised.
- All equipment will be correctly wired, connected and pre-addressed with appropriate address labels fitted.
- All parties involved with the installation of the system i.e. both 1st fix and 2nd fix will be on site and available during commissioning to support and assist our engineer(s) as required.
- Commissioning visit(s) will be arranged with our Service/Projects Department with a minimum of 10 working days' notice.

Any time spent investigating/correcting wiring faults or incorrectly terminated/addressed devices will be chargeable at extra cost.

In the event that, on arrival of our engineer(s), the system is not ready for commissioning we reserve the right to abort the visit. Any abortive visits will be chargeable at extra cost.

2.3 Connections to third party equipment

Connection and testing of signal cables and final connections between interfaces and ancillary equipment, for example output interfaces providing links to shutdown plant, trigger off-site alarms etc. will be the responsibility of others.

3.0 Systems provided on a "Supply, Second fix and Commission" Basis

In addition to the items detailed under section 2.1, 2.2 and 2.3:

3.1 Preparation for second fix

Correct pattresses, conduit or flush boxes will have been securely fixed, flush or surface (as appropriate), square and level in the correct location.

Cables will enter the pattresses, conduit or flush boxes in a correct and approved manner through suitable glands/edge protection.

Cable ends will be correctly made off and labelled.

All earth/screen connections will be sleeved and insulated from contact with building earth, pattresses, conduit or flush boxes.

4.0 System installation

4.1 Containment by others

Where containment is being provided by others, we assume:

- Basket tray will be provided in all situations where two or more cables are routed together and, in any case, to within 2 metres of all devices.
- All chases to wall mounted equipment will be provided by others.
- All conduit installation will be provided by others.

We will install cabling to the basket tray and surface clip to the fabric of the building where cables are routed singly.

4.2 Containment by Fixfire

Where Fixfire is providing containment:

- Wiring will be concealed wherever practically possible, otherwise neatly surface clipped or enclosed within plastic trunking containment as appropriate.

4.3 Cable types

Where Fixfire is installing wiring, unless otherwise detailed, cables types used will generally be as detailed below:

System Type	Cable Type
Fire Alarm System	FP200 Gold or equivalent in Red Finish
Fire Door Hold Back Devices	Stranded Security Alarm Cable or 6242Y mains-rated cable
Access Control	Stranded Security Alarm Cable or Flat Mains rated cable
Patient Call System	Stranded Security Alarm Cable
Disabled Refuge Alarm System	FP200 Plus Enhanced Grade in Red Finish
Intruder Alarm	Stranded Security Alarm Cable
CCTV (analogue)	Coaxial cable
CCTV (IP)	CAT5 network cable

4.4 Use of Low smoke, zero-halogen (LSOH) materials

Unless otherwise specified, we reserve the right to use non-LSOH materials.

4.5 Connections to third party equipment

Installation, connection and testing of signal cables and final connections between interfaces and ancillary equipment will be the responsibility of others.

4.6 Mains Supplies

All mains supplies will be provided by others and we assume test certificates providing evidence that they have been tested and found to comply with current regulations will be provided a minimum of 3 days in advance of our

engineers being required to carry out testing or commissioning.

4.7 Work at height

Our operatives will be self-contained with podium and small access towers with a maximum working height of 4 metres.

We assume that any other specialist access equipment required will be provided by others.

4.8 Working Hours

We assume that it will be possible to carry out all work during normal weekday daytime working hours.

4.9 Amenities and welfare

We assume that safe and healthy working conditions will be provided for our operatives.

As a minimum, we assume the following will be provided by others:

- Normal amenities including washing and toilet facilities.
- A reasonable level of lighting to all working areas.
- A small secure area which we can use for the storage of materials during the works.
- Such electricity as may be required for the powering of small plant and tools.

If hazardous materials are identified on site we reserve the right to cease work until such materials are removed or made safe.

4.10 Asbestos

Building owners have a legal duty of care to manage any asbestos in their building. Duty holders are required to:

- Find out if asbestos is present
- Make a record of the location, type and condition of the asbestos
- Assess the risk of anyone being exposed to the asbestos
- Prepare a plan on how to manage these risks
- Put the plan into action, monitor it and keep it up to date
- Provide this information to anyone who might work on or disturb the asbestos

We assume that you will bring to our attention the presence of any asbestos on site so that appropriate control measures can be put in place.

