



STANDARD TERMS AND CONDITIONS

“Customer” or “Client” means the person, firm, company or organisation for whom Clayton Fire & Security Ltd has offered to supply the Product, and/or Service in accordance with these terms;

AGREEMENT

Clayton Fire & Security Ltd agrees to supply and the Customer agrees to accept the Product, and/or services subject to these Terms. Any changes or additional to these Terms must be agreed in writing, by Clayton Fire & Security Ltd, and the Customer.

ORDERS

No order which has been accepted by Clayton Fire & Security Ltd, may be cancelled by the Customer except with the agreement in writing of Clayton Fire & Security Ltd, and on the terms that the Customer shall indemnify Clayton Fire & Security Ltd, in full against all loss, including the cost of labour and materials used, damages, charges, and expenses incurred by Clayton Fire & Security Ltd, as a result of cancellation.

ESTIMATE/ QUOTATION

All quotations submitted by Clayton Fire & Security Ltd, shall remain valid for a period of 30 days after which we reserve the right to re-evaluate the submission prior to accepting an order.

Quotations allow for installation of the Product, and/or Services, on a continuous basis during Business Hours, unless otherwise stated.

Customer quotations are often based on information given by the Customer over the telephone; the accuracy of the information and particularly quantities of equipment are the responsibility of the client. Clayton Fire & Security Ltd reserve the right to uplift costs to reflect inaccuracies when surveying the site.

All access equipment has been excluded from our bid unless otherwise stated.

PRICE

All prices quoted to the Customer for the Product, and/or Services are, unless otherwise expressly provided, exclusive of any Value Added Tax, for which the Customer will be additionally liable at the applicable rate.

DELIVERY

If agreed in writing, Clayton Fire & Security Ltd, shall arrange for delivery of the Product, to an address nominate by the Customer at the Customer’s expense.

PAYMENT

The Customer agrees to pay Clayton Fire & Security Ltd, the price and any additional sums which are agreed between Clayton Fire & Security Ltd, and the Customer for the supply of the Product, and/or Services.

Clayton Fire & Security Ltd, shall be entitled to invoice the Customer for the price as specified on the Quotation or Agreement, either on the date of the Agreement or interim installments following the end of each calendar month in with the Product, and/or Service are supplied or at such other times as may be agreed with the Customer.

If payment is not made on the due date, Clayton Fire & Security Ltd, shall be entitled, without limiting any other right it may have (under the Contract or Law), to charge interest on the outstanding amount at the rate of 8% plus the Bank of England base rate from the due date until the outstanding amount is paid in full. If Clayton Fire & Security Ltd employ the services of a third party agent to pursue any outstanding costs, these must be met in full by the Customer.

If payment for the Product, and/or Services is not made by the Customer on or before the due date, Clayton Fire & Security Ltd reserves the right to cancel the Contract and all other existing or future orders placed by the Customer.

Payment terms are deemed to be strictly 30 days from date of invoice unless otherwise stated.

Should the contracted works or agreement extend beyond a one-month period, interim claims shall be made subject to valuation.

We reserve the right to sub-contract part or all of the works as we see fit but will ensure that quality remains constant.

If you ask us to visit your premises, the visit will be chargeable for attendance fees, labour and materials and you agree to pay a reasonable charge for all visits including aborted attendance and failure to gain access.

We will repair your system during Normal Working Hours when you ask us to do so by either site visit or by Remote Services where facilities are available

SERVICE AND MAINTENANCE

GENERAL

This agreement provides details and charges, and forms the basis of a contract to provide services for the Routine Inspections, Servicing, Maintenance and Repair of Fire, Security and/or Safety equipment by Clayton Fire & Security Ltd (hereinafter referred to as 'We', 'Us' or 'Our')

The services provided are limited to specific equipment (hereinafter referred to as 'the system'), installed at the location specified in the site address; and do not extend to any other equipment connected to, or connected with, the operation of the system.

The agreement does not terminate an existing agreement for the provision of similar services by Clayton Fire & Security Ltd where the contract terms of the antecedent agreement has not yet expired and will not expire during the period of cover.

Where an existing agreement terms is due to expire during the period of cover, or where no antecedent agreement applies, you agree for these Terms and Conditions to be applied consecutively and successively from the date the antecedent agreement expires, or from the start of the period of cover (whichever is the latter) until the end of the period of cover.

The terms of this agreement is the period of cover as detailed in correspondence and associated invoice, and you indicate your agreement to enter into this agreement, and upon these Terms and Conditions of this agreement being applied, you accept them in their entirety and without reservation, unless altered or appended to with our specific agreement in writing.

ROUTINE INSPECTION, SERVICING AND MAINTENANCE

We will carry our Routine Inspections of your systems at intervals specified in accompanying documentation as part of the agreement.

Routine inspections will be carried out in accordance with the current relevant British or European Standard.

Routine inspections will be carried out during Normal Working Hours and to a schedule based on postcode regions as determined by us. Details of times and schedules are available on request but are subject to subsequent alteration without notification.

The routine inspection will be carried out with prior agreement and appointment and we will contact you via email or telephone giving you reasonable notice and suggest a date and time window.

