

# Century Fire & Security Ltd

## TERMS & CONDITIONS

### 1 APPLICATION

1.1 These Terms and Conditions shall apply to any contract for the sale of Equipment or Materials and/or the carrying out of Installation, Maintenance and/or Commissioning by Century Fire & Security Ltd and are to assist both the Customer and Century Fire & Security Ltd in clarifying respective responsibilities and supersede any previous Terms and Conditions of Sale, Installation, Maintenance and Commissioning published by Century Fire and Security Ltd.

1.2 In these Terms and Conditions, the following expressions shall have the following meanings;

"The Company" means Century Fire and Security Ltd (CFS), its assignee(s) and/or its subcontractor(s);

"Acceptance" means the successful completion of Installation and/or Commissioning, irrespective of whether a separate Acceptance Certificate is required or not.

"Acceptance Certificate" means the certificate of acceptance issued by Century Fire and Security Ltd (CFS) to the Customer following Installation and/or Commissioning;

"Acceptance Date" means the date upon which the Acceptance occurs;

"Additional item(s)" means the following where incurred:

Any special packaging costs under clause 4.4.

Transportation costs under clause 4.4. Where the Customer has requested express same day, overnight delivery or any other similar service or where the price payable (exclusive of Value Added Tax) is £1,000 (One Thousand Pounds) or less;

or any extra costs incurred as a result of delay caused by the Customer;

or any variation required by the Customer and accepted by the Company in respect of the Equipment or the services.

"Commissioning" means the engineering test to be carried out on and at the site to Equipment whether supplied by the Company or not in accordance with the Specification;

"The Commissioning Engineer" means the Company's Commissioning Engineer;

"the Contract" means any quotation or contract for the supply of Equipment and/or the carrying out of Installation and/or Commissioning by CFS on these Conditions of Sale of Equipment, Installation and Commissioning and any other document incorporated in a contract between CFS and the Customer;

"The Customer" means the buyer or employer under the Contract;

"The Equipment" means the equipment or materials relevant to the subject of the Contract;

"Installation" means the civil works to be carried out on and to the site in order to install the Equipment whether supplied by CFS or not in accordance with the Specification;

"Normal Working Hours" means 08.30 to 17.00, Monday to Friday excluding Bank Holidays and days in lieu thereof;

"The Site" means the site where the Installation and/or Commissioning is to take place;

"The Site Representative" means the Customer's site representative who is technically competent and qualified and has specific knowledge of the Site, the Installation and Commissioning;

"The Specification" means the detailed list of works of Installation and commissioning to be carried out on and to the Site and attached to the Contract;

"Working Day" means Monday to Friday between 08.30 – 17.00

Any reference to Standards will mean the latest / current version

### 2 OTHER TERMS OR REPRESENTATIONS

2.1 No other standard Conditions or Terms shall apply to the Contract.

2.2 The Customer shall not rely upon any oral terms or representation unless confirmed by CFS in any document.

2.3 In the case of any inconsistencies between the terms contained within these Terms and Conditions and the terms specified by CFS in any contract or other document incorporated in such contract, the latter shall take precedence.

### **3 AGREEMENT**

3.1 CFS shall be bound by any Contract signed by a duly authorised signatory of CFS. A proposal given by CFS is not an offer capable of acceptance so as to make it a binding Contract.

3.2 The Customer is responsible for ensuring the accuracy of any Order (including applicable drawings, descriptions, specifications and other information) submitted by it and confirms that all such information are in all respects complete accurate and entirely suitable for the Customer's requirements, and for giving Heras any necessary information relating to the Goods and/or applicable to the Services within a sufficient time to enable Heras to perform the Contract in accordance with its terms.

3.3 If any Term put forward by the Customer is inconsistent with these Terms and Conditions or any other Term specified by CFS, the proposal shall be deemed to be a counter offer capable of acceptance by any conduct by the Customer indicating intention to proceed with the transaction.

3.4 CFS reserves the right to refuse to accept any order based upon a proposal more than 30 days old in age unless otherwise stated in the proposal to be open for a longer period and the proposal has not been withdrawn in that period.

### **4 SALE OF EQUIPMENT**

4.1 Where no specific instructions are given to CFS about the manner in which the Equipment is to be delivered or the delivery address then unless otherwise specified, CFS shall deliver the Equipment to the location mentioned in the order by such transport and in such instalments as CFS shall determine.

4.2 The cost of delivery of the Equipment shall be an Additional Item where stated.

4.3 Equipment will normally be delivered as and when available.

4.3.1 Any short delivery or missing Equipment when supply only must be reported within 24 hours of delivery.

4.4 Any special delivery requirements must be specified by the Customer at the time of the order and shall be an Additional Item.

4.5 Where the contract is for Supply only or Supply and Commission, responsibility for safe storage and security of the Equipment lies with the purchaser. Replacements for any lost Equipment will be charged for at the Company's standard prices.

4.6 In light of BREXIT, equipment delivery times may be affected. Should this scenario occur CFS will not accept any liability for delay in completion of its obligations.

### **5 NON-DELIVERY AND DAMAGED EQUIPMENT**

5.1 From the time when the Equipment is despatched from CFS's premises whether by carriage or by collection by the Customer or by delivery to the site, the risk of any loss, damage to or deterioration of the Equipment shall be and remain with the Customer notwithstanding that CFS may arrange carriage. CFS shall be under no liability arising from their choice of carrier or carriers, or from the act or omission of such carrier or carriers and the Customer waives all rights under section 32(2) of the Sale of Goods Act 1979 in addition, to any other rights hereby excluded or restricted.

5.2 CFS shall not be liable for any expenses, losses or damages caused by any delay in delivery and delays shall not entitle the Customer to rescind the Contract.