4.11 Attendances

We assume that the following attendances will be provided by others:

- Any builders work, cutting away, redecorating or making good.
- Removal of any furniture, fixtures or stock, which may be necessary for the safe execution of our works.
- Carpet Fitting services.
- Ceiling tile installation services. If a tiler is not available, our operatives will remove tiles and/or trim with due care but we cannot accept responsibility for any damage caused.
- Over boarding or plastering in of 1st fix wiring. We make no allowance for retrieval of over-boarded or plastered in wiring. Any time spent finding, retrieving or repairing such wiring will be chargeable. Any damage caused to surfaces in the process of finding, retrieving or repairing such wiring will not be our liability.

4.12 Disruption

Our skilled and experienced installation teams are used to working in all kinds of premises and we strive to minimise disruption.

In situations where our activities inconvenience normal operations through the use of plant, scaffold towers, creation of noise whilst drilling etc, we assume that staff/residents will have been made aware as appropriate and necessary allowances to daily routines/production schedules etc will have been made to absorb the inconvenience.

5.0 User Training and witness testing

During test & commissioning of the system, a brief demonstration of system operation will be given.

Unless otherwise detailed in this proposal, further visits required for witness testing, demonstrations or training will be chargeable.

6.0 Remedial works

6.1 Where we have included for the repair of an existing piece of equipment, we use our best judgement to determine the necessary remedial action. In the event that the proposed works does not restore the device/system to satisfactory operation, any additional parts/equipment necessary will be subject to a separate quotation.

6.2 Where an existing piece of equipment requires replacement, the proposed replacement may not be of identical appearance or specification.

6.3 In the event that a replacement device is smaller than the previous version, we do not include for making good/decorating any exposed unfinished surfaces. Notwithstanding, wherever possible we strive to ensure that replacement devices/equipment are at least of similar dimensions.

7.0 General

7.1 Work scheduling, work phases and notice of attendance on site

Unless otherwise indicated, we assume work will take place in one continuous phase and sequential construction enabling efficient first/second

fix installations.

Where a Work Programme has been issued, we assume that it will be adhered to.

In the event of variations to the programme associated set up and set down costs may be charged.

A minimum lead time of 10 days is required from receipt of Purchase instruction to any requirement for us to attend site.

Thereafter, 3 days' notice is required for site attendance.

7.2 Drawings and Documentation

Where we have agreed to provide drawings, for example, Fire Alarm zone plans or as-fitted drawings, we assume that clean, electronic drawings of the building structure will be provided to us without charge.

Any drawings provided by Fixfire are issued for illustration purposes only. We accept no liability for their use and/or the design of the system unless the installation has been fully certified by the Fixfire under contract.

The drawings and/or designs must only be used for their intended purpose; liability will not be accepted by the Fixfire if they are changed in any way.

All Intellectual Property Rights subsisting in or relating in any way to any drawings, reports, specifications and other similar documents provided or prepared by Fixfire, whether in hard copy or electronic form and all know-how embodied in, or used in connection with, any of the foregoing are and shall remain vested in and the sole property of Fixfire. No part of these Intellectual Property Rights or know-how may be copied, reproduced, modified or adapted or used by others without an express licence from Fixfire in writing as part of a contract with Fixfire.

It is conditional that these drawings are supplied as an aid to fulfilling a contract or establishing an actual or future contract for the benefit of Fixfire. Use of these documents other than for this purpose is deemed to infringe these Intellectual Property Rights for which the User is liable to Fixfire for damages and all other costs incurred by Fixfire as a result of such infringement.

Such rights and any contract of which they form part shall be governed and construed in accordance with English Law in using these documents Fixfire and the User agree to submit to the nonexclusive jurisdiction of the English Courts.

7.3 Equipment Specification

We reserve the right to make changes to equipment, or add to or improve the equipment for this project without incurring any obligation.

7.4 Variations

Any changes to the specification or variations in equipment quantities will be subject to a separate quotation.

The system equipment and quantities detailed in this quotation are provided in good faith. Please refer to your tender documents including any written specification and drawings, for corroboration.

7.5 Shipping

The quoted schedule of equipment will be shipped in one single consignment. Carriage will be charged on a per-consignment basis, where, at your request, the goods are supplied on a call-off basis.

