



Avansys LLP t/a Fixfire Terms and Conditions of Sale

Applicable to:

All offers, quotations, order confirmations, contracts, sales orders, invoices or credit notes issued by Avansys LLP trading as Fixfire®, and all customers, clients and third parties who accept or act upon them.

Version	1.0	Effective date	Immediate
Policy Owner	Board of Directors	Review	Annually, or on material change to applicable law



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Introduction and Guide to this Document

This document contains the complete Terms and Conditions of Avansys LLP (trading as Fixfire®). It is the single authoritative reference for all terms governing Fixfire's goods and services, and is published at www.fixfire.co.uk/terms-conditions. All quotations, order confirmations and invoices issued by Fixfire refer to this document.

The document is organised into the General Terms and Conditions of Sale, which apply to every transaction, followed by six Parts, each covering a distinct service or product area. Customers should always read the General Terms and Conditions of Sale, together with the Part or Parts that apply to their engagement with Fixfire.

General Terms and Conditions of Sale

The General Terms and Conditions of Sale apply to every transaction between Fixfire and the Client, in addition to whichever other Part or Parts of this document are relevant to the specific goods or services supplied. They cover price, payment and interest, defects and liability, warranties, termination, general legal provisions, consumer cancellation rights, pre-commencement cancellation, substitution of equipment, interim invoicing, anti-bribery, modern slavery, WEEE obligations, and dispute resolution.

Part A — Systems, Installation and Technical Specification Notes

Part A sets out the technical specification notes that apply to the design, installation and commissioning of fire alarm systems, security systems, access control, CCTV, nurse call, disabled refuge and related life-safety equipment. These notes apply in addition to the General Terms and Conditions of Sale, which govern every transaction and appear earlier in this document.

Part B — Maintenance Terms and Conditions

Part B applies where Fixfire provides ongoing maintenance services under a Service and Maintenance Agreement. It covers the basis of the maintenance contract, system takeovers, service level agreements, Fixfire's and the customer's obligations, exclusions from the service, callout arrangements, non-routine works, payment, price review, insurance, liability, data protection, and termination.

Part C — HireAlarm™ Terms and Conditions of Hire

Part C governs the hire of Fixfire's HireAlarm™ wireless fire alarm systems for temporary use on construction sites and similar locations. Key provisions include a minimum hire period of 24 weeks, customer responsibility for self-installation and testing, and equipment title remaining with Fixfire at all times. Customers should note that the HireAlarm™ system does not replace obligations under the Regulatory Reform (Fire Safety) Order 2005.

Part D — Monitoring Terms and Conditions

Part D applies where Fixfire provides alarm monitoring services through a Third-party Alarm Receiving Centre (ARC). Fixfire acts as the contracting party for all purposes. Part D includes back-to-back provisions reflecting Fixfire's obligations to the ARC operator, including a liability limit of £25,000 per event, insurance requirements, keyholder obligations, false alarm management, and performance standards.

Part E — Alertlog™ Terms and Conditions

Part E governs the purchase and use of Alertlog™ products and services. Alertlog™ is Fixfire's cloud-based remote monitoring and data platform, delivered via wireless gateway devices. Part E covers service provision, device supply, service availability, support and maintenance, data protection, intellectual property, training, pricing, confidentiality, warranties, liability limitations, duration and termination.

Part F — Fire Risk Assessment Terms and Conditions

Part F applies where Fixfire provides Fire Risk Assessment (FRA) services under the Regulatory Reform (Fire Safety) Order 2005. It sets out the scope and nature of the assessment, Responsible Person obligations, client obligations, the status of the FRA report, validity and review, payment and cancellation, and liability. Customers should note that Fixfire does not become the Responsible Person by carrying out an FRA.

Statutory Compliance — Responsible Person and Accountable Person Obligations

Nothing supplied by Fixfire under any Part of this document — whether goods, systems, monitoring, hire equipment, or fire risk assessment services — discharges, reduces or substitutes for the Client's own statutory duties. The Client (or such other person as

is identified as Responsible Person in the relevant Order) remains solely responsible for compliance with the Regulatory Reform (Fire Safety) Order 2005, as amended by section 156 of the Building Safety Act 2022. Fixfire does not become the Responsible Person by reason of supplying goods or services under this document, including by carrying out a Fire Risk Assessment under Part F.