5.3 In cases where the Company delivers directly or contracts directly with the carrier, then the Company will at its option either repair, replace or issue a credit note in respect of equipment lost or damaged in transit (other than by default of the Customer) provided that:

5.3.1 The Customer specifies on the carrier's consignment note details of such loss or damage; and

5.3.2 In respect of complete non-arrival of all of the equipment comprised in the Contract, written notification is to be made to CFS within three days of the date of the despatch of the Equipment and separately to the carrier within the period stipulated by the carrier's terms and conditions of carriage for claims against the carrier

5.3.3 In respect of damage to all or part of the Equipment or loss of part of the Equipment comprised in the Contract, written notification is to be made to CFS within 24 hours of delivery of the Equipment (which will normally be stated on the carrier's consignment note) and separately to the carrier within the period stipulated by carrier's terms of carriage for claims against the carriers. On request, CFS will inform the Customer of the name and address of the carrier and any time limit for claims stipulated by them.

5.4 Once the Equipment is ready for delivery, CFS shall be entitled to invoice and be paid for the Equipment as if they had been delivered if for any reason the Customer does not arrange for or accept delivery. CFS shall arrange storage for the Equipment and the cost of storage shall be an Additional Item.

5.5 Where the Equipment is to be delivered in instalments, each delivery shall constitute a separate Contract and failure by CFS to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

5.6 All requests for returns must be made within 30 days of receipt of the Equipment and will only be considered providing the Equipment is returned in their unopened, undamaged original packaging. All returns will be subject to a 20% restocking charge. Items supplied that are deemed to be non-standard, special or pre-programmed will not be returnable unless faulty.

5.6.1 Any packaging and postage costs in respect of returns remain the responsibility of the purchaser

5.7 Equipment reported or returned as 'Faulty' will be returned to the manufacturer for investigation. Credits will only be issued on confirmation of the faulty product by the manufacturer. Should the manufacturer advise that the returned product has been incorrectly used, connected or subjected to any act outside of their control, no credit will be available. Replacements will be charged for at the Company's standard prices.

## **6 INSTALLATION**

6.1 The Installation shall be in accordance with the Specification (if any) and in accordance with the relevant British and/or European Standard Code of Practice applicable to the Installation

6.2 All prices for Installation are based on the assumption that the Equipment will be surface fixed. Any additional work required to install the Equipment or to achieve a flush Installation shall either be provided by the Customer at its cost, including any redecoration that may be necessary, or shall be an Additional Item. CFS shall not be obliged to reinstate or make good any part of the premises at the Site which may be affected by the Installation.

6.3 CFS accepts no responsibility for the co-ordination of Installation with any other services provided by third parties. CFS will provide such information as may be reasonably requested by the Customer to assist any such third party, but any alterations to or any re-working of the Installation required by such co-ordination shall be an Additional Item.

6.4 Any request for alterations to or additions to the Installation, whether by way of variations or otherwise, must be in writing and shall be an Additional Item.

6.5 Unless stated in the Specification, no allowance has been made in the price for any inter-connection of the Equipment to any other system or equipment at or on the Site to facilitate the shutdown of the Equipment or remote control.

6.6 Where the Equipment is required to meet a particular level of audibility, whether relating to an identified level of clarity or minimum volumes, CFS accepts no liability to comply with these requirements when the quantities and/or location of Equipment has been instructed by a third party, whether as detailed on layout drawings or Equipment schedules or otherwise. If required, the Commissioning Engineer will carry out a full audibility test on completion of the Installation and report on any defect as an Additional Item. The cost of any work involved in raising the level of audibility shall be an Additional Item.

6.7 The price for the Installation shall include Commissioning upon completion of the Installation in accordance with clause 7.

6.8 If existing cable / hardware / equipment / groundworks / ducting is to be retained and/or re-used as part of CF&S proposal it is assumed that this is in good condition, fit for purpose and free from fault. Any faults discovered on existing equipment due to be retained and/or re-used are not covered by the proposal and may be subject to additional repair and/or replacement costs.

### Gate Automation & Automated Barrier work specific terms:

6.9 Century Fire & Security Ltd advise that, as a rule, any automated barrier or swing-gate system is not operated in high winds. Using the Beaufort Wind Scale, Century Fire & Security Ltd advise caution in winds at or above 25 - 31 mph. An automated barrier should NOT be left in the open position in high winds. An automated swing gate should, in the event of high winds, be placed into manual and left either locked open or closed and operated manually while winds persist. This is to avoid any undue stress or strain on the equipment which could affect calibration, welds, brackets, fixings and the life span of the product. Century Fire & Security Ltd accept no liability if automated systems are used in these conditions.

6.10 If the specified automation equipment is to be fitted to existing gates, these gates are assumed to be in good working order, level, free of obstruction to open and close manually and free of subsidence issues. Additional bracing bars, plates and brackets may have been specified to allow for the installation of automation. No allowance has been made for any remedial work to be carried out on the gates before or after automation. Any remedial work required following automation if subsidence or worn manual parts are revealed is not covered by this proposal and will be subject to additional costs.

6.11 Century Fire & Security Ltd do not recommend that road induction loops are used by Cycles & Motorcycles. We recommend that an alternative access route should be provided for these types of vehicles. Century Fire & Security Ltd can accept no liability for accidental damage to motorbikes, cycles or riders of the same following use of the barrier/gate and the inductive loop.

### CCTV work specific terms:

6.12 Remote connection devices (Laptop / PC / Smart Device / Tablet) are to be provided by the client.

6.13 Connection to the client's broadband network is required for remote CCTV viewing. An active IP point / spare router port is to be installed or made available by others in the agreed locations. Static IP address details, inc. port numbers, port forwarding, static IP address, gateway and subnet are to be configured and sourced by the client.

6.14 A spare socket is to be provided / made available in the location of the NVR. A spare HDMI input must be made available on the rear of any client TV's to allow connection to the NVR if applicable.

6.15 CCTV Smart Device app requirements - Requires Android 4.0 / iOS 8 minimum.

6.16 CCTV Software Minimum PC/Mac Requirements - Microsoft® Windows 7 (64-bit) / Intel® Xeon® E3-1226 V3 @ 3.30GHz / 8 GB of RAM / Intel® HD Graphics P4600 / MacOS X 10.9 to MacOS 10.12

6.17 For remote CCTV viewing, Century Fire & Security Ltd recommend a minimum of 5Mbps download speed and 3Mbps upload speed. For best performance we recommend 10Mbps download speed and 6Mbps upload speed.