7.6 Warranty

Defects in the goods will be made good by repair or supply of a replacement within a period of 12 months from date of delivery and installation as detailed under our standard Terms and Conditions of Supply (section 11 refers).

Where a service contract is entered into with Fixfire within 1 calendar month of commissioning date, the 12-month warranty will be extended to cover labour.

Projects delivered on a 'Supply and commission' basis are warranted for parts only.

This warranty is in addition to and does not in any way affect your statutory rights.

Damage to equipment beyond fair wear and tear is specifically excluded from any warranty agreement.

7.7 Retentions

Our quotation does not include for Main Contractors Discount and Retentions.

7.8 Payment

Terms of payment are strictly nett thirty days from date of invoice on approved accounts.

7.9 Validity

Unless otherwise stated, this quotation will remain valid for acceptance for a period of 60 days from the quotation date.

7.10 Terms & Conditions of Sale

The issuance of an order for the equipment and/or services specified in this proposal constitutes an order for such equipment and/or services based on our terms and conditions which are attached.

No other terms and conditions of sale or purchase shall apply to the transactions described in this proposal unless agreed in a written instrument signed by a director of Fixfire. Fixfire.

Interpretation

- a) In these conditions:
'THE COMPANY' means Avansys LLP trading as Fixfire
'GOODS' means the goods we agree to supply in accordance with these conditions
'SERVICES' means the services we agree to supply in accordance with these conditions
'CONDITIONS' means our standard terms and conditions of sale (a copy of which is available on request), these maintenance agreement terms and conditions and any other special terms and conditions agreed between you, the customer and the company or any subsidiary company or agent authorised by us.
'CONTRACT' means the contract for the purchase and sale of the Goods or Services
'SCHEDULE' means this document and any associated quotation, proposal or schedule setting out our offer to provide Goods or Services to you.
- b) The headings in these conditions are for convenience only and shall not affect their interpretation.

Basis of Providing Services

- a) We will provide the services and/or goods which are described in the maintenance schedule provided by us to you and you will purchase the services and/or goods subject to these conditions.
- b) If any amendments to these conditions are agreed between you and us it is important for the avoidance of doubt that such amendments are agreed in writing. In the event of a dispute, written terms shall prevail over any other terms.
- c) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without liability on our part.
- d) The maintenance schedule overleaf forms part of this agreement.

Limitations of Liability

- a) Our charges for services provided under this Maintenance Agreement are relatively low compared to the high values of premises and contents which may be at risk. We are not and cannot be an insurer and our charges are in no way related to the value of the risk. It is your responsibility to ensure that you have adequate insurance and no system, equipment or installation can affect this requirement.
- b) The Company accepts no liability for indirect or consequential loss or damage, however caused, or for any loss or damaged caused, or contributed to, by the operation or failure to operate of any equipment or installation to which this Maintenance Agreement relates.
- c) This Maintenance Agreement does not imply any warranty that any equipment or installation is adequate for the risks involved.
- d) The Company accepts no liability for the inspection or servicing of any equipment not made available at the time of a scheduled visit.
- e) Our liability to you in respect of death or personal injury caused by our negligence shall not be limited.

Price of the Goods or Services

- a) The price for the first service and the minimum charge per visit to one address currently applicable is shown in the Maintenance Schedule. Subsequent service visits will be charged at prices current at the time of visit (subject always to the minimum charge then applicable).
- b) Additional charges will be made for all repairs, alterations or additions to the equipment, for parts and refills (where applicable), if full access is not provided to areas where our engineers carry out servicing, if replacement, repairs or modifications are needed as a result of changes in relevant and applicable standards or regulations, if faults are caused by you or any other event, person or thing which we could not reasonably be expected to have prevented, for any extra work not comprised in a normal scheduled service visit and for work done outside normal working hours at customer's request unless such charges, in whole or in part, are specifically excluded by reference thereto in the Maintenance schedule.
- c) While we will make every reasonable effort to work with you or others, any interruptions or delays caused by you, your staff, customers or others may also result in additional charges.