Where the Client's premises is a higher-risk building for the purposes of the Building Safety Act 2022 (broadly, a residential building of at least 18 metres or seven storeys containing two or more residential units), the Client may have additional duties as an Accountable Person or Principal Accountable Person, including registration with the Building Safety Regulator and the maintenance of golden thread records. These duties fall entirely outside the scope of anything supplied by Fixfire under this document.

General Terms and Conditions of Sale

These General Terms and Conditions of Sale apply to every transaction between Fixfire and the Client, in addition to whichever other Part or Parts of this document are relevant to the specific goods or services supplied. By accepting a Quotation, the Client agrees to these terms.

Avansys LLP trading as Fixfire®, Mayflower House, Bodmin Road, Coventry, CV2 5DB. Fixfire® is a trademark of Avansys LLP.

1 Price, Payment and Interest

1.1 Unless otherwise agreed in writing, the total price for the Goods and Services is as stated in the Quotation and is exclusive of VAT.

1.2 Unless otherwise stated in the Quotation, payment is due 30 days from the date of invoice. Time for payment is of the essence.

1.3 If payment is not made by the due date, Fixfire shall be entitled to charge interest at 8% per annum above the Bank of England base rate, accruing daily from the due date until payment in full, and to recover all reasonable costs of debt recovery including legal costs.

1.4 All prices are exclusive of VAT, which will be charged at the applicable rate.

2 Defects in Goods

2.1 If any Goods are found to have a defect within the Defects Liability Period and the defect is notified to Fixfire in writing within that period, Fixfire will repair or replace the defective Goods provided the defect is not attributable to misuse, negligence or damage by the Client.

2.2 Repaired or replacement Goods will be delivered to the Client to the original place of delivery, subject to the terms of this Agreement.

2.3 As an alternative, Fixfire may at its absolute discretion return to the Client the sums paid for the Goods.

3 Liability for Goods

3.1 Fixfire shall not accept any liability concerning any representation made prior to the Agreement in relation to the Conditions.

3.2 All terms, conditions or warranties implied by statutory or common law relating to the correspondence of goods with description, their quality, or fitness for purpose are excluded to the fullest extent permitted by law.

4 Warranties, Liability and Indemnities for Services

4.1 Fixfire warrants that it will use reasonable care in performing the Services.

4.2 If any part of the Services is performed negligently or in breach, then at the Client's request (within six months of the Completion Date), Fixfire will re-perform the relevant part, subject to the liability limits below.

4.3 Fixfire expressly does not warrant that any result or objective shall be achieved or attained at all or by a given date.

5 Liability Generally

5.1 Except in the case of death or personal injury caused by Fixfire's negligence, Fixfire's liability under or in connection with this Agreement shall be limited in respect of any claim to the greater of: (a) the sum for which Fixfire carries insurance cover; or (b) the sum of £50,000.

5.2 Fixfire will not be responsible for: loss arising from systems installed prior to the date of this Agreement before the first inspection; loss due to acts or neglect of others; delays due to circumstances outside Fixfire's reasonable control; or loss from equipment or cabling not supplied by Fixfire.

5.3 Neither party shall be liable for indirect or consequential loss including loss of profit, revenue, business or anticipated savings.

5.4 The Client shall indemnify Fixfire against all claims and losses arising from information supplied by the Client.

5.5 Nothing in this Agreement limits or excludes Fixfire's liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation.

6 Termination

6.1 Fixfire may terminate this Agreement if: (a) the Client does not pay within 14 days' notice after the due date; or (b) the Client fails to carry out Client Action within the specified period.

6.2 Either party may terminate on written notice if the other is in material breach not remedied within 14 days, or becomes insolvent or enters administration, receivership or liquidation.

6.3 On termination, the Client shall pay for all work carried out up to the date of termination and all amounts arising from commitments entered into by Fixfire before termination.

7 General

7.1 Force majeure. Neither party shall have any liability for delays or failures in performance resulting from circumstances beyond the reasonable control of that party. The affected party shall promptly notify the other. If such circumstances continue for more than six months, either party may terminate by written notice.

