

Fal Fire Protection Limited Terms and Conditions of Business



- These terms and conditions are intended to be simple, readable, fair and sensible.
- The legal jurisdiction is the courts of England and Wales.
- Each quote will be accompanied by a copy of these terms and conditions or a reference to them **and once the client accepts the quote by whatever means, the client will be deemed to have read and agreed with these terms and conditions, which are also available on our website.** A hard copy can be provided if required.
- If the client has their own terms and conditions which they believe take precedence over these terms and conditions provided here, then the client **MUST** produce them prior to any works or purchases being undertaken and they **MUST** be signed by a director of Fal Fire Protection Limited to prove that we have agreed with them and accepted their priority. There is also a copy of Fal fire protection Limited's terms and conditions on the website at www.falfire.co.uk.
- If the client has any queries, or any other specific worries, relating to terms and conditions, they should contact administration who will explain or resolve the issue prior to commencement of works.

1. Who are we?

- a. Fal Fire Protection Limited is the company you are doing business with
- b. The business registered address is No 11, The Beehive Units, Kernick Industrial Estate, Parkengue, Penryn, Cornwall TR10 8NS
- c. Our company registration number is 05224403
- d. Our VAT registration number is 937199872
- e. Further details of us and our accreditations are available from our website

2. Services we may provide.

Installation and planned and reactive maintenance on a wide variety of alarm and safety equipment. Details of these are available on our website. The planned and reactive maintenance services will all be the subject of a simple contract between Fal Fire Protection Limited and the client. This is just to clarify the terms under which we will provide those services, if they are more specific than those herein. The contract will state its terms and conditions, and the scope of the works. A quote / estimate will be given and must be accepted by the client prior to our commencing any works.

- a. **Installation Services; The meaning of Quote and Estimate.** You will be given a quote or and estimate for our price to carry out the agreed works, and your written document will state which it is
 - i. **Quote** means the price for the works described in the quote document with the quote reference number. It is a fixed price, based on what is agreed, what we can see and are told when we visit to survey for the quote. There are however, certain limitations based around what we cannot see or know unless told. The quoted price may change if we encounter problems or obstacles that we could not have reasonably known or guessed might be present on the site, such as access limitations, steel or other unusual structures in walls, or health and safety issues, such as asbestos where it was not known to be, or rat infestations. If we encounter any such issues, we will immediately refer to you, the client, to discuss alternative strategies, providing a variation to the quote.
 - ii. **Estimate** means a best guess price which may vary according to the actual amounts of materials needed for the install, or other factors encountered during the work. We log everything we use, in parts and labour, then bill you for that. On longer jobs, we will bill you at intervals so you have a handle on how much it is costing as you go. We do not usually use estimates unless it is a particularly large or unusual job.

b. What the quote includes

1. All tools, materials and labour required for the direct installation of the agreed system or equipment, and all direct and indirect costs associated with this.
2. Any normal equipment we need for our reasonable care of your premises, and taking into consideration any special requirements you may have due to noise or hygiene, which will be reflected in the quoted price.

c. What the quote does not include

- i. **Lifting or re-laying carpets and flooring.** Unfortunately, we are not carpet or flooring specialists, and could cause damage that makes relaying them difficult or impossible. So we require that the client arranges to have carpets and flooring lifted as and where necessary. This also applies to relaying, which must be the responsibility of the client
- ii. **Redecoration after we have carried out works.** We work hard to minimise any damage to decoration finishes on walls or ceilings, and fill or properly cover holes as we make them, showing reasonable care of the client's property. However, where it is necessary to make holes, or drill through walls, there may be a decorative finish we cannot match. It is the responsibility of the client to carry out any such redecoration unless otherwise specifically agreed.
- iii. **Moving furniture around to get access to areas.** It is the job of the client to ensure that we can access all areas where we are required to work safely and readily.
- iv. **Providing a safe means of access to difficult-to-reach places.** It is the job of the client to ensure that our staff can access and safely work in areas such as lofts and basements. If we run into an unexpected problem, we will contact the client, and discuss what is required for the works to proceed safely. This must be provided by the client at their expense, or by us as a variation on the quote. Fal Fire will never expect its staff to work in an unsafe way, or risk their health or lives.
- v. **Additional works while on site unless by authorisation.** In order to avoid misunderstandings, please **do not** ask the technician to carry out any additional works, major or minor, that fall outside the agreed works. If you require additional work, you must contact our administration who will get a variation added to the original quote for an agreed extra cost.

