

TERMS AND CONDITIONS

ELITE FIRE LIMITED

1. Definitions

1.1 In these Conditions –

'Client' means the person named on the Service Agreement for whom Elite Fire has agreed to provide the Specified Service in accordance with these Conditions and the Service Agreement.

'Contract' means the contract for the provision of the Specified Service.

'Goods' means the goods (including any instalment of the goods or any parts for them) which Elite Fire is to supply in accordance with these Conditions.

'Document' includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data

'Input Material' means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service

'Output Material' means any Documents or other materials, and any data or other information provided by Elite Fire relating to the Specified Service

'Service Agreement' means the sheet to which these Conditions are appended

'Specified Service' means the service to be provided by Elite Fire for the Client and referred to in the Service Agreement

'Elite Fire' means Elite Fire Limited whose registered office is Unit 17, Northbrook Business Park, Worthing, West Sussex, BN14 8PQ (Company Number 4034613).

'Elite Fire's Standard Charges' means the charges shown in Elite Fire's brochure or other published literature relating to the Specified Service from time to time

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Supply Specified Services

2.1 Elite Fire shall provide the Specified Service to the Client subject to these Conditions. Any changes or additions to the Specified Service or these Conditions must be agreed in writing by Elite Fire and the Client.

2.2 The Client shall at its own expense supply Elite Fire with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable Elite Fire to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.

2.3 The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. Elite Fire shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.

2.4 The Specified Service shall be provided in accordance with the Service Agreement and otherwise in accordance with Elite Fire's current brochure or other published literature relating to the Specified Service from time to time, subject to these Conditions.

2.5 Further details about the Specified Service, and advice or recommendations about its provision or utilisation, which are not given in Elite Fire's brochure or other promotional literature, may be made available on written request.

2.6 Elite Fire may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service without any liability to the Client.

2.7 Elite Fire may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

3. Charges

3.1 Subject to any special terms agreed, the Client shall pay Elite Fire's Standard Charges and any additional sums which are agreed between Elite Fire and the Client for the provision of the Specified Service or which, in Elite Fire's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.

3.2 The Customer will pay 50% of any installation charge as a deposit to the Company before installation commences.

3.3 Elite Fire shall be entitled to vary Elite Fire's Standard Charges from time to time by giving not less than 30 days written notice to the Client.

3.4 Elite Fire shall be entitled to invoice the Client following the end of each month in which the Specified Service is provided, or at other times agreed with the Client.

3.5 Elite Fire's Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of the Elite Fire's invoice.

3.6 In connection with the Fire Risk Assessment Service or Fire Door Inspection Scheme (if specified in the Service Agreement) Elite Fire shall require full payment to be made prior to the delivery of the Fire Risk Assessment Report or Fire Door Inspection Reports.

3.7 In connection with Fire Safety Training (if specified in the Service Agreement) Elite Fire shall require full payment to be made prior to the Fire Safety Training taking place.

3.8 In connection with remote Monitoring of systems, the Customer will pay the annual Monitoring charge on receipt of the invoice once the connection has been made with the Alarm Receiving Centre. The Monitoring service will be carried out in line with the Monitoring Service Agreement.

3.9 The Client shall pay all charges levied at any time against the system or the Company by authorities such as the Police, Fire and Rescue services or similar organisation irrespective of the reason or cause for such charge being levied.

3.10 If payment is not made on the due date, Elite Fire shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of The Royal Bank of Scotland plc from the due date until the outstanding amount is paid in full.

3.11 The Client shall reimburse Elite Fire for all out of pocket expenses incurred by it in connection with the Specified Service

4. Rights in Input Material and Output Material

4.1 The property and any copyright or other intellectual property rights in: -

4.1.1 any Input Material shall belong to the Client.

4.1.2 any Output Material shall, unless otherwise agreed in writing between the Client and Elite Fire, belong to Elite Fire, subject only to the right of the Client to use the Output Material for the purposes of utilising the Specified Service.

4.2 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Elite Fire, and all Output Material or other information provided by Elite Fire which is so designated by Elite Fire shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

4.3 The Client warrants that any Input Material and its use by Elite Fire for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify Elite Fire against any loss, damages, costs, expenses or other claims arising from any such infringement.

4.4 Subject to paragraph 4.3, Elite Fire warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Service will not infringe the copyright or other rights of any third party, and Elite Fire shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

5. Goods

5.1 The Goods are described in Elite Fire's advertising material and the Outright Purchase form attached to these Conditions.

5.2 The Client shall indemnify Elite Fire against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Elite Fire in connection with any claim made against Elite Fire for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Elite Fire's use of the Goods.

5.3 Elite Fire reserves the right to amend the specification of the Goods and Services if required by any applicable statutory or regulatory requirements.

