



## Terms and Conditions

1. These terms and conditions are incorporated into all contracts for the provision of any of the following services by Source Fire Risk Management Ltd and/or its subsidiaries:

Services:

- The services relating to fire risk assessment and/or review of the Customer's identified premises (the 'Fire Risk Assessment' or 'Review Services' - see below) **Or**
- The services relating to design and/or installation of a fire alarm and/or emergency lighting and/or fire sprinkler systems or other fire fighting or fire detection systems at the Customer's identified premises (the 'Design and Installation Services' - see below) **Or**
- The training services comprising those packaged or other bespoke services as offered by the Company from time to time (the 'Training Services' - see below) **Or**
- The services to inspect and service the Customer's equipment at the designated Customer Addresses relating to such of Fire Fighting, Fire Alarms, Emergency Lighting, Fire Sprinkler, Pump Sets, Fire Mains and/or Fire Signage (the 'Inspection and Maintenance Services' - see below)
- As in each case is more particularly specified in the Quotation as defined below.

2. The General Terms and Conditions specified below shall apply to all Contracts as defined below. The Special Terms and Conditions applicable to the type(s) of services to which each Contract relates shall also apply and be incorporated into each such Contract.

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Source Fire Risk Management Ltd is a limited company registered in England and Wales.  
Company Registration No. 8200505  
Registered Office: Unit J1, Durban Road, Bognor Regis, West Sussex PO22 9QT

## General Terms and Conditions

The following expressions shall have the following meanings:

**Company:** Source Fire Risk Management Ltd and/or its subsidiaries.

**Contract:** the contract entered into by the Customer for the provision of the Services by the Company.

**Customer:** the person, firm or company who enters into a contract for the provision of Services by the Company.

**Customer Address:** the address designated as such in the Quotation.

**Quotation:** the document provided by the Company to the Customer setting out the charges payable for the Services requested by the Customer.

**Price:** the price for the performance of the Services, subject to variation pursuant to General Conditions 5 or 8 below, all prices exclude any VAT which shall be added and which shall also be payable by the Customer.

**VAT:** value added tax chargeable under English law for the time being and any similar or additional tax duty levy or charge.

3. These terms shall apply to the exclusion of all other terms and conditions or any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing.

4. The Customer's written acceptance of the Quotation, constitutes an offer by the Customer to purchase the Services specified in the Quotation on these Conditions. No offer placed by the Customer shall be accepted by the Company other than by:

(a) written acknowledgement issued and executed by the Company; **OR**

(b) (if earlier) the Company starting to provide the Services, when a Contract for the supply and purchase of those Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any written acceptance, purchase order or other document shall not govern the Contract.

5. Any variations to the Contract shall only be agreed on the previous written consent of the Company. This includes changes or additions to the location(s) for performance of Services intended

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to be covered by the Contract. The Company would not normally refuse its consent to substitutions or additions to the Contract on revision of price to reflect these changes.

6. The Company agrees to perform the Services in such a way as to ensure compliance with the Regulatory Reform (Fire Safety) Order 2005 and any subsequent amendment or replacement legislation, current British Standards, the relevant Manufacturers Instructions and industry best practice. The Company agrees to provide the Services through suitable staff either by means of professional qualification and/or relevant industry experience who are competent in the activities which they perform, and in any event in accordance with legal requirements for such staff.

7. The Company reserves the right to vary its prices for the Services prevailing from time to time to reflect any increase in external costs incurred by the Company or in its own overheads, or to meet new legislation standards and compliance.

8. The Company is not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of Services or their application, even if the Company is or has been negligent. Nothing in these terms restricts or limits the Company's liability for death or personal injury resulting from its negligence. For all other liabilities not referred to elsewhere in these terms the Company's liability is limited in damages to the price of the Services in question.

9. If the Customer wishes to cancel any part of the Services prior to commencement of the Services being provided, the Customer shall be liable to pay a cancellation fee. The amount of the cancellation fee shall be calculated as follows:

(a) where the Customer cancels the Services in question by Notice in writing not less than 28 days before the scheduled date for services to be commenced, or if no such date has yet been scheduled, the cancellation fee shall be the Price for the Services in question less 30%

(b) where the Customer cancels the Services in question by Notice in writing less than 28 days before the scheduled date for the services to be commenced, then the cancellation fee shall be the full Price for the Services in question.

10. Any goods supplied to the Customer by the Company (including reports, appendices, manuals and materials) shall remain the property of the Company until full payment of all invoices relating to the supply of the goods in question. The Customer authorises the Company to have access to the premises to repossess any equipment and parts without further notice, unless title to such goods has passed to the customer.