Your Responsibilities

- a) You will pay the Company upon receipt of the relevant invoices all sums due under this agreement in accordance with our conditions and no later than 30 days from the date of invoice.
- b) Unless included in the Maintenance schedule overleaf, you will carry out all weekly and monthly inspections of the equipment covered by this agreement, as applicable, having regard to the requirements of the appropriate British Standard. British Standards specify in detail the procedures for carrying out these inspections and a log book must be kept recording each inspection. To assist you in complying with this responsibility, the Fixfire log book also details inspection procedures and the frequency with which they should be carried out.
- c) You will operate the system(s) according to any instructions and user's handbooks issued by us to you from time to time.
- d) You will carry out tests, at least once per week, to prove the correct operation of any equipment used for the remote communication of alarm signals, for example, alarm links between separate buildings or links to a remote alarm receiving centre or direct to the fire brigade or other body expected to respond in the event of an alarm.
- e) You will inform us immediately if the equipment, installation or system(s) covered by the schedule is tampered with, or any part is damaged or stolen, or any part has been subject to any unusual operating or environmental conditions.
- f) You will ensure that any mains electrical power supplies, telephone lines or data connections required for the effective functioning of any equipment covered by this agreement are both provided and maintained operational and safe. You will ensure that any such lines and supplies are working within the specification required by the equipment.
- g) You will give us unhindered access to the equipment and allow us to carry out such testing as may be necessary to carry out our regular inspection or service or confirm the equipment's correct operation for other reasons.
- h) You will advise us in writing if you wish to retain any parts of the system which we may replace from time to time; otherwise we will dispose of them.

- i) You will ensure that the premises and any equipment you provide are safe and without risk for our employees and agents to do what we need to do under this agreement. You will tell us of the location of any concealed pipes and wires which may affect the system and the services and about any known risks and any hazardous materials at your premises.
- j) You will advise us in writing if you wish us to carry out an assessment of the premises to see what level of cover the equipment, installation or system(s) we maintain provides.
- k) You will provide us with information about you, your premises, keyholders and any other relevant information necessary for us to provide the services and write to us in the event that there are any changes to this information.
- l) You will not move or interfere with or attempt to replace the equipment, installation or system(s) we maintain or allow others to do so.
- m) You will not transfer or assign any of your rights or obligations under this agreement.
- n) With respect to Fire Detection and Alarm Systems, you will
 - a. Ensure that the fire alarm panel is checked at least once every 24 hours to confirm that there are no faults on the system,
 - b. Ensure that a clear space of at least 500 mm is preserved in all directions around and below every fire detector, and that all manual call points remain unobstructed and conspicuous;
 - c. Establish a liaison between those responsible for changes in, or maintenance of, the building fabric (including redecoration, etc.) to ensure that the work does not unnecessarily compromise the protection afforded by the system, create system faults or cause false alarms. If structural or occupancy changes occur or are planned, it should be ensured that any necessary changes to the fire alarm system are considered at an early stage;
 - d. Ensure that, when changes are made to the system, record drawings and operating instructions are updated.

Our Responsibilities

- a) Provided that you are complying with your responsibilities, we undertake that our staff shall periodically service the equipment described in the maintenance schedule during the continuance of the agreement.
- b) After each service we will issue an Inspection Certificate confirming the status of the equipment inspected.
- c) If equipment serviced is found to be in an unserviceable condition, we shall have the authority, at our discretion and unless otherwise agreed, to proceed with any remedial works necessary to restore to serviceable condition, all relevant charges then becoming due for payment under the same terms as the charges for the service visit.

Terms of Payment

- a) Our invoices are due for payment on presentation. The time for payment shall be of essence of this contract. If you fail to make payment within 7 days of the due date for the payment of any invoice, whether associated with this agreement or not, without prejudice to any other right or remedy available to us, we shall be entitled to:
 - a. Cancel the agreement or suspend any further delivery to you of goods or carrying out of services;
 - b. Charge you interest (both before and after any judgement) on the amount unpaid, at the base rate of 8% per annum above the Bank of England base rate from time to time from the invoice date, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
 - c. Charge you all legal and other costs incurred in the recovery of debts and any bank charges due to cheques offered in payment which are dishonoured.

Termination

- a) This agreement may be terminated by notice given in writing by either party to the other via registered post, such notice to be a minimum of 3 calendar months prior to the following anniversary date.
- b) We may terminate this agreement or suspend the agreement for a period we consider appropriate if:
 - a. You fail to make payment in accordance with the aforesaid terms of payment
 - b. You commit a serious breach of this agreement or one which has serious consequences.
 - c. You enter into a voluntary agreement with your creditors, become bankrupt or subject to an administration order, have a receiver appointed over your assets or go into liquidation.
 - d. Any legal proceedings are taken against the you or your premises or any part of the premises
 - e. You fail to follow any recommendations or quotation we make for remedial works or work we consider necessary to maintain working equipment or a working installation or system or to maintain adequate coverage in line with appropriate British Standards or legislative requirements.
 - f. You do not follow the operating instructions, or, in the case of Fire Alarm Systems, for reasons within your control, there are an unacceptable number of false alarms.
 - g. You fail to carry out any of your responsibilities as fully described under 'Your responsibilities' above.