6. Delivery of Goods

6.1 Elite Fire shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the order, all relevant Client and Elite Fire reference number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

6.2 Elite Fire shall deliver the Goods to the Location set out in the Service Agreement or such other location as the parties may agree at any time after Elite Fire notifies the Client that the Goods are ready.

6.3 Delivery of the Goods shall be completed on the Goods' arrival at the delivery location.

6.4 Any dates quoted for the delivery of the Goods and Services are approximate only. We will try our best to supply and install Goods and Specified Services within a reasonable time but we accept no responsibility for delays in the supply or installation and Elite Fire shall in any event not be responsible for any loss whatsoever arising from or consequential upon delay in installation. Elite Fire shall not be liable for any delay in the delivery of the Goods or Services that is caused by a force majeure event or the Client's failure to provide Elite Fire with adequate delivery instructions or any other instructions that are relevant to the supply of Goods.

6.5 Elite Fire may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.

6.6 If a hazardous environment or materials are identified on site, the Company reserves the right to cease work until such time as the materials are removed and the site is made safe.

6.7 Where applicable your existing system may be non-operational whilst the work is being carried out.

6.8 Elite Fire shall not be liable to the Client by means of its failure to perform any of its obligations under this agreement by any particular time or at all if such failure is due to or results from breakdown of plant apparatus, fire, explosion, accident, strike, lockout or other industrial action or any other event or cause beyond its control.

6.9 Our goods are manufactured to high standards, however all goods and electronic equipment can develop faults. Where necessary Elite Fire reserve the right to supply and install alternative equipment to that detailed on the quotation or service agreement.

7. Pre-Installation Obligations:

7.1 The following duties must be carried out by the client before installation of goods and equipment: The Client must:-

7.2 Obtain and pay for all necessary consents and licenses for the installation of goods and equipment (incl Landlord consent)

7.3 Give Elite Fire's employees free and safe access to the premises on the date and time agreed and arrange for easy access to all working areas and surfaces for the engineers and Assessors to carry out the necessary Fire Risk Assessments, Fire Door Inspections and work to install the goods and equipment.

7.4 Supply adjacent to any electrical control unit a non switched fuse 240v spur outlet, unless Elite Fire has been requested to fit this by the Client and this has been agreed in the quotation.

7.5 To supply a suitable dedicated PSTN or IP telephone line and terminal block no more than 1m from the electrical control unit, for monitoring connections.

7.6 Advise Elite Fire of the existence of concealed water, gas, electricity, telephone or other services and point out to the engineer their location before work or installation commences. Elite Fire' engineers will use reasonable skill and care in identifying any concealed services not so pointed out. Elite Fire will only be liable for damage to those services or for resulting damage

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- to the extent that it does not take such reasonable care.
- 7.7. Elite Fire must be informed in writing within seven days of acceptance or order of any changes, alterations, reductions or cancellations. Elite Fire reserve the right to retain any deposits or charge in full for any Goods supplied or ordered specifically for the Client and reserves the right to levy a standard call out charge when cancellation is upon the engineer's attendance.
- 7.8. Where specified, all existing equipment and cabling will be used on the proviso that it is found to be compatible and working correctly at the time of the remedial work or new installation. Any defects found will be repaired on a time and material basis at an additional charge to the Client.
- 8. Title and Risk**
- 8.1. The risk in the Goods shall pass to the Client on completion of the delivery.
- 8.2. Title to the Goods shall not pass to the Client until Elite Fire has received payment in full (in cash or cleared funds) for the Goods.
- 9. Warranties and Liability**
- 9.1. All Goods supplied and installed by Elite Fire are covered by warranty for 12 months from the date of installation with the exception of batteries, CCTV monitor tubes, infrared and other lamps and DVR hard drives. Fire Extinguishers however are covered by warranty for anti -corrosion for 5 years only.
- 9.2. Elite Fire warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Service Agreement and at the intervals and within the times referred to in the Service Agreement. Where Elite Fire supplies in connection with the provision of the Specified Service any Goods (including Output Material) supplied by a third party, Elite Fire does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Elite Fire.
- 9.3. The installed goods are intended, as set out in the quotation and Specified Service, only to reduce the risk of loss or damage to the property and injury to persons on the premises to the extent that is reasonably practicable by use of such equipment. Elite Fire gives no undertaking to the Customer that the Goods may not be compromised or circumvented or that the Goods will prevent any loss by Fire, burglary, theft, fraud, or otherwise. Elite Fire does not guarantee that particular loss, damage or injury can and will be prevented by use of the Goods and Services.
- 9.4. Elite Fire shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 9.5. Elite Fire shall not be liable for any loss or damage suffered by the Client however caused, whether as a result from any negligence, breach of contract, misinterpretation or otherwise resulting from any unauthorised entry or fire, burglary, theft, robbery, damage, disturbance or any other cause in excess of £50,000 inclusive of all costs and expenses.
- 9.6. Except in respect of death or personal injury caused by the Elite Fire's negligence, or as expressly provided in these Conditions, Elite Fire shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Elite Fire, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or Goods or their use by the Client, and the entire liability of Elite Fire under or in connection with the Contract shall not exceed the amount of Elite Fire's charges for the provision of the Specified Service, except as expressly provided in these Conditions.
- 9.7. Elite Fire shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in