6.18 The maximum number of simultaneous images displayed on screen during playback or live view is dependent on the capabilities of the specified recorder. For example, an 8-channel recorder with seven 4K cameras connected, streaming at full resolution, may only be able to display 3 cameras simultaneously due to streaming restrictions. Please ask for detailed information relating to your system prior to placing an order.

## **7 COMMISSIONING**

7.1 Where the Equipment to be commissioned has not been installed by CFS, the Customer will be required to provide a Site Representative on the Site for the period of Commissioning

7.2 Where the Commissioning involves fire alarm systems, any documents not available to the Commissioning Engineer, will be recorded on the Commissioning Certificate as being a variation from the current version of BS5839 part 1: section 5

7.3 The Commissioning Engineer will carry out low voltage continuity earth line resistance and capacitance tests on all circuits as part of the Commissioning and any failures will be notified to the Site Representative who will be required to instigate the clearance of these faults.

7.4 The Commissioning Engineer must be satisfied prior to commencement of Commissioning that all cables are clearly marked and identifiable as well as all conductors.

With particular regard to Commissioning involving fire alarm systems, all cables and conductors must be appropriately identified and if not, this will be recorded on the Commissioning Certificate being a deviation from BS5839 Part 1

7.5 In the event of any delay of Commissioning and which is not due to the failure of CFS and whether caused by the Customer or otherwise, CFS retains the right to charge as an Additional Item for either an abortive visit or for the additional hours incurred in waiting for the faults or issues causing the delays to be rectified. Any such Additional Item will be charged at the then hourly rate for Commissioning services. In addition, any time lost due to lack of access to the site on the pre-arranged day, incomplete works, unavailable access equipment or lack of installed drawings will be charged as an Additional Item.

7.6. When interconnecting CFS systems to third party equipment, the cost of Commissioning only includes the final connection of any control Equipment. All field Equipment must be connected by the time the Commissioning Engineer attends the Site. If any cables are to be terminated by the Commissioning Engineer then these must, where applicable, be glanded and stripped ready for termination. Additional costs will be incurred for this facility.

7.6.1 Commissioning includes testing Outputs of Interface devices, NOT the actual operation of the third party system.

7.7 Any Equipment supplied by CFS which is to be commissioned will be tested in the presence of the Site Representative. If a Site Representative is not present, then the Customer will be deemed to accept the commissioning as if the Site Representative was present.

7.8 The Commissioning allows for one final handover to the Customer. In the event the Customer requires any third party to be present to approve the Commissioning, then the Customer must arrange the time and any additional visit required to demonstrate the system to any third party will be charged as an Additional Item.

7.9 At commissioning, CFS is often unable to test with full operational conditions present, in which case, CFS will be pleased to conduct a further test at a later date. This would be charged as an Additional Item based on the engineering time on site.

7.10 On completion of the works, CFS recommends that the new commissioned system is placed into soak test for a period of one week prior to the official handover. This will allow the system to be monitored for any potential sources of settling faults or false alarms and to allow the quiescent parameters to settle down.

7.11 'Soak Test' means that the system will be 'live', but that it will not be connected to any remote monitoring centre or act as a critical system.

## **8 DATE FOR INSTALLATION AND/OR COMMISSIONING**

8.1 The Installation and/or Commissioning shall be carried out by CFS during Normal Working Hours unless otherwise specified. Any date mentioned by CFS in the proposal or surrounding communications (ie email) is a proposal only and not a term of the Contract.

8.2 If Installation and/or Commissioning is delayed by any circumstances outside CFS's reasonable control (including, without limitation, war, civil disorder, natural disaster, fire, flood, theft, industrial dispute, delay by suppliers carriers or other subcontractors, inability to obtain materials labour or manufacturing services from usual sources, manufacturing faults, or acts of omissions of the Customer), the date for Installation and/or Commissioning shall be extended until a reasonable time after such circumstances have ended.

8.3 (Engineers Survey) The purpose of the engineer's survey is to confirm the technical suitability of the equipment specified and to discuss any civil or electrical preparatory work to be done by others. Additional visits, on a "consultancy" basis, can be organised but will be chargeable at £250.00 per day.

The company will confirm any amendments to specification or conditions on installation, following the survey, if appropriate.

8.4 The Customer's acceptance of Installation and/or Commissioning shall constitute a waiver of any claim by the Customer in respect of delay.

- 8.5 The Customer shall pay as an Additional Item for any work carried on outside the Normal Working Hours.
- 8.6 Any act or omission of the Customer causing any delay of 30 minutes or more during the Normal Working Hours shall be charged as an Additional Item.

## **9 ACCEPTANCE**

- 9.1 The Equipment, Installation, Maintenance and Commissioning shall be deemed to have been accepted by the Customer and in all respects in accordance with the Contract on signature by the Customer of the Acceptance Certificate, or where the Equipment is not installed by CFS upon the expiration of three days after delivery unless the Customer gives notice of rejection within that period.

