# Your attention is particularly drawn to the provisions of clause 14. 6.4

1 OUT attention is particularly urawn to the provisions of clat.

DEFINITIONS

1.1 In these Conditions, the following definitions apply:
"Carlificate" An inspection certificate detailing the condition of any Equipment andfor the respect of which We have provided Services and/or the type and quantity of any Goods provided growing the provided Services and/or the type and quantity of any Goods provided growing the provided Services and/or the type and quantity of any Goods provided growing the g

Inspect to winds a Yeard (processes of the processes of t

"Additional Services" Any services supplied to You by Us under the Contract that are not Routine Services.
"Force Majeure Event" An event beyond the relevant person's reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving its workforce or any other party), failure of a utility service or transport network, act of God, war, rot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation of oriection, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
"Godods" Any goods (or any part of them) including spare and replacement parts supplied by Us to You as part of the Services or otherwise ordered by You from Us.
"Legislation"
All codes, Juny, Jun

Specification.

\*\*Minimum Charge\*\*\* Unless otherwise agreed between You and Us in writing, the amount stated in the Specification as the minimum amount or, if none is stated, £20 plus VAT.

\*\*Minimum Term\*\*\* One year from the Commencement Date:

\*\*Order\*\*\* Your order for the supply of Goods and/or Services as set out in Your written acceptance of the Quotation or I/Our order in the Quotation or I/Our order in the Quotation or Jour order in the Quotation or jour order in the Quotation or jour order to the Quotation or Jour order to Our of the price(s) possible by You for the provision of any Goods or Services.

\*\*Additional Services and any other services that We may provide to You for the prices or the University of the Provision of the Provisi

"Services" any Routine Services and Additional Services and any other services that We may provic
to You from time to time under the Contract.

"Service Visit" any attendance by Us at the Site for the provision of the Routine Services.

"Site" the location set out in the Specification or, to the extent that it is relevant, any other location
where We have aggreed to provide any Goods or Services to You.

"Specification" the Specification of the relevant Goods and/or Services to be provide to You by Us
under these Conditions.

"Spend Limit" the spend limit as stated in the Specification or as otherwise agreed in writing between

the parties.

\*Supplier Materials \*has the meaning set out in clause 9.1.7.

\*Suptem\* Vour fire alarm system as referred to in the Specification.

\*System\* Vour fire alarm system as referred to in the Specification.

\*Termination Ferriod\* The period of time from the date of remination of the Contract to the expiry of the Minimum Period or the period of time in respect of which proper notice under clause 2.1 has not been given, or in the ease of remination pursuant to clause 123 or 12.4 then the period of 3 months from the date of termination pursuant to those clauses (as the case may be)

\*\*Term\*\* "We" "Our" \*\*\* Mire Tult, registered in England and Wales with company number 07656126.

\*\*Your ""vour" the person or firm who purchases any Goods and/or Services from Us.

1.2.1 The tasse Conditions, the following rules apply:
1.2.1 The singular includes the plural and vice versa, and words importing one gender include all genders.

1.2.4

Headings are for ease of reference only.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a party includes its successors or permitted assigns.

A reference to a statute or statutory provision is a reference to such statute or statutory provision in a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision includes any subordinate legislation made under that statute or statutory provision as amended or re-created.

Any phrase introduced by the terms including, include, in particular or any similar expression shall be constructed as illustrative and shall not limit the sense of the words preceding those terms.

A reference to writing or written does not include 126

## 1.2.7

- 12.7 A NAME OF THE OFFICE OFFICE OF THE OFFICE OFFI 2. 2.1
- 2.2
- The Order consumes an order of the Order of Conditions.

  The Order shall only be deemed to be accepted whe We issue written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date)

  The Contract constitutes the entire agreement between You and Us. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty mude or given by or on Our behalf which is not set out in the Contract.

  Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless agreed in writing and signed
- of any additional terms and conditions shall be effective unless agreed in writing and signed by Us. Any samples, drawings, descriptive matter or advertising issued by Us and any descriptions of the Goods or illustrations or descriptions of the Services contained in Our catalogues or brochures or on Our website are issued or published for the sole purpose of giving an approximate idue of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

  These Conditions apply to the Contract to the exclusion of any other terms that You may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any quotation given by Us shall not constitute an offer, and is only valid for a period of 60 days from its date of issue.

  All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

  You must notify Us within 7 days of the Commencement Date if any of the details set out in the Specification are incorrect, otherwise those details shall be deemed to be correct. 2.5 2.6
- 2.7
- 2.8

- Specification are meaning of the Goods provided by Us to You is set out in the Certificate.

  A description of the Goods provided by Us to You is set out in the Certificate.

  We reserve the right to amend the specification of the Goods if required by any Legislation.
- 4.

- A userspinot in the Output for the Output for the Output for the Output for O 4.4
- supply of the Goods.

  If You fail to accept or take delivery of the Goods, then except where such failure or delay is caused by You or Us suffering from a Force Majoure Event or by Our failure to comply with Our obligations under the Contract in respect of the Goods.

  4.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the Section of the Goods of You, and the day on which We first attempt to make delivery of the Goods to You, and the Goods to You are considered to the Cooks of You and the Cooks of You are considered to the Cooks of You and the Cooks of You are considered to the Cooks of You and You are considered to the Cooks of You are considered to the Young the Youn 4.5

- 4.5.2 We shall store the Goods until delivery takes place, and charge You for all related codes to You, and 4.5.2 We shall store the Goods until delivery takes place, and charge You for all related codes and expenses (including insurance).

  If 20 days after We first attempt to make delivery of the Goods to You, You have not accepted delivery of the Month of the Goods and after deducting reasonable storage and selling costs, account to You for any excess over the price of the Goods. We may deliver the Goods by instalments, which shall be invoited and paid for separately. Each instalment shall constitute a separate contract Any delay in delivery or defect in an Each instalment shall constitute a separate contract Any delay in delivery or defect in an Each instalment and contract on the contract of the Codes of the Codes shall:

  COLALTY OF GOODS

  We warrant that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:

  5.1.1 conform in all material respects with their description;

  5.1.2 be free from material defects in design, material and workmanship; 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

  5.1.4 be fif or any purpose held out by Us. 5.2 subject to clause 5.3, if.

  5.2.1 You give notice in writing within a reasonable time of discovery that some or all of the Goods to the Goods to the Codes to the Codes of the Sale of Goods Act 1979; and the Codes of the C

- 5.3.2
  - clause 5.2;
    the defect arises because You failed to follow Our oral or written instructions as to
    the storage, installation, commissioning, use or maintenance of the Goods or (if
    there are none) good trade prastice;
    You alter or repair such Goods without Our written consent;
    the defect arises as result of fair wear and tear, willid damage, negligence, or
    abnormal working conditions;
    the Goods differ from their description as a result of changes made to ensure they

  - 5.3.5
  - with Legislation. s provided in this clause 5, We shall have no liability to You in respect of 5.4 Except as pro
  - the Goods' failure to comply with the warranty set out in clause 5.1.

    The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Us under clause 5.2. 5.5

## TITLE AND RISE

- ods shall pass to You on completion of delivery. shall not pass to You until We receive payment in full (in cash or cleared

- the Goods.

  the Goods has passed to You, You shall:

  to the extent that it is possible to do so, store the Goods separately from all other goods held by You so that they remain readily identifiable as Our property, not remove, deface or obscure any identifying mark or packaging on or relating to the Goods.
  - 6.3.3
  - the Goods; maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Our behalf from the date of delivery; notify Us immediately if You become subject to any of the events listed in clause 12.3.2 to clause 12.3.13; and give Us such information relating to the Goods as We may require from time to 6.3.4
  - 6.3.5

- If before title to the Goods passes to You, You become subject to any of the events listed in clause 12.3.2 to clause 12.3.13, then, without limiting any other right or remedy We may have 6.4.1 Your right to reself such Goods or use them in the ordinary course of Your business ceases immediately; and

  - 7-01 right or text seals of tooleast use that in the country coars on Four business cases immediately, and 6.4.2 We may at any time.