- performing, or any failure to perform, any of Elite Fire's obligations in relation to the Specified Service or Goods installed, if the delay or failure was due to any cause beyond Elite Fire's reasonable control.
- 9.8. The Client shall be liable for the cost of any key holding charges regardless of the nature of the call including any equipment failure.
- 9.9. Elite Fire will have no liability for any loss suffered by the Client as a result of failure of an alarm transmission not being received at the Alarm Receiving Centre, if this is due to the fault of BT or other communications provider, a failure in the electricity supply to the equipment or the Alarm Receiving Centre or as a result of the Alarm receiving Centre premises being evacuated, due to causes such as fire, bomb alerts or gas leaks.
- 9.10. Elite Fire accepts no responsibility for the failure of the system to communicate on any telephone lines where other equipment shares the same line including media services.
- 9.11. Elite Fire accepts no responsibility for damage to equipment connected onto a telephone line that is used for the system, this includes any loss of business resulting from downtimes of computers where the modem/router and the system equipment share the same line.
- 9.12. Elite Fire accepts liability, up to a maximum of £10,000 for the loss suffered by the Client if an alarm transmission is not received at the Alarm Receiving Centre, as a result of a failure in the communicating equipment which is due to fault of Elite Fire.
- 9.13. Elite Fire or its insurers shall not be liable or investigate any claim for loss unless the Client has given written notice as soon as is reasonably practicable (14 days) after its occurrence or it coming to the Client's attention and the Client shall give Elite Fire and/or its insurers every facility to investigate such occurrence.
- 10. Electrical Works**
- 10.1. Elite Fire may at its discretion offer to dispose of the Client's electrical waste in accordance with The Waste Electrical and Electronic Equipment Regulations 2006 and in such an instance Elite Fire reserves the right to make a charge to the Client for this service.
- 11. Additional Causes for CCTV**
- The Client shall provide a permanently live 230v AC50Hz mains supply via non switched fused spur points to be located adjacent to all relevant cameras, monitors, DVRs, video switchers etc in positions requested. It is the Client's responsibility to register (commercial clients only) the CCTV system with the Data Protection Registrar (telephone 01625 545740), www.dataprotection.gov.uk The Data Protection Act requires the Client to be registered and comply with GDPR and the Data Protection principles:
1. Personal data must be processed fairly and lawfully
 2. Data can only be obtained for one or more lawful purposes and must not be further processed for incompatible purposes.
 3. Data shall be adequate, relevant and not excessive.
 4. Data shall be accurate and where necessary kept up to date.
 5. Data shall not be kept for longer than is necessary.
 6. Data shall be processed in accordance with the rights of individuals under the Act.
 7. Appropriate measures shall be taken to prevent unauthorised or unlawful processing of data against accidental loss or destruction of, or damage to data.
 8. Personal data shall not be transferred to a country outside the European Economic Area unless that country ensures an adequate level of protection for rights and freedom of individuals in relation to the processing of data.
- 12. Force Majeure**
- 12.1. Elite Fire shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of its obligations under the Contract if the delay or failure was due to any circumstances or cause beyond Elite Fire's reasonable control.
- 12.2. Without prejudice to the generality of the foregoing, circumstances beyond Elite Fire's reasonable control shall include act of God, server crashes, virus attacks on equipment, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental,

parliamentary or local authority, damage, bad weather, software, power or equipment failure, strikes, lockouts or other industrial actions or trade disputes.

13. Termination

- 13.1. The Client shall be entitled to terminate the Contract at any time by giving not less than 11 months written notice to Elite Fire.
- 13.2. Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

14. General

- 14.1. Elite Fire is entitled to transfer or assign all or any part of its rights in this agreement and to perform any of its obligations through nominated subcontractors although Elite Fire will still be responsible to the Client for its obligations. Any variation or modification of any of the terms and conditions of this Agreement must be evidenced in writing and signed by a duly authorised representative of Elite Fire.
- 14.2. These Conditions (together with the terms, if any, set out in the Service Agreement) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 14.3. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 14.4. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.5. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected. If we do not insist on the strict conditions of this Agreement, we may still enforce all of the conditions against you on other occasions. If you break a condition and we do not take action against you, it does not mean that we will not take any action against you if you break it again or continue with the same breach without putting it right, or if you break any other conditions.
- 14.6. Any dispute arising under or in connection with these Conditions or the provision of the Specified Service 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 Royal Institute of Chartered Surveyors in accordance with the rules of the Arbitration Act 1996.
- 14.7. English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.