

PA FIRE SYSTEMS LTD
TERMS & CONDITIONS

1. Definitions

1.1 In these conditions:-

“British Standard” means BS4737, BS5839, BS5266, DD 263:2010

“Conditions” means the standard terms and conditions set out below and includes any special terms and conditions agreed in writing between us;

“Contract” means the contract for the supply and the provision of the Service Schedule;

“Contract Term” means, if we have agreed to provide a Service Schedule, the period is year to year until terminated in accordance with condition 19.2.2 below;

“Emergency Call Out” means any attendance at the Premises at the request of the police, fire authority or yourself which is not a routine maintenance visit;

“Existing System” means any system or part of a system already installed at the Premises, including (but not limited to) controls, audible devices, signalling equipment, relays, detectors, power supplies, wiring and circuits which at your request is to be incorporated within the System;

“Goods” means goods to be supplied by us to you under the Contract;

“Initial Charge” means the agreed price for the supply and installation of the System;

“Installation Date” means the date upon which we complete the installation and commission the System (whether or not any further work to the System by your telephone service provider or any other persons remains outstanding);

“Normal Working Hours” means 8.30am to 5.30pm Monday to Friday except for public and national holidays;

“Our Charges” means the amounts you have agreed to pay for the Service Schedule;

“Premises” means the address(es) at which the System is to be installed and/or the Support Service is to be provided;

“Schedule” means the Schedule overleaf itemising the System and (if applicable) the Service Description;

“Specification” means the specification attached (as from time to time amended);

“Service Schedule” means the service, if any, itemised in the Schedule;

“System” means the fire, security, intruder alarm, CCTV or access control system which we are to supply and install for you itemised in the Schedule;

“we” “our” “us” means PA Fire Systems Ltd or its successors in title;

“you” “your” means the person, firm or company that has agreed to enter into the Contract with us.

1.2 The headings in the Conditions are for convenience only and shall not affect their interpretation.

1.3 Words imparting the singular number shall include the plural and vice-versa

2. Agreement

2.1 We will supply and install the System and (if applicable) provide the Service Schedule subject to the Conditions which shall govern the Contract to the exclusion of any other terms and conditions.

2.2 No variation to the Conditions shall be binding unless agreed in writing between our authorised representatives.

2.3 Our employees or agents are not authorised to make any representation concerning the System and/or the Support Service unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on, and waive any claim for breach of any such representations which are not so confirmed.

2.4 Any advice or recommendation given by us or our employees or agents to you relating to the System and/or the Support Service which is not confirmed in writing by us is followed or acted upon entirely at your risk and we shall not be liable for any such advice or recommendation not so confirmed.

2.5 We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation including any specification in all material respects. We can make any changes to the services which are necessary to comply any applicable law of safety requirement, and we will notify you if this is necessary.

2.6 We will use our reasonable endeavours to complete the performance of the services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligation.

3. Quotations, Orders and Specification

3.1 We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 30 days from the date of quotation, (unless the quotation has been withdrawn).

3.2 Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.

3.3 If you want to amend any details of the Services you must tell in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.

3.4 If, due to circumstances beyond our control, including those set out in the clause 16 Force Majeure, we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

3.5 No order submitted by you shall be accepted by us until we have received a written confirmation of acceptance and/or a purchase order number.

3.6 You shall be responsible for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by you, and for giving us any necessary information relating to the System and/or the Support Service within sufficient time to enable us to perform the Contract in accordance with its terms. You shall indemnify us against loss (including any loss of profit, costs, damages, charges and expenses incurred by us) as a result of any failure by you to comply with the terms of this sub-clause 3.2.

3.7 No order which has been accepted by us may be cancelled by you except with our agreement in writing and on terms that you shall indemnify us in full against all loss including loss of profit, costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us both up to the time and as a result of cancellation.