## **10 THE CUSTOMERS OBLIGATIONS**

- 10.1 If you cancel our Contract less than four days before installation, we may charge you for any equipment we have bought for your Premises and make a reasonable charge for damages for breach of contract.
- 10.2 The Customer shall ensure that the Site and access to it are safe and suitable for the Delivery, Installation and Commissioning of the Equipment, that all necessary licenses and consents have been obtained, and that there are suitable power supplies for hand tools, adequate lighting, toilet and rest facilities, secured facilities for the storage of plant and machinery necessary to carry out the Contract and an acceptable and safe working environment.  
230-volt AC unswitched fused spur supplies are to be provided adjacent to the proposed panel/charger/control locations which must be certificated to the current edition of the IEE Wiring Regulations. Ampage is equipment dependant and should be clarified by the customer.  
As far as access to the Site is concerned, the Customer will be expected to provide CFS with such information and plans as may be reasonably required including details of any security arrangements to enable CFS to fulfil its obligations under the Contract.
- 10.3 The Customer shall provide at its own cost CFS with all facilities and help that it may reasonably require including (without limitation) including waste disposal, access to the Site at all times, parking spaces and all necessary ladders and scaffolding or powered access or other items required for access to the Site, which shall be safe to use and comply with all relevant Health and Safety legislation..
- 10.4 The Customer must advise CFS of the existence of concealed pipes, wires and cables for water, gas, electricity, telephone, computer, data communication and other such services affecting the Site and shall confirm the location of such services to CFS before Installation and/or Commissioning commences. In the absence of such notice, CFS accepts no liability for damage to such services or any loss, damage or injury whatsoever incurred or sustained in consequence thereof as the Customer hereby acknowledges, and the Customer shall indemnify CFS against any claim whatsoever for loss damage or injury resulting from damage to such services as aforesaid.
- 10.5 The Customer shall be responsible for and reimburse CFS for any charges made by the Police, Fire or any other authority to CFS in connection with the Installation and/or Commissioning.
- 10.6 The Customer shall only operate the Equipment after the Acceptance Date and in the case of Equipment installed by CFS shall only operate the same in accordance with the written information and instructions which may from time to time be supplied by CFS to the Customer.
- 10.7 Such facilities as are reasonably requested by CFS and not provided by the Customer and which are necessary for the Installation and/or Commissioning shall be provided by CFS and charged to the Customer as an Additional Item.
- 10.8 The Customer shall ensure that there is no interruption to the work of Installation and/or Commissioning. The price is based on the assumption of full continuity of work and that CFS shall have unhindered access during normal working hours.
- 10.9 The Customer shall be responsible for complying with all instructions of the Manufacturers of the Equipment for its use, particularly with regard to any environmental conditions.

## **11 PRICE AND PAYMENT TERMS**

- 11.1 The price payable under the Contract shall be as specified in CFS's proposal, together with Value Added Tax and any other tax, duty or levy chargeable in respect of the Contract. The price specified is net and no deduction for early settlement or retention or for any set-off or counterclaim may be made. Unless specified in the proposal, no main Contractor's discount has been allowed for in the price.
- 11.2 At CFS discretion a 25% (or other structured) deposit may be required at the point of placing an order payable 14 days from date of invoice. Failure to settle this deposit may result in your order being placed on hold.
- 11.3 Unless otherwise stated, any Additional Items shall be added to the price.
- 11.4 Unless otherwise specified the Customer shall pay the price and Additional Items (if any) as follows:
- in the case of Equipment, within 14 days of date of Invoice or Application in which the Equipment was despatched by CFS;
  - in the case of Installation and/or Commissioning within 14 days of date of Invoice or Application in which the appropriate Certificate is issued;
  - in the case of any interim account, within 14 days of date of Invoice or Application to which the account relates.
  - CFS may at its sole discretion require at any time by invoice that all or part of the Price (plus delivery costs) be paid in advance or on account and sums so invoiced shall be immediately payable, any balance remaining payable as otherwise agreed.
- 11.5 CFS shall be entitled to render to the Customer an interim account every month for all work of Installation and/or Commissioning where the work at the start of the Installation and/or Commissioning quoted is likely to exceed 20 working days.



- 11.6 CFS reserves the right to charge interest at 7% above Bank of England base lending rate for the time being on any overdue payments until repaid in full.
- 11.7 CFS reserves the right to recover from the Customer all direct expenses reasonably incurred by CFS in connection with any overdue sums.
- 11.7.1 Without prejudice to any other rights of CFS, and by reason of a Credit Check, if there is any reason to doubt that the amounts due from the Customer under the Terms of the Contract will be paid in full according to the Terms thereof, then CFS reserves the right to payment in full before delivering the Equipment or performing the Installation or Commissioning or any other services whatsoever for the Customer.
- 11.7.2 The Customer shall indemnify CFS against all losses sustained or extra expenditure incurred as a result of such a suspension of Delivery or Installation or Commissioning including a reasonable allowance for storage.
- 11.7.3 Where payment requested in accordance with this Condition is not received within 14 days of demand, CFS reserves the right to sell or dispose of the Equipment produced or acquired for the Customer and to recover any additional loss from the Customer.
- 11.8 In light of BREXIT, import tariffs may be imposed or equipment prices may rise. CFS reserve the right to pass these costs on to the customer as applicable.

## **12 RETENTION OF TITLE**

- 12.1 Legal ownership of the Equipment is to remain vested in CFS until both the price for the Equipment and any Additional Items have been paid for in full, and until full payment has been received by CFS under any other contract with the Customer for which payment is outstanding.
- 12.1.1 If the Customer obtains possession of the Equipment prior to such payment, the Customer shall hold the Equipment in a separate and identifiable form as Bailee and fiduciary agent for CFS;
- 12.1.2 Failure to pay the full amount when due shall give CFS or its employees or agents, the right to repossess the Equipment (and enter the Customer's premises for that purpose if necessary) with or without notice and without liability and, at its option, to avail itself of any other legal remedy.
- 12.1.3 CFS shall have the right to sell the Equipment once it has been re-possessed under this Condition.
- 12.2 Notwithstanding this clause 12, CFS shall be entitled to maintain an action for the price of the Equipment and Additional Items at any time after the date when payment is due.
- 12.3 The Customer may contract to sell the Equipment to a third party in return for valuable consideration provided always that the Customer shall account in a fiduciary capacity to CFS for the proceeds of sale (to the extent of the Customer's indebtedness to CFS) keeping the same separate and identifiable from its other monies. The Customer's rights under this clause 12.3 shall cease if an event specified in clause 20 occurs to the Customer.
- 12.4 If prior to payment in full being made the Equipment becomes commingled with similar equipment belonging to the Customer and/or any third party the Customer shall hold CFS's proportion of the commingled Equipment or their proceeds of sale on trust for CFS. CFS shall be treated as a tenant-in-common of the commingled equipment and the Customer shall hold as trustee for CFS's proportion and (if the commingled equipment has been sold) pay to CFS its due proportion of the proceeds of sale.
- 12.5 Where the Equipment is attached to either buildings or plant or machinery of the Customer, the Customer agrees that it is not its intention that the Equipment thereby becomes fixtures and fittings or part of the plant or machinery, but the Equipment shall remain as chattels and be severable from the buildings or plant or machinery.