If the proposed appointment is inconvenient or circumstances prevent you from keeping this appointment, you may alter the date and/ or time up to two working days prior to the appointment date.

In the unlikely event we have to alter the date or time window of an appointment made to carry out a Routine Inspection, we reserve the right to do so at any time but we will contact you by telephone in the first instance or any other means available.

If we attend on the date, and during the time window of the suggested or agreed appointment, and you, or an authorized person, are not present to allow access, we will give notification or our attendance and a reasonable aborted visit charge will be invoiced which will be in proportionate to your maintenance agreement costs.

We will require uninterrupted access, or access within a reasonable timescale upon request, to all areas of the property where the equipment connected to your system is installed and all areas afforded protection by its installation; and you agree to provide or bear the cost of hiring any specialist access equipment, specialist ladders or scaffolding required to complete the Routine Inspection or any other servicing or repairs.

If you provide us access but due to our operational circumstances we are unable to complete the inspection, servicing or remedial work, we will arrange to complete the work without additional charge.

Elements of servicing and maintenance that are included within the scope of the routine inspection and that incur no additional cost to you will be carried out by the technician without prior authorization.

Works not included within the scope of the Routine Inspection or that incur additional charge, will only be carried out with your authorization or the authorization of the person you have appointed to allow access.

Where the facilities exist, by accepting this agreement you authorize us to access the programming of your system remotely by secure internet, telephone or wireless connection to test, inspect or carry out on-line maintenance.

Where we are required to carry out more than one inspection per year, subject to compliance with the relevant standard, we may not inspect and test every component part on each visit.

At the conclusion of the term of this agreement you will receive an invoice for the next period of cover. If you do not agree to enter into the next period of cover and do not pay the associated invoice but invite us to attend site to carry out any work on site or attend any emergency call outs, at the end of the current period of cover, you will be charged at the prevailing non-contract rates.

YOUR RESPONSIBILITIES

You agree not to allow any person other than one of our authorised representatives to test, repair, adjust, connect to or alter any part of the system at any time during the period of cover.

You have an obligation to inform us of any materials, working conditions, operations or processes on site that may be hazardous, and we reserves the right to withdraw employees from site if any significant hazard becomes apparent, and to make additional charges to re-attend when the hazard has been cleared.

You accept overall responsibility for the integrity of the system insofar as we cannot reasonably be accountable for your actions or those of your agents, or your distribution of keys and/or passwords and codes and therefore the potential for someone to identify themselves using correct codes & passwords; and you indemnify us against any loss, damage or injury following a breach of your own security or safety protocol.

You accept that there is no guarantee the system cannot be circumvented or compromised; or that structural alterations, or the placement of any stock, fixings or furniture that detracts from the field of detection or view of a device may provide a path that may result in undetected illegal entry and you indemnify us against liability for any loss, damage or injury to persons following the non-operation of the system.

We have no special knowledge of the value or nature of the contents of your premises or the nature of the risks that your premises, contents or occupants may be exposed to. The system is not a replacement for insurance and may, at best only reduce any risk, loss, damage or injury to persons on the premises to the extent this is reasonably practicable. Therefore you should take out insurance against all likely risks.

You agree to take all reasonable steps to ensure the Alarm System causes no distress or nuisance to any 3rd parties & indemnify us against claims made by Police Local or other Authority or Civil Action.

If the system is a CCTV system, you agree to register and conform in all aspects to any requirements under the Data Protection Act 1998 and indemnify us against any prosecution for failure to conform to this Act.

LIMITATIONS OF OUR RESPONSIBILITIES

THE LIMITATIONS IN THE EXTENT OF OUR LIABILITY DO NOT AND WILL NOT AFFECT YOUR STATUTORY RIGHTS WHERE YOU DEAL WITH US AS A CONSUMER.

We do not accept liability and cannot be deemed to be in breach of this Agreement for failure to perform any of our obligations by reason of Force Majeure, to include but not limited to war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, traffic congestion, obstruction of any road or highway, or any other cause beyond our control.

We cannot accept liability for any loss in trading or profits, internal expenses or consequential loss incurred by you following any unlawful act of entry or otherwise of any person or persons in or on the premises.

Any claim for liability for direct physical damage to your premises or their contents will only be considered if reported within 30 (thirty) days of the alleged act, omission or occurrence.

We shall not be required to perform any remote transmission or monitoring services or to make any repayment to you if any 3rd party should withdraw or delay the provision of its services or if the Alarm Receiving Centre is not able to continue to provide signaling services.

The Alarm Receiving Centre may interpret any appropriate signal received from your system as an indication of a genuine incident taking place and, regardless of any other indications that may be received to support or counter the signal received; notify the Police or Fire Authority accordingly.

In the event of the Police or Fire Authority withdrawing attendance, for whatever reason, we do not accept liability for the cost of alterations and / or additions to the system required to restore attendance.

CANCELLATION AND/OR TERMINATION OF THIS AGREEMENT

Any notice required to be given under this Agreement shall be deemed to have been sufficiently given if properly addressed and sent by post to our registered office, or in the case of us contacting you, your last known address, and shall be deemed to have been properly served at the time when in the ordinary course of transmission it would have reached its destination.