4. Our Charges

4.1 Our prices are not inclusive of VAT which will be charged in addition at the then applicable rate.

4.2 We will invoice you for payment of our charges either:-

4.2.1 On completion of services; or

4.2.2 On the invoice dates set out in the quotation terms

4.3 We reserve the right, by giving notice to you at any time before completion of the installation of the System, to increase the Initial Charge to reflect any increase in our costs which is due to any factor beyond our control including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs, any change in delivery dates or quantities or specifications for goods or services which is requested by you, or any delay caused by any instructions from you, failure by you to give us adequate information or instructions or failure by you to comply with your obligations set out at conditions 6 below.

4.4 You will pay, if applicable, our charges for providing the Service Schedule on a six monthly basis, on completion of the service visit and on receipt of an invoice. Payments must be made inline with terms of payment detailed in this agreement.

4.5 We shall be entitled, annually, to increase the charges for the Service Schedule to reflect any increase in the retail price index during the intervening twelve months or 8%, whichever is the greater.

4.6 Receipts for payment will be issued by us only at your request.

4.7 All payments must be made in British Pounds.

5. Terms of payment

5.1 The time for payment of the Initial Charge and, if appropriate, our charges for providing the Service Schedule, shall be of the essence of the Contract.

5.2 If you fail to make any payment(s) on the due date(s) then, without prejudice to any other right or remedy available to us, we shall be entitled to:-

5.2.1 cancel the contract or suspend the provision of the Service Schedule; and

5.2.2 charge you interest (both before and after any Judgement) on the amount unpaid, at the rate of 8% per annum above the base rate of the Bank of England calculated on a daily basis.

5.3 All payments must be made in British Pounds.

6. Your obligations

You must:-

6.1 Obtain at your own expense such licences, permits and approvals as are necessary for the System to ensure compliance with all statutory and regulatory requirements.

6.2 Arrange for us to have such access to the Premises as we may reasonably require.

6.3 Take all such steps as may be necessary to ensure the safety of the persons instructed by us to carry out the installation of the system and/or the provision of the Support Service.

6.4 Provide and pay for adequate electricity supplies to enable us to fulfil our contract with you.

6.5 Tell us before commencement of the installation of the System the whereabouts of any hidden pipes, wires and cables for water, electricity, telephone, gas and other services which might be affected by the installation of the System.

6.6 Make all necessary payments and arrangements with your telephone service provider as may be required for the operation of the System.

6.7 Ensure that your existing computer and electrical installations are compatible with the System.

6.8 Pay for any redecoration or reinstatement required to the Premises as a result of the installation of the System including the cost of relaying carpets or other floor coverings.

6.9 Ensure security seals fitted to any part of the System are intact before switching the System on. If any such security seals are not intact you must notify us before switching the System on and follow our advice.

6.10 Operate the System with reasonable care and be responsible for the cost of any damage caused to the System as a result of fire, floods, storm, dampness, electromagnetic forces, ionising radiation, accident, misuse, criminal damage, negligence or any cause beyond our control.

6.11 Pay for any attendance to the System by our engineers during the Contract Term other than for attendances in fulfilment of our obligations under clauses 12.1 and 14.1 below.

6.12 Not allow any person other than one of our authorised representatives to carry out any repairs, alterations or additions to the System during the Contract Term.

6.13 Indemnify us against any loss (including loss of profit), costs, damages, charges and expenses incurred by us as a result of any failure by you to comply with your obligations under this clause 6 or arising out of any negligence or breach of statutory duty on the part of you, your servants or agents.

6.14 Comply, if the System is a CCTV system, with the Data Protection Act 1998 CCTV Code of Practice.

6.15 Pay to us, as liquidated damages, as compensation for the time and expense we invest training our staff to a high standard, a sum equivalent to four times the weekly rate of Our Charges if at any time during the currency of or within three months from the termination (for any reason) of the Contract, you employ any member of our staff or enter into a contract for services with any such member of staff or with any firm or company of which such member of staff is a director, shareholder, partner or employee.

7. Our obligations

7.1 We will supply and install the System at the time agreed with you, or, if no time has been agreed within a reasonable time. We shall not be liable for any penalty loss, injury, damage or expense arising from any delay in the installation of the System nor shall any such delay entitle you to cancel the Contract.