## **13 VARIATION WORK**

- 13.1 CFS will consider any reasonable request by the Customer in respect of variation work, whether by way of addition, omission, or substitution of any work, whether Installation or Commissioning. The price of any such variation work shall be an Additional Item in accordance with CFS's day work rates.

## **14 CANCELLATION**

- 14.1 CFS will accept a cancellation of an order for Equipment if, and only if, said Equipment has not been despatched and is carried as part of its normal stock. Such cancellation must be confirmed in writing and accepted by a director of CFS. A charge of 10% will be made for any stock cancellations.
- 14.2 In the case of all other orders, whether for Equipment, Installation, Maintenance or Commissioning CFS will not accept cancellation.
- 14.3 CFS reserves the right to levy a minimum cancellation charge and re-stocking charge of 25% of the value of any order for Equipment which is accepted, or 35% if the equipment has already been delivered at the time of collection.

## **15 IMPROVEMENT TO SPECIFICATION**

- 15.1 CFS's policy is one of continued research and development and CFS reserves the right to amend or change any Equipment Specifications or products listed in the Specification at its discretion at any time without notice.
- 15.2 CFS also reserves the right because of difficulties in obtaining supplies to use at its discretion Equipment and materials other than those specified provided that this does not materially affect the performance of the Equipment or the system.

## **16 TECHNICAL INFORMATION/ADVICE**

16.1 CFS does not provide drawing office facilities for the sale of equipment only.

16.1.1 CFS is not able to provide drawings in any format required for a Customer's Building Information Module (BIM) unless expressly stated and costed in the proposal document. However, CFS will assist in obtaining electronic files from its suppliers. CFS accepts no responsibility for any costs associated with the building of electronic files when these are not available from its suppliers for standard or other products.

16.2 Any technical information supplied by CFS shall only be relied upon by the Customer if confirmed in writing by CFS. CFS is not liable for any such technical information provided verbally by its employees. CFS relies upon the information supplied by the manufacturer of the Equipment and shall, wherever so practicable, supply the Customer if so requested with copies of the manufacturer's technical information.

## **17 LIABILITY**

17.1 CFS has no special knowledge of the nature and value of the contents of the premises at the Site for which the Equipment has been specified and in which it is to be Installed, Maintained or Commissioned or of the nature of the risks to which the premises and their contents will be or may from time to time be exposed. The potential loss or damage which the Customer might suffer is likely to be disproportionate to the price that can reasonably be charged by CFS under agreements of this nature. As the Customer knows or should know the *extent* of such potential loss or damage and is *therefore* in the best position to do so, it should insure against all likely risks. Accordingly, the Customer accepts that it is reasonable that CFS limits its liability to the Customer as set out below, which specifies the entire liability of CFS including liability for negligence or consequential losses.

17.2 CFS accepts liability:

17.2.1 for death or personal injury resulting from the negligence of CFS, its employees or agents acting in the course of their employment;

17.2.2 arising out of any breach of the obligations as to title implied by statute;

17.2.3 where the Customer deals as consumer for any breach of any condition or warranty implied by statute as to the Equipment whether as to correspondence with the description or sample or as to its quality or fitness for the purpose or particular purpose;

17.2.4 up to the sum of £250,000 for direct physical damage to the Site to the extent to which such damage or loss is caused by the negligence of CFS its employees or agents whilst working on the Site in the course of their employment.

17.3 The Customer is required to notify CFS of any claim above as soon as is reasonably possible and in any event within 3 months of the act omission or occurrence giving rise to the damage or loss, except that any claim under sub-clause [17.2.4] above shall be notified to CFS within 30 days of the Customer suffering any alleged damage or loss.

## **18 WARRANTIES**

18.1 CFS shall pass to the Customer the benefit of the standard 12-month warranty or guarantee given by the Manufacturer of the Equipment supplied to the Customer under the Contract, unless stated otherwise. This warranty covers the customer for parts (see exceptions 18.5) and labour (within standard working hours 0800-1700)

18.2 If within 12 months of delivery of the Equipment or where installed by CFS within 12 months of the Acceptance Date any defect (other than normal wear and tear, or corrosion) appears in the Equipment (or, if carried out by CFS its Installation,) CFS shall (at its option) replace or make good the defect, save where the Installation is unreasonably delayed by the Customer, whether by default, negligence or otherwise, the said period of 12 months shall be proportionately reduced by the period of delay.

18.3 CFS shall be obliged under 18.1 and 18.2 above only if:

18.3.1 the Equipment has been operated and maintained properly and in accordance with good industry practice and with any instructions and recommendations made by CFS or the Manufacturer of the Equipment and has not been modified or misused; and

18.3.2 the Customer has given the notice to CFS within 28 days after the appearance of the defect,

18.3.3 If the site is not maintained by CFS, the warranty is limited to replacement of the device only. (Attendance to the Site or labour is not included under these warranty terms)

18.4 Any visits to the Site of the Customer whether in connection with Equipment supplied or Installed, Maintained or Commissioned will require written instructions from the Customer. The attendance of the Commissioning Engineer to the Site whether to carry out repairs, investigate reports of false alarms or faults on the Equipment whether Supplied, Installed, Maintained or Commissioned, caused by misuse, damage, neglect or vandalism, flood, storm, acts of God will be charged as an Additional Item, it shall be at the cost of the Customer at CFS's then daily work rates.

18.5 Where any Equipment is returned to CFS for repairs, then unless otherwise agreed, the Customer shall be responsible for the costs of carriage to CFS.