General

- a) We are entitled to use third party subcontractors to carry out any of our responsibilities under this agreement.
- b) We are entitled to novate the benefit and burden of any contracts entered into under these conditions to a third party without giving you notice.
- c) Any waiver by us of any breach of contract made by you shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- d) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.
- e) The contract shall be governed by the laws of England and you agree to submit to the non-exclusive jurisdiction of the English courts.
- f) A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect the right or remedy of a third party which exists or is available apart from that act.

TERMS AND CONDITIONS OF SALE

- 1 Definitions**
In this Agreement, the following words shall have the following meanings:
'Completion Date' means any date agreed in writing by the Supplier and the Client by which time the Work is to be completed.
'Client' means the person, partnership or company identified on the Purchase Order Form
'Conditions' has the meaning given in Clause 12.4.
'Goods' means the goods identified in the Quotation or as further notified to the Client to be purchased by the Supplier, after agreement between the Parties.
'Quotation' means the document to which these Terms and Conditions of Sale are attached together with any correspondence sent by the Supplier prior to the Client accepting the Supplier's quote.
'Services' means the services identified in the Quotation or as further notified to the Client.
'Supplier' means Avansys LLP registered in England No OC384483, registered office address: Mayflower House, Bodmin Road, Coventry, CV2 5DB. Fixfire® is a trade mark of Avansys LLP. 'Survey' has the meaning given in Clause 2.3.
'Work' means the Services and the Goods that the Supplier shall provide for and to the Client.
- 2 Work and materials**
2.1 The Supplier agrees to provide:
2.1.1 the Services; and
2.1.2 the Goods to the Client subject to the provisions of these Terms and Conditions of Sale.
2.2 By accepting the Supplier's Quotation (with or without amendment) the Client agrees to be bound by these Terms and Conditions of Sale.
2.3 The Supplier may need to carry out a survey and inspection of the buildings, electrical supply, water supply, computer equipment and other facilities of the Client ('the Survey'). The Client acknowledges and agrees that the matters detailed in the Survey ('Client Action') which require action on the part of the Client shall be carried out before any Work is carried out.
2.4 This agreement may be varied, or added to, from time to time, in writing and signed by both Parties. The changes shall be clearly identified, together with the additional or different sums to be paid by the Client.
- 3 Performance of the Work**
3.1 Goods. On receiving confirmation from the Client that they want the Supplier to carry out the Works, the Supplier shall order the Goods.
3.2 Services. The Parties shall agree the time and place when the Services shall be performed, subject to the availability of the Supplier's staff and agents and the availability and delivery of the Goods.
3.3 The Supplier shall use reasonable endeavours to complete the Services by the Completion Date or meet such other dates as agreed by the Parties.
3.4 Time shall not be of the essence:
3.4.1 for ordering of the Goods;
3.4.2 for the delivery of the Goods;
3.4.3 for any times for when the Services are to be performed, whether given or agreed to by the Supplier, or
3.4.4 for the length of time that any of the Services are to take, whether specified in the Specification Document or otherwise; or
3.4.5 for the Completion Date or such other date as agreed by the Parties.
- 4 Sums to be paid and payment**
4.1 Goods. When the Goods are ordered, the Supplier shall invoice the Client for the price specified by the supplier of the Goods plus the cost of any insurance, packaging, transportation and delivery charges. Except where otherwise agreed in writing the Client shall pay the invoice within 30 days of the date of the invoice.
4.2 Services. Except where otherwise agreed in writing payment for sums due for the Services shall be made within 30 days of the date of invoice.
4.3 All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the Client.
4.4 If payment of any sum due under this Agreement is not received by any due date specified for that sum, the Supplier shall be entitled to:
4.4.1 charge interest on the outstanding amount at the rate of 8% per annum above the Bank of England base rate, accruing daily;
4.4.2 require that the Client make a payment in advance of any Services or part of the Services not yet supplied;
4.4.3 not provide any further Services or part of the Services; or
4.4.4 terminate this Agreement as provided for in Clause 15.
4.5 Without prejudice to any other right available to the Supplier, the Supplier shall be entitled to charge to the Client all legal and other costs reasonably incurred in the recovery of any debts and any bank charges made due to cheques offered in payment which are dishonoured.
4.6 All payments shall quote the Supplier's invoice number and other reference numbers.
- 5 Delivery of the Goods**
5.1 The Supplier shall deliver the Goods to the address specified by the Client on the date that the Supplier shall specify for the delivery ('the Delivery Date').