    4.4.2 In require? You to deliver up all such Goods in Your possession which have n o t been resold, or increacibly incorporated into another product; and 6.4.2.2 If You fail to do so promptly, enter any of Your permisse or of any third party where such Goods are steed in order to recover them.

    OUR SERVICE COMMITIMENT TO YOU.

- We shall provide the Service in accordance with these Conditions.

  We shall use all reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the

- 7.6
- We shall use all reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

  We shall have the right to make any changes to the Services which are necessary to comply with any Legislation, or which do not materially affect the nature or quality of the Services, and We shall notify You in any sach event.

  We warrant to You that Revivices will be provided using reasonable care and skill.

  Subject to clauses 7.2 and 7.3. We will carry out Service Visits on the frequency set out in the Specification and Our first Service Visit shall occur on the date specified in the Specification. As part of the Routine Services, We shall only be required to carry out Call Outs when We deem them to be reasonably necessary.

  Liness We agree derbewse in writing, We shall only be required to carry out Call Outs when We deem them to be reasonably necessary to ensure that be System and of Equipment which We have envised staring visit undertake any work that may be necessary to ensure that be System and of Equipment which We have envised during any visit undertake any work that may be necessary to ensure that the System and of Equipment which We have envised during any visit undertake any work that may be necessary to ensure that the System and of Equipment which We have envised during any visit undertake any work that may be necessary to ensure that the System and of Equipment which We have envised during any visit undertake any work that may be reasonably possible for 1 but on so, in providing the Additional Services in so far as it is reasonably possible for 1 but on so, in providing the soft this general and of System (or any parts of them) as may be required to ensure you and unfurled Additional Services in so the Spend Limit without Your permission to carry out any further Additional Services in so the Spend Limit without Your permission. We may array out any further Additional Services to the Ostem Norms

- To the cutter (rasonably possible visits to the Site by Us will no consusce as unanaparameter between You and Us.

  We will issue You with relevant Certificate(s) in respect of any Goods and/or Services that We provide to You. Such Certificates will be issued following the relevant visit by Us to the Site. Specialist access equipment is sometimes required for the provision of the Services which We will need to hir in order to provide the Services. We reserve the right to hir seach equipment for the provision of the Services and, to the extent such costs have not been included in the Quotation, to charge You the reasonable hire costs incurred by Us as a result of such hire. Where We consider such costs might arise, We will take reasonable steps to consult with You before incurring the costs. 7.12
- The excitators such costs might arise, We will take reasonable steps to consult with Yo before incurring them.

  The level of Routine Services shall be those agreed between You and Us as set out in the Specification or otherwise agreed between You and Us in writing from time to time.

  YOUR RIGHTS

  If We fail to carry out a Service Vicin with 1.

- YOUR RIGHTS II We fail to carry out a Service Visit within the applicable time scales required by Legislation (Default) then You must notify Us of such Default in writing as soon as possible and in any event within 15 days of the Default arising. If We fail to carry out the relevant Service Visit within 10 days of receipt of Your notice (or such later date as You and Us may agree). You may, subject to Clause 82, terminate the Contrart immediately by giving Us written
- notice.
  You may not exercise Your right to terminate the Contract where the Default has arisen due to Us suffering a Force Majeure Event or You are otherwise in breach of Your obligations in the