## **19 EXCLUSION OF LIABILITY**

19.1 Except as provided for in Clause 17, CFS shall not be liable to the Customer for any consequential loss or damage of whatsoever nature including, without limitation, loss of use, production, profits, custom or goodwill, damaged property and increased operation expenses (however arising) whether from breach of contract or negligence or otherwise.

19.2 Except as provided for in clause 17, CFS's total liability for all claims of whatever nature and however arising (whether from breach of Contract or negligence or otherwise) against CFS employees and sub-contractors shall be limited to £50,000.

## **20 CUSTOMER'S DEFAULT**

20.1 If the Customer shall fail to observe and perform any of these Conditions or if any distress or execution shall be levied on the Customer's property or if the Customer shall make or offer to make any arrangements with creditors (where the Customer is an individual or firm) if an Interim Order under Section 252 of the Insolvency Act 1986 is made in respect of or a Petition in Bankruptcy is presented against the Customer or (where the Customer is a Company) if a Receiver or Manager of the Customer's assets or an Administrative Receiver or Administrator of the Customer shall be appointed or if a Resolution or Petition to wind up the Customer shall be passed or presented, CFS shall be entitled (in addition to any other rights or remedies) to suspend performance of CFS's obligations under the Contract, or to terminate the Contract or to suspend and later terminate.

If CFS cancels the maintenance as covered under this clause, CFS will write to the Customer at their last known address advising them of the cancellation and the date from which it becomes effective.

## **21 SUB-CONTRACTING**

21.1 CFS may sub-contract the performance of all or any of its obligations under the Contract.

## **22 Design Liabilities and Limitation**

Insofar as the design of the Sub-Contractor's Designed Works is comprised in the Sub-Contractor's Proposals and in what the Sub-Contractor is to complete in accordance with the Contractor's Requirements and these Conditions (including any further design required to be carried out by the Sub-Contractor as a result of a Variation), the Sub-Contractor shall in respect of any inadequacy in such design have the like liability to the Contractor, whether under statute or otherwise, as would an architect or, as the case may be, other appropriate professional designer holding himself out as competent to take on work for such design who, acting independently under a separate contract with the Contractor, has supplied such design for or in connection with works to be carried out and completed by a building contractor who is not the supplier of the design.

### 22.1 SSAIB Accreditation

22.1.1 CFS is certificated to SSAIB. The Security Systems and Alarms Inspection Board ((SSAIB) is the leading certification body for organisations providing security systems and services, fire detection and alarm systems, telecare systems and services, manned security services and monitoring services.

SSAIB is a Security Industry Authority (SIA) approved certification body – in respect of the SIA Approved Contractors Scheme – that operates within the UK. We also offer certification for firms based in the Republic of Ireland.

22.1.2 Under our SSAIB accreditation all new security systems that CFS install must be fully compliant with SSAIB and the entire scope of the scheme.

22.1.3 As required by the SSAIB, all new systems must meet the requirements of the relevant BS and EN standards. An SSAIB Certificate of Compliance will be issued on all new installations except where the installation is an extension of a non-SSAIB certificated system.

### 22.2 Automation Systems: Gates, Barriers, Bollard, Autodoors etc

22.2.1 CFS is certified and accredited by the DHF, GateSafe, ADIA and DoorSafe to ensure the safety compliance to CFS' automated systems.

22.2.2 Our automated systems are designed and installed to comply with the Machinery Directive 2006/42/EC, the Electromagnetic Compatibility Directive 89/336/EEC – 92/31/EEC and the R&TTE Directive 1999/5/EC.

### 22.3 Fire Alarm System Design

22.3.1 Unless stated elsewhere, the proposal has been provided based upon a design by others, therefore responsibility for providing a design certificate to BS5839- part1 is by the originator (i.e. not CFS)

22.3.2 In cases where the system has been designed by CFS to BS5839- part1, the Design Certificate will be raised and uniquely numbered, identifying the system design category and site details, kept on file and issued to the relevant parties upon receipt of the order.

22.3.3 In order to fully comply with BS5839- part1 Category L2, CFS will require specific areas considered to be of a High Fire Risk to be highlighted by a Fire Risk Assessment or Fire Strategy Document developed by interested parties such as Building Control, the Building user, the Fire Authority etc.

22.3.4 BS5839- part1 Category L5 systems are based on specific 'Fire Safety Objectives'. These 'objectives' will have been defined in a Risk Assessment developed by interested parties such as Building Control, the Building user, Local Fire Authority etc. CFS cannot prepare a design to L5 unless provided with specific data for the areas to be covered. If CFS issue an L5 design certificate it will, by necessity, state that the design is based on information provided to CFS by others.

22.3.5 In cases where CFS is replacing all existing equipment on a like-for-like basis only, utilising the existing positions for device selection, zoning etc, CFS cannot be responsible for the design category.

22.3.6 Proposals relating to the positioning of actuation devices have been based on the drawings provided. In the absence of detailed section/structural drawings, CFS cannot accept responsibility for compliance to Standards should additional devices be required to provide protection to compartments, voids, ducts etc., which are not identified by the information provided.

22.3.7 In cases where the system has been designed by CFS, the quantity and location of the alarm sounders is based on the experience of sound levels obtained in general working environments with the intention of meeting the audibility requirements



of BS5839- part1. Proposals are given in good faith, but due to the complexity of sound level variation caused by wall partitions, carpeting, furniture and doors, it cannot be guaranteed that all areas will have an adequate audibility level.