5.2 For the avoidance of doubt, the Delivery Date or other date given under this Agreement is no more than an estimate, and shall not be of the essence.
- 6 Risk**
The risk in the Goods shall pass to the Client on the Delivery Date.
- 7 Property**
The property in the Goods shall not pass to the Client until the Supplier has received the payment of the sums due in regard to the Goods (and any other sums that are due or owing to the Supplier) in full, whether or not delivery has made.
- 8 Time Limit for Claims**
8.1 The Client acknowledges and agrees that:
8.1.1 the Supplier has not given any warranty or condition as to the quality or fitness for any purpose of the Goods;
8.1.2 all conditions or warranties, express or implied (whether by statute or otherwise), are expressly excluded;
8.2 Any Claim by the Client which is based on any defect in the quality or condition of the Goods shall (whether or not delivery is refused by the Client) be notified to the Supplier within 7 days from the date of delivery or (where a defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Client does not notify the Supplier accordingly, the Client shall not be entitled to reject the Goods and the Supplier shall have no liability for such defect or failure, and the Client shall be bound to pay the price as if the Goods had been delivered in accordance with this Agreement.
8.3 Where Goods are despatched to the Client by carrier, non-delivery must be advised in writing within 14 days of the invoice date for the Goods, failing which the Client shall be deemed to have received the Goods and shall be bound to pay the price as if the Goods had been delivered in accordance with this agreement.
8.4 Any shortage in Goods delivered to the Client must be advised to the Supplier within 3 days of the date of delivery, failing which the Client shall be deemed to have received the Goods and shall be bound to pay the price as if the Goods had been delivered in accordance with this agreement.
- 9 The Client's obligations**
9.1 The Client acknowledges and agrees that for the Supplier to be able to provide the Services the Client shall:
9.1.1 permit the Supplier, its employees and agents to carry out the Survey if required at such times as the Supplier may reasonably specify;
9.1.2 carry out the Client Action by the time and date agreed between the Supplier and the Client;
9.1.3 co-operate with the Supplier as the Supplier reasonably requires;
9.1.4 provide to the Supplier such information and documentation as the Supplier reasonably requires;
9.1.5 obtain all permissions, consents (including, but not limited to, planning permission), and health and safety approvals from such organisations and authorities which are required for the Goods to be installed and for the Services to be carried out;
9.1.6 make available to the Supplier the facilities, resources, working space and staff as the Supplier reasonably requires from time-to-time; and
9.1.7 instruct the Client's staff and agents to co-operate and assist the Supplier.
9.2 The Supplier may charge the Client for any additional reasonable costs and expenses incurred by the Supplier caused by the Client's instructions, failure to provide instructions, or failure to comply with Clause 9.1.
- 10 Services**
10.1 The Parties shall agree the time and place when the Services shall be performed, subject to the availability of the Supplier's staff and agents.
10.2 The Supplier shall use reasonable endeavours to complete the Services by the Completion Date or meet such other dates as agreed by the Parties.
10.3 Time shall not be of the essence:
10.3.1 for any times for when the Services are to be performed; or
10.3.2 for the length of time that any of the Services are to take; or
10.3.3 for the Completion Date or such other date as agreed by the Parties.
- 11 Defects in the Goods**
11.1 The Supplier will, at its option, either make good by repair or by the supply of a replacement, where defects which, under proper use, appear in the Goods within a period of 12 months after the Goods have been delivered and installed, provided that:
11.1.1 the Client notifies the Supplier in writing of the claimed defects immediately on their appearance; and
11.1.2 the Supplier is satisfied that the defects arise solely from faulty design (other than a design made, furnished or specified by the Client for which the Supplier has disclaimed responsibility in writing), materials or workmanship; and
11.1.3 if required by the Supplier, any part of the Goods claimed to be defective are returned to the Supplier at the expense of the Client.
11.2 The repaired or replacement Goods will be delivered to the Client to the original place of delivery, but otherwise subject to the provisions of this Agreement.
11.3 As an alternative to Clause 11.1, the Supplier shall be, in its absolute discretion, entitled to return the sums paid by the Client for the Goods to the Client if the Client has already paid such sums when the claimed defect is notified by the Client to the Supplier.
11.4 The remedy provided in this Clause 11 is without prejudice to the other provisions of this Agreement, including, without limitation, Clause 12 below.
- 12 Liability for the Goods**
