Unit 29 Glenmore Business Park, Wend-al Road Blandford Forum, Dorset, DT11 7FP Tel. 0800 096 6761 Email. quotes@firelineuk.com www.firelineuk.com

# 1. **General terms & conditions**

# 1.1 Working Hours

Fireline quotations are based upon all work being carried out during normal working hours, on weekdays between 0830 and 1730.

Prior to any work commencing a mutually agreed programme of work will be required. No allowance will have been made for any waiting time, which may be caused due to circumstances outside of our control.

## 1.2 Access

Our engineers must be provided with free and ready access to all areas as required. Any delays incurred resulting in waiting time will be charged as extra to the customer at the standard hourly rate.

### 1.3 Warranty

All equipment carries a 12-month warranty covering manufacturing defects and poor workmanship. Overall system warranty can be provided subject to a maintenance contract being in place with Fireline Ltd. from the date of commissioning.

### 1.4 Payment

Our usual payment terms are that payment is required 30 days from date of invoice and/or upon completion of works (whichever is soonest).

Should either the above payment terms, or any specifically agreed payment terms be exceeded and a Letter Before Action (LBA) is required to be issued from Fireline's solicitors then a charge to cover the cost of the letter will be charged to the overdue customer account.

Fireline also reserve the right to charge interest at the current base rate of the National Westminster Bank plc + 3% pa (compound with monthly rests) for the period between the payment becoming due and the settlement being made.

#### 1.5 Retention of title

All goods and service/repair parts will remain the property of Fireline until the price has been paid in full and the customer shall remain a bailee only until payment is made in full.

if the price or any part of the price is not paid on the date that payment is due, then at any time thereafter so long as the price is still due and owing, Fireline may, by their servants, agents or workman, enter the premises where the equipment has been installed and remove it.



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# 1.6 Complaints

Any complaint by the customer relating to any invoices must be notified by the customer to Fireline in writing within 14 days of the date on the invoice.



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## 2 Quotation terms & conditions

# 2.1 Validity

Our quotations are valid for acceptance for a period of 60 days unless specifically stated on the quotation.

#### 2.2 Contract of sale

Upon acceptance by the customer either written or verbal, unless rejected by Fireline within 14 days of its receipt by Fireline, any quotations supplied to the customer shall constitute a contract of sale upon and subject to these terms and conditions and any other conditions stated within the body of the quotation. In the event of rejection Fireline accept no liability for any loss or damage suffered or alleged to have been suffered by the customer as a result of such rejection.

#### 2.3 Recommendations Made

Our quotations are based on recommendations based on what we judge to be the correct level of cover if a fire risk assessment has not been made available. It is possible your fire risk assessment or insurance policy may advise a different level of cover and we advise you check this before accepting any quotation that we may have raised for you.

#### 2.4 Redecoration

Our quotations do not include making good or redecoration unless specifically stated on a quotation we may have raised for you.

### 2.5 Payment

Any specific payment terms that are noted in our quotations supersede that of payment terms noted in clause 1.4.



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# 3. Specific Terms & Conditions - Fire Alarm/Emergency Lighting Works

# 3.1 Assumptions

In preparing of any offer for fire alarm/emergency lighting installation or remedial works we have made the assumptions as detailed below. If the contract requirements vary from these assumptions, then we should be informed immediately so that we can amend our price accordingly.

We have assumed continuity of programme and uninterrupted access to all areas of our works. Any return visits made necessary, due to others, will be deemed as extra to contract and charged accordingly.

Fireline operatives and their vehicles will be afforded free access to the installation between 0830am and 1730 Monday to Friday and at other times made necessary by the agreed Programme of Works.

Out of hours or weekend working is not required unless specifically stated to the contrary within this document.

Any additional devices such as Alarm Sounders, needed to meet the requirements of the sound level audibility throughout the building will be deemed as extra to contract and charged accordingly.

Site accommodation, secure equipment storage, welfare and messing facilities to be provided by others.

All mains supply to central / field equipment will be supplied and installed by others.