- 22.3.8 Should extra sounders be required, CFS would be pleased to supply these as an Additional Item
- 22.3.9 Unless stated otherwise, CFS has not carried out a site radio survey and costs for this element of the works are a proposal and based on experience for such applications. Costs are subject to finalisation prior to commencement of the works and variations could be incurred.
- 22.3.10 Unless a site survey has been carried out with all facilities being in place, such as HVAC etc, CFS will base the proposal on drawings provided. Proposals relating to the positioning of actuation devices, nozzles, pipework and other associated Equipment will be based on the drawings provided or assumed locations if drawings are not provided. In the absence of detailed section/structural drawings, CFS cannot accept responsibility for compliance of Standards should additional mechanical and electronic equipment be required to meet the standards, and such variations will be charged as an Additional Item

#### 22.4 Security System Design & Signalling

- 22.4.1 Unless stated otherwise, in accordance with the European Standards and to determine the grading of the Intruder and Hold-Up Alarm System, a site survey and risk assessment of the property must be carried out. The risk assessment relates solely to the grading and design of the proposed Intruder and Hold-Up Alarm System and is based upon information available at the time of survey. It is the Customer's responsibility to ensure that the system grading specified is acceptable to their insurance company.
- 22.4.2 In cases where CFS is replacing all existing Equipment on a like-for-like basis only i.e. utilising the existing positions for device selection, zoning, circuitry etc, CFS cannot be responsible for the grading of the system.
- 22.4.3 Proposals relating to the positioning of actuation devices have been based on the drawings provided. In the absence of detailed section/structural drawings, CFS cannot accept responsibility for any Client's specific requirements should additional devices be required to provide protection to areas which are not identified by the information provided.
- 22.4.4 Unless stated otherwise, CFS has not checked that the design meets the grading that maybe specified or referred to in any specification or drawings referred to or otherwise implied.
- 22.4.5 When an Intruder and Hold-Up Alarm System is being un-set, the Police have historically been called to a high incidence of false alarms. In view of this, additional safeguards are now required for some un-setting methods. The proposal details the suggested un-setting method. However, CFS advises that the Customer's insurance company is contacted to confirm that this method is acceptable to them.
- 22.4.6 The Intruder and Hold-Up Alarm System external audible warnings will be fitted with a cut-out facility to operate after 15 minutes following alarm activation. After the operation of the cut-out device, the system will automatically re-arm, excluding any circuit(s) which caused the initial activation, but will only operate the local audible warning(s) in the event of a further activation.
- 22.4.7 In cases where the Intruder and Hold-Up Alarm System is linked to the CFS Alarm Receiving Centre (ARC) and, subject to any verification routines, alarm signals generated from site will be relayed to the Police. CFS would advise that if the Police receive an excessive number of false calls, this could result in the withdrawal of their response to signals originating from the alarm system, leaving the customer on Key holder response only. It is in the Customer's interest to be aware of false alarms and to minimise the risk of occurrence.
- 22.4.8 The system will either generate open/close signals each time the system is set or unset, or it will generate an abort signal following activation when the code is entered into the keypad. Should CFS receive an intruder signal from site while the system is un-set, or if CFS receive an abort signal within 90 seconds from receiving an intruder signal, the Police will not be called.
- 22.4.9 All detection devices remain fully active until an authorised Key holder enters the premises via the designated entry route, automatically triggering the entry delay timer. This will allow access to the keypad only to disarm the system.
- 22.4.10 Where signalling to the ARC is required, the customer is to arrange.

#### 22.5 Aspirating systems

- 22.5.1 Aspirating hardware generally takes 2 – 3 weeks for delivery from acceptance of the flow calculation but can take longer depending on the size or complexity of the system, where bespoke parts need to be designed and fabricated
- 22.5.2 Once the system has been ordered, final pipe runs and flow calculations are checked and equipment is ordered. This process takes 2-3 weeks but may take longer depending on the complexity of the design. Where equipment is bespoke to the site, additional time will be required to provision such Equipment.

### **23 MAINTENANCE**

- 23.1 Under the guidelines of the relevant British Standard or other directives, it is important that any system should be fully maintained at all times.
- 23.2 Following connection of the signalling system to CFS Alarm Receiving Centre (ARC), there will be a trial period during which Fire, Intruder and Hold-Up Alarm signals will be subject to a Key holder response only and will not be passed to the Police.
- 23.3 The trial period shall continue until the Fire, Intruder and Hold-Up Alarm System has been free of alarm signals (which would otherwise have been passed to the Police) for a period of fourteen consecutive days. Should thirty days have passed from connection and the trial period has not been satisfied, then CFS will inform the Customer that the system is still not subject to a Police Response.

- 23.4 CFS offers one of the following Service Level Agreements (SLAs). Full details of which and detailed Terms & Conditions, including any exclusions, are outlined within the Maintenance Contract Agreement (a copy of which is available upon request):
- Bronze includes labour costs for basic maintenance
  - Silver includes Bronze and emergency callout labour costs
  - Gold includes Silver and emergency callout and parts cost
- 23.5 Unless stated otherwise within the proposal, any cost associated with on-going line rental and monitoring charges for digital communicators or RedCare signalling is excluded from the SLA.
- 23.6 Minimum contract term will be 12 months, unless stated otherwise and auto renews. The contract is non-refundable if cancelled before the 12 month term.
- 23.7 CFS requires 3 months written notice for contract termination
- 23.8 Costs will be charged in accordance with the Emergency Engineer Callout Rates Schedule and the SLA detailed within the proposal
- 23.9 Engineer travel costs will be charged at the same rates as those detailed under 27.8
- 23.10 Chargeable time on site will be in hourly increments and part hours will be increased to the next highest whole hour
- 23.11 Where CFS is taking over responsibility for Maintenance from another provider, CFS will undertake a basic survey as part of the first visit to verify the state of the system and quality of maintenance records
- 23.12 Based on findings, CFS may recommend an initial 100% test of the system prior to continuing with the normal routine inspections. This test would be charged separately and would only apply where previous maintenance was poor, insufficient records where available or the system is deemed to be in an unsatisfactory state
- 23.13 Any problems identified within 90 days of commencement of contract, which in the opinion of CFS, affect the integrity of the system, will be deemed to have existed prior to our involvement and rectification may be subject to additional charge
- 23.14 CFS reserve the right to offer an alternative Maintenance option based on the findings
- 23.15 Should you call an engineer out and the fault is deemed to be one of the following there will be a charge made:
- Storm Damage
  - Fire or Smoke Damage
  - Flood Damage
  - Defective Parts
  - Emergency Call outs
  - Vandalism
  - Accidental Damage
  - User Error
  - Misuse
  - Additional Works
- 23.16 Our takeover service will be carried out under the assumption that all engineer and master user level codes / keys / fobs / cards and/or access rights will be made available to us. Any return visits required if the correct engineering levels cannot be accessed may incur additional costs.
- 23.17 The agreement shall be automatically extended for one additional year, unless, within 90 days of the renewal date, either party gives the other party written notice of its intent not to continue the agreement.
- 23.18 CFS reserve the right to adjust annually recurring charges in line with RPI. The actual adjustment is dictated by the RPI rate published by the Office of National Statistics.