Time shall not be of the essence in the performance of our obligation.

7.2 We shall provide the Service (if any) as itemised in the Schedule.

8. Risk

Risk in the Goods will pass to you when they are delivered to the place where the System is to be installed.

9. Property

9.1 The property in the Goods will not pass to you until payment of the price for the System has been made in full and until such time:-

9.1.1 you will hold the Goods as our bailee and fiduciary agent; and

9.1.2 you will keep the Goods separately from other goods so that they can be identified as our property and will keep the same protected and insured.

9.2 Until such time as property in the Goods passes to you we shall be entitled at any time to require you to deliver the Goods to us and, if you fail to do so forthwith, to enter upon any Premises of yours or any third party where the Goods are believed to be stored and re-possess the Goods.

10. Digital Communication and Dualcom Signalling

If the System is based on digital communication or Dualcom signalling:-

10.1 The system will be run on audible alarm only until such time as connection is made to our contracted Alarm Receiving Centre for Dualcom customers or our 24 hour Monitoring Centre for all other customers.

10.2 Any necessary resetting of the System must be carried out by us. You must pay for the cost of labour and materials including travelling time in relation to any such resetting.

10.3 The transmitter equipment and chips belong to us and we reserve the right to enter the Premises and remove the transmitter equipment and chips if the Contract for the Support Service is terminated for any reason.

10.4 You must pay for and/or indemnify us against any charges made by any third party for transmission of alarm signals or police unique reference numbers.

11. Existing Systems

If the Contract provides for an Existing System to be incorporated within the System:-

11.1 You will pay our charges, in addition to the Initial Charge, for any work we have to carry out, including labour and materials, to ensure the Existing System can be safely and properly incorporated in the System.

11.2 The Certificate will only apply to the System and not to the Existing System or any part thereof.

12. Maintenance

If we have agreed to provide the Service Schedule:-

12.1 During the Contract term we will carry out routine maintenance visits in accordance with the Specification and following each visit supply an inspection report.

12.2 Routine maintenance visits will be made in Normal Working Hours in accordance with relevant British Standards.

12.3 Upon request by the police, fire authority or yourself we will undertake an Emergency Call Out. You must pay for the cost of labour and materials including travelling time in relation to any such Emergency Call Out.

13. Claims notification

13.1 Any alleged defect in the System shall be notified by you to us within 28 days of the Installation Date or in the case of a defect which is not reasonably apparent on inspection within seven days of the defect coming to your attention.

13.2 Any claim under this Condition must be in writing and must contain full details of the claim.

13.3 We shall be afforded reasonable opportunity and facilities to investigate any claims made under this Condition.

13.4 We shall have no liability with regard to any claim in respect of which you have not complied with the claims procedure in this clause 13.

14. Faults – remedies

14.1 Subject to sub-clause 13.1, if you prove that the System is not working correctly, we will remedy the defect during Normal Working Hours provided that we will not be liable to remedy any defect in the System which does not become apparent within twelve months of the Installation Date.

14.2 Under no circumstances will we be liable for any claim arising from:-

14.2.1 the suitability of the System for any particular purpose or use under specific conditions whether or not the purpose or conditions were known by or communicated to us;

14.2.2 defects or damages resulting from fair wear and tear or improper use by you or failure by you to comply with instructions or advice from us or the manufacturer of the System or neglect of any other description;

14.2.3 any part of the System has been adjusted, altered, adapted or repaired by any party other than us;

14.2.4 variations in the specification of the System if the variations do not materially affect the characteristics of the System and the System incorporating such variations complies with BS4737

14.2.5 any defect arising from any design or specification provided or made by you.

14.3 In no circumstances whatsoever shall our liability to you (on whatever ground) arising out of or in connection with the Contract or the System and/or the Support Service exceed £25,000.00 or the invoice price of the System or the Service Schedule, as the case may be, in regard to which complaint is made, whichever is the greater.