## YOUR OBLIGATIONS

8.2

- e terms of any Order and the Specification are complete and accurate; ith Us in all matters relating to the Services;
- provide Us, Our employees, agents, consultants and subcontractors, with access to the Site as reasonably required by Us to provide the Services and/or deliver any
- 9.1.4 rovide Us with such information and materials as We may reasonably require tupply the Services, and ensure that such information is accurate in all materia
- 9.1.5 specified to with such information and materians as we may reasonally require to supply the Services, and ensure that such information is accurate in all material properties. The property of the supply of the Services property of the supply of the Services property of the supply of the Services. The property of the supply of the Services are to be provided; 9.1.7 legand maintain all nonceasural increase, permissions and consents which may be required for the Services before the date on which the Services are to be provided; 9.1.7 legand maintain all Our materials, equipment, documents and other property (Supplier Materials) at the Site in safe custody at Your own risk, maintain the Supplier Materials in good condition until returned to Is, and not dispose of or use the Supplier Materials in good condition until returned to Is, and not dispose of or use the Supplier Materials of the Than in accordance with Our written instructions of the Strain of t

- 9.5

  - Defaulti:

    9.5.1

    We shall without limiting Our other rights or remedies have the right to suspend performance of the Services until You remedy the Customer Default, and to rely on the Customer Default to relieve Us from the performance of any of Our obligations to the extent the Customer Default prevents or delays Our performance of any of Our obligations to the extent the Customer Default prevents or delays Our performance of any of Our obligations;

    9.5.2

    We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any of Our obligations as set out in this clause 9.5; and

    9.5.3

    You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising directly or indirectly from a Customer Default.

    PAYMENT TERMS

- 10.2
- 10.3 10.4
- We will normally invoice for the Goods and/or Services within 14 clear days of provaing me same to You.

  Our invoices are payable in full in cleared finds within the periods set out in the Specification. Time of payment is of the essence.

  All amounts payable by You under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (YAT). Where any taxable supply for VAT purposes is made under the Contract by Us to You, You shall, on receipt of a valid VAT invoice from Us, pay to Us such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- Goods.

  If You sail to make any payment due to Us under the Contract by the due date for payment, then You shall pay interest on the overdue amount at the rate of 8% per annum above the Bank Of
- payment, then You shall pay interest on the overdue amount at the rate of 8% per annum above the Bank Off

  Beglands base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount. You shall pay the interest together with the overdue amount. You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. We may, without limiting its other rights of the contract of the contra

- Call Out 10.11
  - You will pay Our basic rate call out charge if We attend the Site during normal working hours, and Our premium rate call out charge if We attend the Site outside normal working hours. The basic rate and premium rate call out charges are as set out in the Specification or if nothing is stated therein then as per the Price List as at the date of the relevant call Out. These charges exclude the provision of any Goods (such as spare or replacement parts), which We may charge for in soldition to the basic rate call out charge / premium rate call out charge (as the case may be).

# vices Any other Services not referred to in clauses 10.8 to 10.11 shall be charged at Our prices as set out in the Specification, or if none are specified then at the prices contained in the Price List as at the date the relevant Services are performed.

Should the System or any Equipment prove to be unserviceable or fails to meet the requirements of any Legislation. We will notify You of this fact. To the extent that We do not have Your permission to rectify such issues with the System and/or Equipment. We will provide You with a defect report detailing the issues with the System and/or Equipment. We may, at Our dissertion, submit a quotation for rectifying such issues referred to in this clause to You.