11. Notices and communications relating to the Contract shall be served either

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- (a) by email sent to the designated email address of the party concerned or
- (b) by post to the address specified by each party in the Quotation.

Each party may serve notice on the other at any time to specify a new address for service, or a new email address.

12. Any communication by email shall be accepted as in writing for the purposes of any contract incorporating these terms and conditions.

13. The Company shall be entitled to serve notice to terminate the Contract with immediate effect in the event that:

- (a) the Customer makes any voluntary arrangements with its creditors or (being an individual) becomes bankrupt or (being a company) enters administration, or goes into liquidation, or a moratorium comes into force in respect of the Customer (within the meaning of the Insolvency Act 1986) or ceases to trade or carry on business
- (b) the Customer has breached any provision of the Contract and, in the case of a breach capable of remedy, fails to remedy the same within 7 days of receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

14. The formation and construction of the Contract and the performance of the Services shall be governed by and construed in accordance with English law and the parties irrevocably agree to submit to the exclusive jurisdiction of the English Courts.

15. Our Payment Terms - All standard payment terms are 30 days from date of invoice. We will exercise our statutory right to claim interest (at 8% over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment legislation.

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## Special Terms and Conditions:

### For Design and Installation Services

A. The special terms and conditions in this section shall apply and be incorporated into any Contract for the provision of Design and Installation Services.

B. The following shall be added to General Condition 6 above:

“It is the Customer's responsibility to provide full and correct information to the Company relating to the premises in question, the activities conducted there, and the people who access the premises. “

C. Where applicable a Certificate relating to the installation shall be issued to the Customer following completion of the Services provided.

### For Fire Risk Assessment or Review Services

A. The special terms and conditions in this section shall apply and be incorporated into any Contract for the provision of Fire Risk Assessment or Review Services.

B. The following shall be added to General Condition 6 above:

Fire risk assessment report(s) will be provided within 28 working days from the date of the site visit: Reports needing to be provided prior to the standard 28 working day provision are priced on application.

“It is the Customer's responsibility to provide full and correct information to the Company relating to the premises in question including full address and postcode, size of the property by unit, square meters or similar, layout of the building including the number of blocks and their nature, the activities conducted there and the people who access the premises.”

“It is the Customer's responsibility to ensure that keys, codes, personnel or similar are provided to Source Fire prior to the arranged day or at the agreed attendance time.”

“It is the Customer's responsibility to provide access to the building(s) at the previously arranged time and date, failure to do so will incur an attendance fee equivalent to the full cost”

“It is the Customer's responsibility to ensure that the building(s) is in a safe and acceptable condition such that a fire risk assessment or review can be completed as deemed by the attending assessor. “

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#### For Training Services

A. The special terms and conditions in this section shall apply and be incorporated into any Contract for the provision of Training Services.

B. General Term and Condition 5 above shall not apply to Training Services and shall be replaced with the following:

“Any variations to the Contract shall only be agreed on the previous written consent of the Company. This includes changes or additions to the type of training, the number of persons to receive training, or the locations of training intended to be covered by the Contract. The Company would not normally refuse its consent to substitutions or additions to the Contract on revision of price to reflect these changes.”

C. Where applicable a Certificate of completion of training shall be issued to the Customer following completion of the Services provided.

#### For Inspection and Maintenance Services

A. The special terms and conditions in this section shall apply and be incorporated into any Contract for the provision of Inspection and Maintenance Services.

B. Where applicable a Certificate of Inspection shall be issued to the Customer following completion of the Services provided.

C. General Term and Condition 9 above shall not apply to Inspection and Maintenance Services and shall be replaced with the following:

“Subject to General Term and Condition 13, the Contract shall remain in force for the period specified in the Quotation or if none is specified, it shall continue until it is terminated by not less than 12 months previous notice in writing by one party to the other. The Contract remains in full force and effect until the date of termination. If the Customer terminates the Contract other than on the grounds of fundamental breach on the part of the Company, then the Customer shall be liable to pay:

#### **EITHER**

(a) a cancellation fee to the Company equal to the amount of the charges for the same service invoiced to the Customer in the period of 12 months prior to cancellation OR

(b) if such a period of 12 months has neither commenced nor has expired, then a cancellation fee equal to the anticipated charges for the same service in the first year of the Contract but subject (in either case above) to a deduction of 30%.”

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D. Unless expressly stated otherwise by the Company, the price in the Quotation includes standard service labour costs only, but excludes any cost for replacement parts, equipment spares and/or repairs needed to the Customer's equipment. "Standard" excludes emergency callouts and any parts as above. Separate prices apply to emergency callouts. Such non-included services and parts shall be provided as a matter of course, to ensure that the Company fulfils its obligations under the Contract, and so that the Customer complies with its legal obligations.

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