14.4 Save as expressly provided in the Conditions, all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

14.5 Except in respect of death or personal injury caused by our negligence and/or breach of statutory duty or in respect of fraudulent misrepresentation, we shall not be liable to you by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any direct and/or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by our negligence, or the negligence of our employees or agents or otherwise) which arise out of or in connection with the supply and installation of the System or the provision of the Service Schedule except as expressly provided in these conditions.

15. Your insolvency

15.1 This clause applies if:-

15.1.1 you make any voluntary arrangement with your creditors or become subject to an administration order or (being an individual or firm) become bankrupt or (being a company) go into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

15.1.2 an encumbrancer takes possession, or a receiver or administrator is appointed, of any of your property or assets; or

15.1.3 you cease, or threaten to cease, to carry on business.

15.2 If this clause applies then, without prejudice to any other right or remedy available to us, we shall be entitled to cancel the Contract or suspend the Support Service without any liability to you.

16. Force majeure

We shall not be considered in default of any of our obligations to the extent that performance of the Contract is delayed or rendered impossible by, but are not limited to: power failure, internet service provider failure, strikes, lockouts, fire, accidents, acts of war, acts of terrorism, defective materials, failure of power and/or telephone suppliers or any other service provider delay in receipt of raw materials or bought-in goods or components or in the issue of any licence, permit, approval or other sanction applied for in accordance with clause 6.1 above or any other cause beyond our reasonable control.

17. Communications

17.1 All notices under the Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

17.2 Notices shall be deemed to have been duly given:

17.2.1 When delivered, if delivered by courier or other messenger (included registered mail) during normal business hours of the recipient;

17.2.2 When sent, if transmitted by email and a successful return receipt is generated;

17.2.3 On the fifth business day following mailing, if mailed by national ordinary mail; or

17.3 All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

18. Sub-contractors

We shall be entitled at our discretion to sub-contract any portion of the Contract, but no such sub-contract shall affect our liabilities under the Contract.

19. Length of Contract

This agreement will be for a Minimum Period of 12 months (unless specified overleaf).

20. Termination

On termination of this Agreement for any reason you will:

19.1 pay us all outstanding Charges due under this Agreement

19.1.2 co-operate with us in the removal of any of Our Equipment from your Premises.

19.2 If this Agreement ends before the Minimum Period ends (other than as a result of force majeure or any breach of this Agreement by us) you will pay us:

19.2.1. the Charges which would have been payable if the Agreement had not ended early;

19.2.2 you may terminate the Contract by giving us at anytime 3 months written notice of termination by recorded delivery to our registered office prior to the renewal date. If you terminate this agreement prior to the expiry of the contracted term or any subsequent contract period, you agree to pay a compensation charge equal to the balance of the next expected service schedule visit.

19.3 We can terminate the provision of the Services immediately if you:

19.3.1 Commit a material breach of your obligations under these Terms & Conditions; or

19.3.2 Fail to pay any amount due under the Contract on the due date for payment; or

19.3.3 Are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or

19.3.4 Enter into a voluntary arrangement Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or

19.3.5 Convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of

intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para.14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

21. Data Protection

20.1 When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of the employees of the customer.

20.2 The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.

20.3 For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

20.4 The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing and Personal Data for its own or for any third party's purposes.

20.5 The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict "need to know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.

20.6 The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the customer.

20.7 Further information about the Service Providers approach to data protection are specified in its Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can contact the Finance Manager at the following email address: rachel@pafire.co.uk

22. General

20.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business in England and Wales, or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

20.2 None of these conditions may be enforced by any person, firm or company who is not a party to the Contract.

20.3 No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

20.4 If any provision of the Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected thereby.

20.6 The Contract shall be governed by the laws of England and Wales.

NB. We make no claim that the installation of the System will prevent damage, loss or injury to you or the Premises. You must therefore ensure that the Premises and its contents are adequately insured and that you have adequate public liability and (if appropriate) employer liability insurance cover.