



Fire Safety Specialists Ltd

10 Martin Rise
Eckington
Sheffield
South Yorkshire
S21 4HH

Tel: 01246 434 314
Fax: 01246 434 314
Mobile: 0776 729 2633
e-mail: chrismaher@fire-safety-specialists.co.uk
www.fire-safety-specialists.co.uk

TERMS AND CONDITIONS of BUSINESS

OF

FIRE SAFETY SPECIALISTS LIMITED

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Service Specification;
- 1.2 "Customer" means the organisation or person who purchases services from the Supplier;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "Service Specification" means a statement of work, quotation or other similar document describing, amongst other things, the services to be provided by the Supplier;
- 1.5 "Supplier" means Fire Safety Specialists Limited of 10, Martin Rise, Eckington, Sheffield S21 4HH

2 GENERAL

- 2.1 These Terms and Conditions apply to all contracts for the supply of services by the Supplier to the Customer and override any other contractual provisions which the Customer may seek to impose on the Supplier.
- 2.2 Before the start of the services the Supplier will send to the Customer a Service Specification which will describe the services to be performed and the fees payable. The Customer will notify the Supplier immediately if the Customer does not agree with the contents of the Service Specification. All Service Specifications will be subject to these Terms and Conditions.
- 2.3 The Supplier shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services. In particular the Supplier may change the content of and the time needed to perform its services where this is needed to allow it to conform with any safety or other statutory requirement.
- 2.4 The Customer will provide the Supplier with any risk assessment or health and safety policy document relating to or associated with any premises to be surveyed by the Supplier before such survey is due to take place.

3 FEES, PAYMENT and INTEREST

The fees for the performance of the services are as set out in the Service Specification. The Supplier shall invoice the Customer for the services on completion of the work.

- 3.2 Invoiced amounts will be due and payable within 14 days from the date of invoice. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due, calculated from day to day, until the date when cleared funds are received at the rate set from time to time by The Late Payment of Commercial Debts (Interest) Act 1998 and any regulations made under that Act. In addition the Supplier may recover from the Customer its administrative time, debt collection agency



Fire Safety Specialists Ltd

10 Martin Rise
Eckington
Sheffield
South Yorkshire
S21 4HH

Tel: 01246 434 314
Fax: 01246 434 314
Mobile: 0776 729 2633
e-mail: chrismaher@fire-safety-specialists.co.uk
www.fire-safety-specialists.co.uk

costs, legal costs and all expenses and disbursements and bank charges resulting from re-presenting cheques associated with overdue payments due to the Supplier.

- 3.3 If the Customer's procedures require that an invoice be submitted against a purchase order to enable payment, then the Customer will be responsible for issuing such purchase order before the services are supplied.

4 CUSTOMER'S OBLIGATIONS

- 4.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:

4.1.1 co-operate with the Supplier;

4.1.2 provide the Supplier with any information reasonably required by the Supplier;

4.1.3 obtain all necessary permissions and consents which may be required before the start of the services and in particular, for survey work, free access to the whole of the premises to be surveyed on the date or dates and at the times specified by the Supplier; and

4.1.4 comply with such other requirements as may be set out in the Service Specification or otherwise agreed between the parties.

- 4.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier (including waiting time) as a result of the Customer's failure to comply with Clause 4.1.

- 4.3 Without prejudice to any other of the Supplier's rights, if the Customer unlawfully postpones or cancels the services agreed to in the Service Specification, the Customer shall be required to pay to the Supplier (as agreed damages and not as a penalty) the full amount of any third party costs to which the Supplier has committed and

- 4.3.1 in respect of the cancellation of survey work on less than 14 calendar days written notice: the full amount of the services contracted for as set out in the Service Specification or

- 4.3.2 in respect of the cancellation of a delegate's attendance at a training event on less than 7 calendar days written notice: the full amount of that delegate's rate.

and the Customer agrees these are genuine pre-estimates of the Supplier's losses in such cases. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 4.1 shall be deemed to be a cancellation of the services and subject to the payment of the damages set out in this Clause.