You may terminate this Agreement after the contract term by giving one months' notice of termination in writing.

Termination will not be deemed to be complete until all outstanding payments have been received and you have allowed us access to repossess all Certificates of Compliance, any records held on site for engineering purposes and any Signaling Equipment and/or modems all of which always remain our property. **NOTE: Any RedCARE Service provided as part of this agreement is nontransferable and will be cancelled upon termination.**

We may terminate the agreement and/or to withdraw all or any of its services or obligations hereunder (whether temporarily or permanently at the absolute discretion of the Company) if any invoice is outstanding beyond its term or in the event that you are in breach of any term or condition of this Agreement, subject to giving you notice in writing of not less than 7 (seven) days.

Any such termination withdrawal or suspension of services or obligations arising under this Agreement as may occur by virtue of these provisions shall be without prejudice to our right to reclaim any payment due from you together with interest (both before and after Judgement) at the rate of 8% above base rate from point of application.

This Agreement is personal to you and may not be assigned or otherwise transferred by you, although we may be prepared to enter into a new agreement with the new occupier at our sole discretion, notwithstanding your obligations.

RISK AND PROPERTY

Risk or damage to or loss of the Product, and/or Services shall pass to the Customer:

In the case of Product, and/or services to be delivered at Clayton Fire & Security Ltd premises, at the time when Clayton Fire & Security Ltd, notifies the Customer that the Product, and/or Services are available for collection:

In the case of the Product, and/or Services to be installed at the Customers premises or elsewhere at the Customers request, at the time of the installation or, if the Customer wrongly fails to take delivery of the Product, and/or Services or prevents Clayton Fire & Security Ltd', efforts to effect installation, at the time when Clayton Fire & Security Ltd, has tendered delivery of the Product and/or Services.

Notwithstanding delivery and the passing or risk in the Product, and/or Services, or any other provision of these Terms, the property in the Product, and/or Services shall not pass to the customer until Clayton Fire & Security Ltd, has received cash or cleared funds in full until which time, Clayton Fire & Security Ltd, shall be entitled to all rights to access to the Customer's premises to enforce its rights hereunder.

INSURANCE

The Customer shall be liable to arrange a suitable policy of insurance to cover replacement of the Product, and/or Services which is acceptable to Clayton Fire & Security Ltd, which shall take effect from the date of commencement of the installation of the Product, and/or Services by Clayton Fire & Security Ltd.

The Customer shall be required to provide Clayton Fire & Security Ltd, with appropriate documentary evidence of the insurance policy referred to in clause 8.1 above upon the reasonable request of Clayton Fire & Security Ltd.

WARRANTY

Clayton Fire & Security Ltd warrants that the Product, and/or Services shall be free from defects for a period of 12 months from the date of the Contract: and Clayton Fire & Security Ltd, liability shall be limited to the cost of the repair or replacement of any defective or faulty Product, and/or Services at Clayton Fire & Security Ltd, absolute discretion provided such Product, and/or Services have been correctly maintained whilst in the Customer's possession and subject to any remedial work on the Product, and/or Services taking place during Business hours.

LIABILITY

Clayton Fire & Security Ltd, shall have no liability to the Customer for any consequential loss, damage, costs, expenses or other claims for compensation arising from the Product, and/or Services., or from their late arrival or none arrival, or another fault of the Customer.

Except in respect of death or personal injury resulting in Clayton Fire & Security Ltd, negligence, Clayton Fire & Security Ltd, shall not be liable to the Customer for any loss or profit or any indirect or consequential loss which may arise in connection with the supply by Clayton Fire & Security Ltd, of the Product, and/or Services (whether caused by the negligence of Clayton Fire & Security Ltd, its servants, agents, consultants, sub-contractors or otherwise). Clayton Fire & Security Ltd, total liability under or arising from the Contract shall not exceed the amount of the Price paid by the Customer too Clayton Fire & Security Ltd.

Any claim by the Customer which is based on any defect on the quality or condition of the Product, and/or Services or their failure to correspond with the agreed specification shall (whether or not delivery is refused by the Customer) be notified to Clayton Fire & Security Ltd, within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after delivery of the defect or failure. If delivery is not refused, and the Customer does notify Clayton Fire & Security Ltd, accordingly, the Customer shall not be entitled to reject the Product, and/or Services and Clayton Fire & Security Ltd, shall have no liability for such defect or failure, and the Customer shall be bound to pay the Price as if the Product, and/or Services have been delivered in accordance with the Contract.

No ascertained or liquidated damages have been assumed. Unless otherwise stated.

No retention has been assumed. Unless otherwise stated.

Clayton Fire & Security Ltd do not take responsibility for any materials or labor works, to systems over 10 years of age (due to the importance of Fire systems they should be replaced within this period to maintain their integrity).

Clayton Fire & Security Ltd charge for aborted service visits to site, which are instigated by the client. These aborted costs cover the rescheduling and often repositioning of personnel and un-recoverable administration costs.