12.1 The Supplier shall not incur or accept any liability concerning any representation made by the Supplier (or made on the Supplier's behalf) to the Client (or any person acting on behalf of the Client) prior to the making of this Agreement where such representation was made or given in relation to the Conditions;
12.2 The Supplier shall not accept any liability to the Client concerning any express term or provision of this Agreement relating to the Goods where such a term relates to the Conditions;
12.3 All terms, conditions or warranties implied by statute or common law relating to the Conditions concerning the Goods are excluded from the Agreement to the fullest extent permitted by law;
12.4 'The Conditions' means:
12.4.1 the correspondence of the goods with any description; and/or
12.4.2 the quality of the goods; and/or
12.4.3 the fitness of the goods for any purpose(s) whatsoever (whether made known to the Supplier or not).
- 13 Warranties, liability and indemnities for the Services**
13.1 The Supplier warrants that it will use reasonable care in performing the Services.
13.2 If any part of the Services is performed negligently or in breach of the provisions of this Agreement then, at the request of the Client (if the request is given within six months of the Completion Date), the Supplier will re-perform the relevant part of the Services, always subject to Clause 14.1 and Clause 14.2 below.
13.3 The Supplier expressly does not warrant that any result or objective, whether stated in this Agreement or not, shall be achieved, be achievable or be attained at all or by a given Completion Date or any other date.
- 14 Liability generally**
14.1 Except in the case of death or personal injury caused by the Supplier's negligence, the Supplier's liability under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise whatsoever, shall be limited in respect of any claim to the greater of:
14.1.1 the sum for which the Supplier carries insurance cover regardless of whether such insurance is sufficient to cover the claim giving rise to the liability; or
14.1.2 the sum of £50,000.
14.2 The Supplier will not be responsible for the following:
14.2.1 Loss in relation to systems installed at the Client's premises prior to the date of this agreement arising:
14.2.1.1 before the completion of the Supplier's first routine inspection visit to the Client's premises; or
14.2.1.2 during the first 12 months from the start date of this agreement as a result of that part of a fire system which has not yet been inspected.
14.2.2 Loss due to the acts or neglect of any other person including the Client, the provider of any telephone line, redcare or other type of communication technology, police, fire or other authority or individual. None of these is the Supplier's agent for any purpose.
14.2.3 Delays, interruptions or suspensions in providing the Services, which are due to any other person (including the Client), thing or event which we could not reasonably be expected to prevent.
14.2.4 Loss due to the fact that equipment or cabling not supplied by the Supplier is connected to or installed near to any equipment or system installed by the Supplier.
14.2.5 Loss resulting from:
14.2.5.1 the fire, police or other authority failing to act in accordance with a proper emergency response;
14.2.5.2 a signal transmitted to the Supplier's alarm receiving centre not being received by the Supplier for reasons beyond the Supplier's control;
14.2.5.3 the failure of any cables or wiring installed within the fabric of the Client's Premises or buried underground prior to the start date;
14.2.5.4 the activation of a circuit breaker which affects the power supply to any part of the system installed by the Supplier; or
14.2.5.5 any other cause beyond the Supplier's reasonable control and not caused by our lack of reasonable care.
14.2.5.6 Losses due to the Client failing to follow the Supplier's recommendations given for additions, repairs or any work required to the system supplied by the Supplier.
14.2.5.7 Losses outside the purpose of the system installed by the Supplier.
14.2.5.8 Where equipment is damaged or lost in transit, unless the Client notifies the Supplier in writing within 10 days from the date of despatch of the equipment to the Client's premises.
14.2.5.9 Damage unavoidably caused to decorations, fittings and the like at the Client's premises as a result of any installation by the supplier or the provision by the Supplier of any services.
14.3 Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
14.4 The Client shall share liability and not hold harmless the Supplier from and against all Claims and Losses arising from loss, damage, liability, injury to the Supplier employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any information supplied to the Supplier, its employees or suppliers by the Client within or without the scope of this Agreement. 'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and 'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.
14.5 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
14.6 Where the Goods or Services are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Client are not affected by these Terms.
- 15 Termination**
15.1 The Supplier may terminate this Agreement if:
15.1.1 the Client does not pay the amount(s) specified in the invoice(s) for the Goods or Services and upon the Supplier giving the Client 14 days' notice following the date specified for the payment of the invoice(s) in Clause 4.1;
