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Web: www.paxfirecontrol.com
Company Number: 09003744

Terms and Conditions of Maintenance of Equipment

1. Interpretation

1.1. The definition and rule of interpretation in this clause in these Terms

BAFE	British Approvals for Fire Equipment.
Basic Service	The inspection, repair and maintenance Service to be provided pursuant to clause 5.
British Standards	The standards set by the British Standards Institute
PAX Fire Control Ltd also known as PFC	Of address above and where the context so permits, its employees, representatives, agents and sub-contractors
Commencement Date	The date of acceptance by PFC of the Customer's verbal/written order.
Agreement	Any verbal or written Agreement between PFC and the Customer for the inspection, repair and maintenance of fire extinguishers.
Customer	The person, firm or company who purchases the Services from PFC.
Emergency Callout Service	Any unscheduled attendance by PFC at the Premises at the request of the Customer.
Normal Working Hours	Between the hours of 8.30-5pm, Monday to Friday excluding Bank or Public holidays.
Parties	PFC and the Customer.
Premises	The place at which the Customers equipment is installed.
Purchase Order	The written or verbal order from the Customer offering to purchase the Services from PFC.
Service	The Basic Service and the Emergency Call Out Service.
Service Charge	A financial charge for the Service or any other Services provided at the Premises or goods supplied to the Customer.
Fixed Price	The Service Charge agreed and held for a period of three years prior to review. To include: all parts, refills, tests and replacements required at time of annual Service.

Terms

1.2. A reference to a Law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.



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- 1.3. Words in the singular include the plural and in the plural include the singular.
- 1.4. A reference to one gender includes a reference to the other gender.
- 1.5. Clause headings are for convenience only and do not affect the interpretation of these Terms.
- 1.6. A reference to a Clause is to a Clause of these Terms

2. Application of Terms

2.1. Subject to any variation under Clause 2.2, the Agreement shall be on these Terms to the exclusion of all other Terms (including any Terms which the Customer purports to apply under any Purchase Order, Confirmation of Order, Specification or other document).

2.2. Any variation to these Terms shall have no effect unless expressly agreed in writing and signed by a Director of PFC.

2.3. Any quotation shall be valid for a period of 30 days only from its date provided that PFC has not previously withdrawn it in writing. All quotations are based on PFC's current costs information at that date.

2.4. Any quotation given by PFC for the supply for Services is given on the basis that no Agreement shall come into existence until PFC has received a verbal or written request from the Customer (which shall be deemed to be an offer by the Customer to purchase the Services subject to these Terms) and PFC has accepted the request by way of write acknowledgement to the Customer or (if earlier) the provision of Services has commenced.

3. Duration

3.1. The Agreement shall come into force on the commencement date.

3.2. Subject to Clause 4, the Agreement shall continue in force for the initial period and thereafter until terminated by either Party giving to the other at any time not less than one month's prior notice of termination.

4. Termination

4.1. Either Party may terminate the Agreement by written notice to the other Party if:

4.1.1. The other Party commits any continuing and, material breach of the Agreement and in the case of such a breach which is capable of remedy, fails to remedy the same within 30 days of receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

4.1.2. Any incumbent takes possession or a receiver is appointed over any of the property or assets of the Party.

4.1.3. The other Party makes any voluntary arrangement with its creditor or becomes subject to an administrative order

4.1.4. The other Party goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to abide the obligations imposed on the other under these Terms).



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4.1.5. The other Party being an individual is made bankrupt or

4.1.6. The other Party ceases or threatens to cease to carry on business

4.2. For the purposes of Clause 4.1.1., a breach will be considered capable of remedy if the Party in breach can comply with Term in all respects other than as to the time of performance (provided that time shall not be of the essence).

4.3. PFC may terminate the Agreement if:

4.3.1. Any sum payable under the Agreement is not paid on the due date.

4.3.2. The Customer permits any person to repair, replace or otherwise interfere with the equipment.

4.3.3. The Customer fails to follow any recommendations PFC makes for repairing faulty equipment.

4.4. The right to terminate the Agreement under this Clause 4 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

4.5. On the Termination of the Agreement for any reason, subject as otherwise provided in these Terms and to any other rights or obligations which have occurred prior to Termination, neither Party shall have any further obligation to the other under the Agreement.

5. Basic Service

5.1. For the duration of the Agreement (provided the Customer has paid the Service Charge) PFC will provide the Customer with the Basic Service in relation to the equipment. The Basic Service shall be undertaken with British Standards and BAFE codes of practice where applicable.

5.2. PFC will inspect the equipment at least once in each year in the term of the Agreement.

5.3. The Service shall be carried out by one of PFC's suitably qualified and duly authorised representatives attending at the Premises during normal working hours.

5.4. PFC reserves the right to remove any extinguisher and replace it with another complying with British Standards, in which case the replacement provided shall, for the purposes of the Agreement take the place of the extinguisher removed.

5.5. In the event of any extinguisher not being in good working order the Customer must immediately give notice to PFC who will use reasonable endeavours to repair/replace the unit in accordance with the time scale specified or as soon as reasonably practicable.