- 4.4 If the Customer or any third party, not being a sub-contractor of the Supplier, omits or commits anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:

4.4.1 the Supplier shall have no liability in respect of any delay to the completion of any project;

4.4.2 if applicable, the timetable for the project will be modified accordingly;

4.4.3 the Supplier will notify the Customer at the same time if it intends to make any claim for additional costs.

5 ALTERATIONS TO THE SERVICE SPECIFICATION

- 5.1 The parties can at any time mutually agree upon and execute new Service Specifications. Any alterations in the scope of services to be provided under this Agreement will be set out in the Service



Fire Safety Specialists Ltd

10 Martin Rise
Eckington
Sheffield
South Yorkshire
S21 4HH

Tel: 01246 434 314
Fax: 01246 434 314
Mobile: 0776 729 2633
e-mail: chrismaher@fire-safety-specialists.co.uk
www.fire-safety-specialists.co.uk

Specification, which shall reflect the changed services and fees and any other terms agreed between the parties.

- 5.2 The Customer may at any time request alterations to the Service Specification by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the fees and any other terms already agreed between the parties.
- 5.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.
- 5.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Service Specification shall be amended to reflect such alterations and then the Supplier will perform this Agreement on the basis of such amended terms.
- 5.5 The Supplier reserves the right to postpone the date set for the provision of training services where the number of delegates booked or booked then cancelled does not make it economically viable for the Supplier to supply the training services.

6 WARRANTY

- 6.1 The Supplier warrants that the services performed under this Agreement will be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
- 6.2 Without prejudice to Clause 6.1, and except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the services to be provided by the Supplier.

7 INDEMNIFICATION

The Customer will indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any services provided by the Supplier in accordance with the Service Specification infringes a patent, copyright or trade secret or other rights of a third party.

8 LIMITATION AND EXCLUSION OF LIABILITY

- 8.1 Except in respect of death or personal injury due to negligence (for which no limit applies), the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the amount of professional indemnity insurance held by the Supplier.
- 8.2 In no event will the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.
- 8.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.



Fire Safety Specialists Ltd

10 Martin Rise
Eckington
Sheffield
South Yorkshire
S21 4HH

Tel: 01246 434 314
Fax: 01246 434 314
Mobile: 0776 729 2633
e-mail: chrismaher@fire-safety-specialists.co.uk
www.fire-safety-specialists.co.uk

8.4 The Customer acknowledges that any survey report provided by the Supplier is provided for the sole and exclusive use of the Customer to meet its statutory obligations and any collateral warranties are hereby excluded.

8.5 The Customer acknowledges that it has sole responsibility at its sole cost to carry out any recommendations made by the Supplier in any survey report provided by the Supplier unless such responsibility has been agreed to be adopted by the Supplier in the Service Specification.

9 TERMINATION

Either party may terminate this Agreement immediately by notice in writing to the other if:

9.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

9.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

9.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

9.4 the other party ceases to carry on its business or substantially the whole of its business; or

9.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

10 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights associated with the supply of the services shall, if not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

11 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

12 INDEPENDENT CONTRACTORS

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement.



Fire Safety Specialists Ltd

10 Martin Rise
Eckington
Sheffield
South Yorkshire
S21 4HH

Tel: 01246 434 314
Fax: 01246 434 314
Mobile: 0776 729 2633
e-mail: chrismaher@fire-safety-specialists.co.uk
www.fire-safety-specialists.co.uk

13 ASSIGNMENT

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

14 SEVERABILITY

If any provision of these Terms and Conditions are held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

15 WAIVER

The failure by either party to enforce at any time or for any period any one or more of these Terms and Conditions shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

16 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Service Specification or such other address as such party may from time to time have communicated to the other in writing. If such notice is sent by:

Email then it shall be deemed to be received on the day it was sent or

By fax it shall be deemed to be served on receipt of an error free transmission report or

By letter it shall be deemed to have been served at the time at which the letter was delivered personally or, if sent by post, shall be deemed to have been delivered in the ordinary course of post.

17 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

18 NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

19 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

October 2007 Edition