15.1.2 the Client fails to carry out the Client Action and upon the Supplier giving the Client 14 days' notice following the end of the period specified by the Supplier under Clause 9.1.2.
15.2 Without prejudice to Clause 15.1 and any other remedies or rights, either Party may terminate this Agreement at any time by written notice to the other Party ('Other Party') and the notice taking effect as specified in the notice.
15.2.1 If the Other Party is in material breach of its obligations under this Agreement, and where a breach is capable of remedy within 14 days, the breach is not remedied with 14 days by the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or
15.2.2 if the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-constitution), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
15.3 If this Agreement is terminated because of the reason specified in Clause 16.1 above, then the Client shall pay for all Work carried out up to the date of termination and all sums due for payment after the date of termination which arise from commitments entered by the Supplier for the performance of the Work prior to the date of termination.
- 16 General**
16.1 Force majeure
Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.
16.2 Entire agreement
This Agreement contains the whole agreement between the parties in respect of the sale and installation of the Goods and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.
16.3 Waiver
No failure or delay by the Supplier in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
16.4 Severance
If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
16.5 Interpretation
In this Agreement unless the context otherwise requires:
16.5.1 words importing any gender include every gender;
16.5.2 words importing the singular number include the plural number and vice versa;
16.5.3 words importing persons include firms, companies and corporations and vice versa;
16.5.4 references to numbered clauses are references to the relevant clause in this Agreement;
16.5.5 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
16.5.6 the headings to the clauses of this Agreement shall not affect the interpretation;
16.5.7 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bylaw made under that enactment;
16.5.8 where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.
16.6 Notices
16.6.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail, or by facsimile or email (confirmed by first class mail), to the address or facsimile number of the relevant Party set out in the Quotation, or such other address or facsimile number as that Party may from time to time notify to the other Party in accordance with this clause 17.11.
16.6.2 Notices sent as above shall be deemed to have been received three working days after the day of posting (in the case of inland first class mail), or on the next working day after transmission (in the case of facsimile messages, but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile machine, confirming that the facsimile was sent to the number indicated above and confirming that all pages were successfully transmitted).
16.6.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.
16.7 Law and jurisdiction
The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.
16.8 Third parties
For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 17 Cancellation Rights-Consumer Contracts**
17.1 This clause shall apply where the client is dealing as a consumer and the Consumer Protection (Distance Selling) Regulations 2000 apply.
17.2 Your right of cancellation
17.2.1 The Client has the right to cancel the contract at any time up to the end of seven working days after it receives the goods or, in the case of services, the date the Supplier sends its order confirmation (see below). A working day is any day other than weekends and bank or other public holidays.
17.2.2 To exercise its right of cancellation, the Client must give written notice to the Supplier by hand or post, fax or email, at the address, fax number or email address shown below, giving details of the goods ordered and (where appropriate) their delivery.
17.2.3 If the Client exercises its right of cancellation after the goods have been delivered to it, the Client will be responsible for returning the goods to the Supplier at its own cost. The goods must be returned to the address shown below. The Client must take reasonable care to ensure the goods are not damaged in the meantime or in transit.
17.2.4 Once the Client has notified the Supplier that it is cancelling the contract, the Supplier will refund or re-credit the Client within 30 days for any sum that has been paid by it or debited from its credit card for the goods or services.
17.2.5 If the Client does not return the goods as required, the Supplier may charge the Client a sum not exceeding the direct costs of recovering the goods.
17.2.6 You do not have the right to cancel the contract if the order is for audio or video recordings or computer software which have been unsealed by you, or for goods which by their nature cannot be returned or are liable to deteriorate or expire rapidly. The Supplier will notify you at the time your order is accepted if this applies.



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