## **24 HEALTH & SAFETY**

### **24.1 Competence**

- 24.1.1 CFS recognises its duty of care under the Health & Safety at Work Act 1974 and other relevant statutory provisions. So far as is reasonably practicable, CFS will provide and maintain a safe and healthy working environment for Company employees. It is expected that any risks associated with site operations will be brought to the attention of CFS in order that this duty of care is not compromised.
- 24.1.2 CFS provides the highest levels of competence in respect of all work carried out. CFS holds 3<sup>rd</sup> party certification to ISO9001, ISO14001, ISO45001, CHAS, Constructionline and Safe Contractor.

### **24.2 Asbestos**

- 24.2.1 It is important for both CFS and Customers that any asbestos is not disturbed when working on site. At the start of any works, CFS is to be advised of any known asbestos issues on site and shown the asbestos register, unless the Customer confirms in writing that the building is asbestos free. The Customer has a legal obligation to provide CFS with this information.
- 24.2.2 CFS has detailed procedures covering what to do if asbestos is discovered on a site during works, and engineers are made aware of this through training and toolbox talks.
- 24.2.3 Proposals are provided on the understanding that:

- The areas of works within the building are free from asbestos.
- Any asbestos within the building has been identified clearly and accurately and detailed in the site asbestos register, following a survey undertaken under the authorisation of the building duty holder, and that this information has been brought to the attention of CFS in writing prior to the proposal being issued.

#### 24.3 Access Equipment

- 24.3.1 Access above 3.5 metres is not provided unless covered in the proposal but may be dependent on pre-contractual agreement. Please see Attendance Schedule. CFS engineering activities will be carried out using standard or extension step ladders. Any other form of access below 3.5 metres, such as podiums, will need to be provided free of charge to CFS in order to carry out their duties.
- 24.3.2 Special arrangements may be made separately for the hire of scaffolding and powered access etc. to access high level equipment.
- 24.3.3 Powered access equipment will only be driven by trained operators assisted by a banksman (if required), who have attended a recognised course and hold an IPAF certificate.

#### 24.4 CDM Regulations

- 24.4.1 In accordance with the Construction, Design and Management Regulations (CDM2015), where CFS is appointed as the principal contractor, CFS will adequately plan, manage and resource the work. This will include the obligation of subcontractors to ensure a suitable induction and consultation programme for workers.
- 24.4.2 Information will be communicated regarding hazards present on site and those created by the design.
- 24.4.3 CFS will ensure there are adequate welfare facilities on site.
- 24.4.4 CFS fully accepts and understands its duty role under CDM2015.

#### 24.5 Waste Management

- 24.5.1 Waste Management will be in accordance with the CFS Environmental Policy.
- 24.5.2 Segregated waste systems that are provided will be utilised (if applicable)

#### 24.6 Occupational Health

- 24.6.1 Occupational Health will be in accordance with the CFS Occupational Health Policy.

#### 24.7 Noise

- 24.7.1 Control of Noise will be in accordance with current legislation and guidance provided by the HSE & Environment Agency.

#### 24.8 Dust

- 24.8.1 All reasonable steps will be taken to keep dust to a minimum to comply with all site procedures.

### **25 CONFIDENTIALITY**

- 25.1 The proposal forming part of this response is confidential information and is proprietary to Century Fire & Security Ltd (CFS). This information is supplied without liability for errors or omissions. No part of this document can be reproduced, used or disclosed in any way, without the prior written consent of CFS. The copyright and foregoing restriction of reproductions, use and disclosure extend to all media in which this information may be embodied.

### **26 INSURANCE**

- 26.1 CFS holds the following insurances; full details are available upon request:
  - Employers Liability £10M
  - Public / Products Liability £10M
  - Professional Indemnity £5M
  - Contractors All Risks £ 5M

### **27 ENTIRE AGREEMENT**

- 27.1 This Contract comprises the entire agreement between the parties relating to the subject matter hereof, to the exclusion of all other terms and conditions, prior collateral agreements, negotiations, notices of intention, promises, warranties, undertakings and representations (collectively "representations") other than those representations expressly included in the Contract; the parties agree that they have not been induced to enter into this Contract on the basis of any representations other than those expressly included in the Contract; and neither part shall be bound by or liable for any representation of any kind or nature not expressly included in the Contract.
- 27.2 The Customer shall not rely on any variation of the Contract or any waiver of any of its terms unless contained in or evidenced by a letter or facsimile transmission sent by or on behalf of CFS.

### **28 NOTICES**

- 28.1 Any notice by either party to the other pursuant to these Conditions shall be given by letter or facsimile transmission. The notice period either way must be no less than 1 calendar month from the date of the notice.

### **29 LAW and JURISDICTION**

- 29.1 The Contract shall be subject to and construed in accordance with English Law and both parties hereby submit to the exclusive jurisdiction of the English Courts.

**30 ARBITRATION**

30.1 Any dispute or difference of any kind whatsoever which arises or occurs between the parties in relation to anything or matter arising under, out of or in connection with the Contract shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators in accordance with the rules of the Chartered Institute of Arbitrators.

**31. OUR RIGHT TO VARY THESE TERMS & CONDITIONS**

31.1 We have the right to revise and amend these terms & conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

31.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change in those policies or these terms & conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the changes to those policies or these terms & conditions before we send you the invoice/email confirmation (in which case we have the right to assume that you have accepted the change to the terms & conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).