We do not accept responsibility for the security for any equipment once it has been fully and finally fixed into the project.

All high-rise plant such as standing scaffolding, special scaffolding, scissor lifts, etc. will be provided by others.

If a return visit (in or out of hours) is necessary to test points or sounders, it will be chargeable.

## 3.2 Design

If the fire alarm has been designed by others, then the design liability is restricted to the proper selection of the items of equipment required to meet the specification.

Fireline take no responsibility for the design work of others upon which Fireline subsequent designs are based.

Fireline design work takes into account only that of the information that has been provided to Fireline.

Fireline accept no liability for the failure of their design beyond that of replacing improperly selected equipment in instances of proven negligence on the part of Fireline.

Where any conflict exists between quantities shown on drawings and schedules provided to Fireline, the quantities on the drawings have been used.

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# 3.3 Supply of equipment

Delivery of equipment shall be made by Fireline within a reasonable period from the date of the acceptance of any quotation, or instruction for work by the customer. Fireline shall not in any event be held liable for any damage or loss either indirect or consequential suffered or alleged to have been suffered by the customer caused by or arising out of the non-delivery or delayed delivery of the equipment.

The customer shall accept responsibility for all equipment upon delivery. Any losses thereafter will be charged to the customer.

Fireline guarantee for a period of one year to replace or repair (at the discretion of Fireline) any equipment which fails due to faulty materials or workmanship if such equipment is returned to Fireline with written details of the symptoms of failure.

# 3.4 Installation of equipment

Fireline Ltd. undertakes and agrees to supply equipment in first class condition and working order.

The price for commissioning is based upon engineers working between the hours of 0830 and 1730 (Monday to Friday) and shall be liable to increase without warning in the event that: -

- a) the customer, his agents or suppliers for any reason prevent the commissioning prior to any agreed completion date.
- b) the customer for any reason prevents continuous working between 0830 and 1730 (Monday to Friday).

The customer agrees to give seven working days' notice to Fireline if work has been held up by other trades and Fireline are required to return to the customers' premises to complete any installation works.

The following will be supplied by and at the expense of others; water, electricity, lighting, site accommodation, necessary messing, sanitation, secured storage facilities, scaffolding and other necessary high-rise plant.

Fireline shall not in any event be held liable for any damage to the premises or losses or other damage either direct or consequential suffered or alleged to have been suffered by the customer, other than in cases of proven negligence by Fireline, its servants or agents: -

- 1. caused by or arising in the course of installation of the equipment.
- 2 owing to any delay in the installation or maintenance of the equipment.
- 3 caused by any defect in the installed equipment.



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# 3.5 Guarantee of equipment installed by Fireline

The customer undertakes and agrees during the guarantee period: -

- 1. To provide, at the customer's expense, an uninterrupted supply of central electrical power for the equipment by means of a mains point which will be sited within two metres of the main equipment.
- 2. To give prompt notice to Fireline of any breakdowns of the equipment.

Fireline agrees during the guarantee period of one year (or the period provided by the original equipment supplier should this be shorter) as may be provided within the normal business hours of Fireline to maintain the equipment and rectify any breakdowns or faults which have been notified by the customer to Fireline and carry out, free of charge, such repairs and replacements as may be necessary due to faulty materials or workmanship.

# 3.6 Specific payment terms

Payment terms for fire alarm installation works, and any significant remedial works are agreed separately within our quotation.

Should either the above payment terms, or any specifically agreed payment terms be exceeded Fireline reserve the right to charge interest at the current base rate of the National Westminster Bank plc + 3% pa (compound with monthly rests) for the period between the payment becoming due and the settlement being made.

If payment is delayed for reasons other than a valid dispute as to the validity of payment applications Fireline reserve the right to cease work on the project and accept no liability for any losses that may arise as a result of this action. Applications for interim payments will be made on a monthly basis (or such other period as may be agreed in advance) in respect of all works on site, all materials delivered to site and for materials committed to the project but held on your behalf in our works and at our risk.