3. **Access to the Premises and security.** It is the responsibility of the client to ensure that there is access into the premises to carry out the works in the specified time frame. If we end up running around looking for keys or people for access and lose significant time on the job, there will be an additional charge, as it will result in a cost to ourselves. If the client does not intend to be present at the time of the works,

then he or she must provide keys or other means of access, which are readily available, or (if keys) which we can keep until the end of the works. We will take fair and reasonable care of the security of the premises, however, it is the responsibility of the client to ensure there are measures in place to keep the premises safe and secure from ingress by others.

4. **Agreement for use of Reasonable welfare facilities and power.** During prolonged works, staff may need access to WC and hand washing facilities. If you cannot, or do not wish, to provide these, please inform the company at the time of accepting the quote as these will need to be organised for the staff. Equally, staff may need sockets to recharge power tools. Please advise us in advance if you do not wish us to access nearby sockets for this purpose, so that the staff will be prepared on arrival, for alternative methods.

5. **The creation of a contract to carry out works**

It is desirable that the client, once having evaluated the quote for the maintenance or installation, asked any questions, and satisfied themselves that they wish to go ahead, should either email or write, or text to confirm, accept and issue instructions to proceed. It is however, often the case that quotes or extras to quote to existing customers are accepted by phone, or instructions given by phone, upon receipt for quoted price, likewise given by phone. The contract is deemed to be created once the client has accepted by whatever means the price for the works referenced,. Upon receipt of this acceptance, Fal Fire may proceed to purchase goods or incur other costs associated with actually carrying out the works or preparing to carry them out. In the case that the client changes their mind after accepting the quote, any such costs already incurred will be recharged to the client, who will be liable to pay them.

6. **Ownership of the goods**

Fal Fire remains the absolute owner of any goods and equipment installed at the client's site and ownership shall not pass to the client until such goods and equipment including any installation costs, are paid for in full and all cheques cleared. Fal Fire claims the right to demand access or to ask a court to grant access, to retrieve any goods and equipment that have not been rightfully paid for, and this includes the factoring in of any installation charges unpaid for. If the full agreed sum of the works has not been paid, the goods remain the property of Fal Fire Protection Limited, who will use all the necessary legal means to either obtain proper payment, or retrieve the goods.

7. **Disputes**

- a. It is very important that you **raise any queries relating to payment or the works, at the earliest possible stage in the process**, as soon as they arise. It will undermine your position, if you wait until payment is due before starting a dispute. This is unfair on Fal fire and unnecessarily prolongs the process, as well as being likely to lead to unnecessary escalation.
- b. Fal fire will endeavour to fairly resolve any queries or disputes arising out of any misunderstanding relating to the scope or other aspects of the work. If a dispute arises over any aspect of the carrying out of the contract or subsequent payment we will
 - i. First meet the client on site for a discussion in an attempt to resolve the issues.
 - ii. If this fails, then the dispute will be referred to a mutually agreed third party.

8. **Payment**

- a. **New Customers.**
If you are a new customer to Fal Fire we may ask you for a 25% deposit on the works prior to commencement of works. If the works are longer than 2 weeks we will bill you another 25% after one week. The rest will be billed after final completion. We will also give you only 7 days credit to settle each bill. You will not receive the final certification or O&M documents until you have settled the final bill. Once we have a satisfactory history with you we will then go on to the normal 30 days credit arrangement.
- b. **Existing customers** will receive their normal 30 days credit
- c. You will be expected to pay at the end of the credit time indicated on your invoice. This will create a relationship of trust between Fal Fire and you, the client.

9. **Failure to pay on time.**

Our normal trading terms are 30 days credit. This is a relationship of trust between us and our valued clients. The vast majority of our clients respect and understand this and pay promptly, and contact us if things have gone wrong. Failure to respect this will undermine this trust. Failure to pay for goods or services you have been provided with in good faith by us amounts to fraud and is unacceptable behaviour. You will normally receive a reminder of what you owe at the beginning of each month in the form of a statement. If not before, you will be expected to settle what you owe at this time. Failure to settle, with no reasonable excuse will result in the following sequence of escalations

- a. A statement as referred above
- b. Following persistent failure to either respond or pay or both, we will attempt to phone you to establish contact and a settlement of the bill.
- c. Then, after two weeks, we will send a letter requesting you to pay, or to contact us to discuss the matter. This letter will also inform you that your 30 day credit facility has been withdrawn and any bills sent to you must be paid immediately. In some cases we reserve the right to withdraw any credit facilities and will refuse to carry out any works until paid in advance.
- d. After 60 days, you will receive a Letter Before Action
- e. Legal action
- f. It goes without saying that such escalations will result in the withdrawal of our services and you will need to find alternative arrangements.

10. **Questions and clarifications**

If you have any questions relating to the above terms and conditions please contact our office. Your query will be dealt with promptly.

These ts&cs are current as at and from 15/04/2015



Signed

Director of Administration