5.6. If the Customer reports a defect or malfunction of any extinguisher outside normal working hours, the report to be deemed to be made at the beginning of the next working day.

5.7. PFC reserves the right to charge the Customer for any visits made at any time other than the Service visit. Any such charge will be based on PFC's current costs information at that date.



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5.8. The Customer shall allow PFC full and unrestricted access to their Premises and devices during normal working hours for the duration of the Agreement for the purposes of providing the Services.

5.9. If for any reason the Customer is unable to provide access pursuant to Clause 5.8. PFC reserves the right to charge the Customer an additional fee for the inspection and Service of the equipment outside of normal working hours and any such additional fee shall be based upon PFC's current costs information at that date.

6. Spare Parts and Replacements

6.1. PFC shall use reasonable endeavours to supply spare parts and replacement components required to maintain the equipment in good working order. Where necessary and applicable a charge for spare parts and/or replacement components shall be based on PFC's current costs information at that date.

6.2. All spare parts and replacement extinguishers supplied by PFC shall become part of the Customer Asset Register.

7. Emergency Call Out Service

7.1. For the duration for the Agreement (provided that the Customer has paid the Service Charge) PFC will provide the Customer with an Emergency Call Out Service.

7.2. Unrestricted access for the Emergency Call Out Service is required on arrival of PFC at the Premises. The Customer agrees to pay PFC's costs and expenses should unrestricted access to the Premises not be available.

8. The Equipment

8.1. The Customer shall not remove any extinguishers from the Premises and shall not allow any person other than PFC's representative to Inspect, Service, Repair and Replace or Remove the Equipment.

9. Price

9.1. The Service Charge for the extinguishers shall be the price set out in PFC's quotation or acknowledgement (whichever is the latter) and shall be exclusive of any Value Added Tax.

9.2. The Service Charge is based upon PFC's current costs information at the date of the Agreement. PFC reserves the right to increase the Service Charge on the three year anniversary of the Agreement by such sum as is reasonable in all the circumstances.

10. Payment

10.1. If any sum due under the Agreement is not paid by the Customer within 30 days of becoming due:

10.1.1. PFC is entitled to charge interest on the amount outstanding in accordance with provisions of The Late Payment Commercial Debts (Interest) Act 1998 and;

10.1.2. PFC may suspend the provision of the Services

10.2. Payment can be made by cheque (but not post-dated), BACS or cash.

10.3. Time for payment of the Service Charge shall be of the essence of the Agreement. No Payment due to PFC under the Agreement shall be deemed to have been paid until PFC has received clear funds.



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10.4. In circumstances where the provision of the Service is suspended for any reason, the Service Charge will remain payable.

11. Quality

11.1 PFC warrants to the Customer that the Service will be provided using reasonable care and skill and as far as is reasonably possible in accordance with Clause 5 and 7, and any parts supplied will be of satisfactory quality.

11.2. Where PFC supply's any goods supplied by a third Party, PFC does not give any warranty, guarantee, or other term as to their quality, fitness to purpose or otherwise, but shall where possible assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to PFC.

12. Limitation of Liability

12.1. Subject to Clause 11, the following provisions set out the entire financial liability of PFC (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

12.1.1. Any breach of these Terms;

12.1.2. Any use made by the Customer of the extinguishers and;

12.1.3. Any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.

12.2. All warranties, conditions and other Terms implied by statute or common Law, are, to the fullest extent permitted by Law, excluded from the Agreement.

12.3. Nothing in these Terms excludes or limits the liability of PFC:

12.3.1. For the death or personal injury caused by PFC's negligence; or

12.3.2. For any matter which it would be illegal for PFC to exclude or attempt to exclude its liability; or

12.3.3. For fraud or fraudulent misrepresentation.

12.4. Subject to Clause 12.2. and 12.3:

12.4.1. PFC total liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the Service Charge; and

12.4.2. PFC shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Agreement.

13. Force Majeure

If PFC is prevented from or delayed in the carrying out of its obligations under the Agreement due to circumstances beyond the reasonable control of PFC including, without limitation, Acts of God, Governmental Actions, War or



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National Emergency, Acts of Terrorism, Protests, Riot, Civil Commotion, Fire, Explosion, Flood, Epidemic, Lock-outs, Strikes or other labour disputes (whether or not relating to either Party's workforce), default on the part of any sub-contractor, restraints or delays affecting carriers or the inability or delay in obtaining supplies of adequate or suitable materials, then PFC's obligations under the Agreement shall be suspended for as long as the circumstances continue and PFC shall not be responsible for any loss to the Customer.

14. General

14.1. Each right or remedy of PFC under the Agreement is without prejudice to any other right or remedy of PFC whether under the Agreement or not.

14.2. If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement shall continue in full force and effect.

14.3. A waiver by either Party of a breach of these Terms shall not be considered as a waiver of any subsequent breach.

14.4. Any notice to be given from one Party to another may be delivered by hand or sent by first class post to the principal place of business of the other Party and any such notice shall take effect at the time of delivery in the case of a delivery by hand or the opening of business on the first business day after despatch in the case of a notice sent by first class post.

14.5. A person who is not a Party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to benefit from or enforce any provision of it.