

FIRE DEFENCE SERVICING LIMITED
TERMS & CONDITIONS

FDS

1. FIRE DEFENCE SERVICING LTD (hereafter referred to as “the Company”) gives all quotations and undertakes all services subject solely to the following conditions which can be varied only in writing by a duly authorised person.
2. The Company does not insure against any loss pecuniary or otherwise caused to the client, its customer’s servants agents or others arising from services provided by the Company and clients should make their own arrangements to insure against such risks as they deem appropriate. This condition is included to relieve the client to the additional amounts that the Company would need to charge to cover insurance costs were its liability not so limited.
3. Quotations are limited to the goods specified therein and are subject to availability of those goods at the time when the order is placed. Unless otherwise stated a quotation at a fixed price will be valid for a period of thirty days from the date appearing on the quotation.
4. For a new account the Company reserves the right to take up financial references. Acceptance of any order shall be conditional upon the complete satisfaction of the Company with these references.
5. Prices are based on the cost of materials, components, labour, transport, statutory obligations and establishment charges and may be subject to variation if any change in such cost takes place before or during the performance of any order.
6. Specific Payment Terms on quotation shall rule unless no reference is made then payments for orders will be due thirty days from date of invoice. Invoice will be presented monthly according to labour and materials supplied to that date. If payments are delayed the Company reserves the right to suspend delivery of goods and performance of services and the whole of any monies due to the Company will become payable immediately. Late payments will be subject to an 8% above base rate interest charge on the outstanding amount, in conjunction with the late payment of Commercial Debts (Interest) Act 1998.
7. All goods shall remain the property of the Company until it receives payment in full whether or not such goods shall have been fixed to any site.
8. All drawings, photographs, illustrations, advertisements, particulars and descriptive matters supplied by the Company are intended to present a general idea of the goods described therein but are not binding and are subject to variations. Unless otherwise stated in writing, dimensions, weights and performances are not guaranteed, but are considered to be within reasonable tolerances.
9. Provided the parties have complied with the trading terms, neither shall be in breach of contract obligations nor liable for any failure or delay in programme under this agreement or any agreement under which works are being undertaken by the company arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (“Force Majeure Event”) including but not limited to any of the following: acts of God, including but not limited to fire, earthquake, flood, storm, or other natural disaster; war, riot, explosion, civil war, strikes, lockouts, industrial labour disputes, statutes, adverse weather conditions; interruption or failure in communications networks and facilities, (including the internet) and interruption or failure of utility service, including but not limited to electric power, gas or water; mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law).
10. If the client proposed any alteration after the order has been accepted or is in breach of any of the terms herein, the Company shall have the right to charge the client (in addition to the contract price) the whole of the expenses arising from such proposal or breach including in particular all extra materials, components, accessories and waiting time, together with establishment charges and profit allowances at the rates included in our original costing.
11. Sprinkler systems installed on the client’s premises by the Company may require testing by the Company after installation and the client shall ensure that there are no fixtures and fittings on the said premises that may prevent or be damaged by such testing.
12. Any notice or statements of account given by the Company to the client shall be duly given if left at or sent registered or recorded delivery to the last known address of the client such notice of accounts shall if posted be deemed to have been given two weeks after posting.
13. These conditions shall prevail over any terms and conditions contained in the client’s order acceptance or other communication and shall be deemed to have been accepted by the client in preference to such other terms and conditions unless the client has notified the Company specifically in writing of any proposed variation of these conditions and such variation has been agreed specifically in writing by a Director, Partner or duly authorised servant of the Company. The liability of the Company for any loss howsoever arising out of the supply of goods or performance of services or for any negligence or tortious liability including any consequential loss shall in no circumstances exceed the sum of £500.
14. If any of these Terms and Conditions of business is found to be invalid, it shall not invalidate the remaining Terms and Conditions which shall remain in full force as separate individual Terms and Conditions.
15. This agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and constructed in accordance with the law of England and Wales. For any dispute arising out of or in connection with it or its subject matter or formation between the parties shall be settled by mediation, if possible, before the use of arbitration or litigation. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
16. The company reserves the right to terminate this agreement and any subsequent agreements if it is found, without limitation, that the client has breached any clause within this agreement and/or makes payment later than the Final date for payment on five occasions as stated in any further agreements between the two parties. The company also reserves the right to terminate this agreement and any subsequent agreements if it is found that the client is legally insolvent. For the purposes of this agreement the client is insolvent, without limitation, when; the client enters into an arrangement, compromise or composition in satisfaction of the debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or without a declaration of solvency, the client passes a resolution or makes a determination to be wound up; or the client has a winding up order against them; or the client is the subject of any analogous arrangement, event or proceedings in any other jurisdiction. Such termination shall take effect on receipt of a written notice sent by recorded delivery. The company must advise the client in writing no less than seven calendar days before termination can effectively take place.