TERMINATION

- to may not terminate the Contract before the expiry of the Minimum Term, but otherwise ject to clause 12.2, You or We may terminate the Contract by giving the other a nimum of three months' prior written notice 12.2
- on members of the minimar the Contract before the expiry of the Minimum Term, but otherwise, subject on such 2.2 You or We may terminate the Contract by giving the other a minimum of three months prior written notice. It is notice referred to in clause 12.1 is served by You at any time within three months' immediately before a scheduled Service Visit, termination of the Contract will not occur until that Service to in clause 12.1 is served by You at any time within three months' immediately before a scheduled Service Visit, termination of the Contract will not occur with the contract with the contract with minded and the prior with the state of the prior with the state of the contract with immediate effect by giving written notice to You if I was to the wind the state of the contract and (if sacch text is remicalable You fail to remedy that breach within 14 days after 12.3.1 You suspend, or threaten to suspend, payment of Your debts or are unable to pay Your debts as they fail due or admit an inability to pay Your debts or they fail due or admit an inability to pay Your debts or they fail due or admit an inability to pay Your debts and they are the state of the pay Your debts and they are the state of the pay Your debts and they are the state of the pay Your debts or they are the state of the pay Your debts and they are the pay Your debts and they are
- 12.3.12 You suspend, threaten to suspend, cease or threaten to cease to carry on, all or substantially the whole of Your business. 
  12.3.12 Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately high Your obligations under the Contract has been placed in jeoparaly; or 
  12.3.13 You (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of financiage Your own affairs or become a 
  Without limiting Our other rights or remedies, We may terminate the Contract with 
  immediate effect by giving written notice to You if You fail to pay any amount due under 
  this Contract on the due date for payment. 
  Without limiting Our other rights or remedies, We can suspend the supply of Services or all 
  further deliveries of Goods under the Contract or any other contract between You and Us if 
  You fail to pay any amount due under this Contract on the due date for payment, You 
  become subject on any of the events listed in clause 12.3.2 to clause 12.3.13, or We 
  reasonably believe that You are about to become subject to any of them.

- CONSQUENCES OF TERMINATION
  On termination of the Contract when the Contract State of Contract State S 13.2

### 14. OF YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- ILEATION IS PARTICULARLY DRAWN TO THIS CLAUSE
   Nothing in these Conditions shall limit or exclude Our liability for:
   14.1.1 death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors;
   14.1.2 fraud or fraudulent misrepresentation;
   14.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
   14.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

- 14.3

- 15. 15.1
- 14.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or 14.1.5 defective products under the Consumer Protection Act 1987.

  Subject to clause 14.1:

  14.2.1 We shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and 14.2.2 Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), in no circumstances exceed £10.000 or, if the liability is covered by an insurance policy by excitors 30 of 50 fthe Supply of Goods and Services Act 1979 and the terms implied by sections 31 to 5 of the Subject of Goods and Services Act 1979 and the terms implied by sections 13 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

  EXCUSABLE EVENTS

  We shall not be liable to You as a result of any delay or failure to perform Our obligations under this Contract as a result of Our suffering from a Force Majeure Event. If a Force Majeure Event prevents Us from providing any of the Services and or Goods for more than 6 months, We and You shall, without limiting Our or Your other rights or remedies, have the right to reminate this Contract immediately by giving written notices to the other. GENERAL
- 16. 16.1
- GENERAL

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  - prevent or reserve the numer exercise or that or any other right or remealy.

    Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial counter. A notice or other communication shall be deemed to have been received if delivered personally, when left at the address referred to in clause 16.4.1; if delivered personally, when left at the address referred to in clause 16.4.1; of the counter of the count
- commercial courier, on the date and at the time that the courier's delivery receipt is signed.

  16.4.3 The provisions of this clause 16.4 shall not apply to the service of any proceedings or other documents in any legal action

  Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any survey.
- 16.6 rept as set out in these Conditions, no variation of the Contract, including the introduction my additional terms and conditions shall be effective unless it is agreed in writing and of any additi
  - If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable if such modification is not possible to relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall be desmed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- validity and enforceability of the rest of the Contract.

  16.7.2 Any provision or party-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision os that, is animeded, it is legal, valid and enforceable, and, to the greatest creation of the contraction of the provision of the contraction of the provision of the three transparences of the Specification shall prevail.

  This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by a deconstruct in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Meals shall have exclusive principation to settle any despite or that the courts of England and Wales shall have exclusive principation to settle any despite on (including non-contractual disputes or claims).