7.2 Entire agreement. This Agreement, comprising the General Terms and Conditions of Sale together with whichever Part or Parts of this combined document apply to the specific goods or services ordered, constitutes the entire agreement between the parties relating to the subject matter of the relevant Order and supersedes all prior written or oral agreements, representations or understandings in respect of it. Each Part's own provisions on limitation of liability, termination and any other subject-specific matters apply only to the engagement governed by that Part and not to any other Part.

7.3 Waiver. No failure or delay by Fixfire in exercising any right shall impair the same or operate as a waiver.

7.4 Severance. If any provision is prohibited or judged unlawful, void or unenforceable, it shall be severed without modifying the remaining provisions.

7.5 Interpretation. Words importing any gender include every gender; singular includes plural; references to persons include firms, companies and corporations; "including" means "including without limitation".

7.6 Notices. Any notice shall be in writing sent by first class mail, facsimile or email (confirmed by first class mail). Inland first class mail notices are deemed received three working days after posting.

7.7 Law and jurisdiction. This Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

7.8 Third parties. This Agreement is not intended to give any person who is not a party any right to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

8 Cancellation Rights — Consumer Contracts

8.1 This clause applies where the Client is dealing as a consumer and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply.

8.2 The Client has the right to cancel the contract within 14 calendar days of receiving the goods or, in the case of services, within 14 calendar days of the date the contract is concluded. To exercise this right, the Client must give clear written notice to Fixfire before the cancellation period expires. If the Client exercises its right of cancellation after goods have been delivered, the Client will be responsible for returning them at its own cost. Fixfire will refund all sums paid within 14 calendar days of receiving the returned goods or, if earlier, evidence that the goods have been sent back.

9 Pre-Commencement Cancellation

9.1 The Client may (with Fixfire's prior written consent) cancel an accepted Order before commencement. In the event of such cancellation, Fixfire shall be entitled to levy a cancellation charge calculated as: 25% of the total Installation Charge; and/or 50% of the Annual Maintenance Charge and/or Annual Monitoring Charge applicable to the Order; together with all restocking, procurement and other costs reasonably incurred by Fixfire.

9.2 Fixfire shall not be obliged to accept any cancellation and may proceed to perform the Agreement notwithstanding a purported cancellation.

10 Right to Substitute Equipment

Fixfire reserves the right to substitute equipment specified in a Quotation or Order for any reason, provided that any substituted equipment affords materially the same degree of functionality as the original items specified, having regard to the system as a whole. Fixfire will notify the Client of any material substitution.

11 Interim Invoicing

Where installation or Services take longer than one month, Fixfire reserves the right to submit interim invoices based on the amount of work completed and/or the amount of equipment delivered to the Client's Site. Each such invoice shall be payable by the Client within 30 days of the date of the invoice.

12 Anti-Bribery

12.1 Each party shall comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010.

12.2 Neither party shall directly or indirectly offer, promise, give or accept any bribe, illegal gift or other improper payment in connection with this Agreement.

12.3 Each party shall maintain adequate procedures to prevent bribery. This clause shall survive termination.

13 Modern Slavery

Fixfire is committed to acting ethically and with integrity in all its business relationships and to ensuring that modern slavery and human trafficking are not taking place anywhere in its business or supply chains, in accordance with the Modern Slavery Act 2015. The Client confirms that it has similar policies and procedures in place.

14 Waste Electrical and Electronic Equipment (WEEE)

14.1 The Client shall be responsible for financing the collection, treatment, recovery and environmentally sound disposal of all waste electrical and electronic equipment ("WEEE") arising from or deriving from the Goods or Services, in accordance with the Waste Electrical and Electronic Equipment Regulations 2013 (as amended).

14.2 The Client shall comply with all additional obligations placed upon it by the WEEE Regulations by virtue of accepting the responsibility in clause 14.1.

15 Dispute Resolution

15.1 The parties shall attempt to resolve any dispute arising out of or in connection with this Agreement amicably by direct negotiation. Either party may escalate a dispute by giving written notice to the other. The parties shall use reasonable endeavours to resolve the dispute within 28 days of such notice.

15.2 If the dispute is not resolved within 28 days (or such longer period as the parties may agree), either party may refer the dispute to mediation in accordance with the CEDR (Centre for Effective Dispute Resolution) Model Mediation Procedure then in force. The costs of mediation shall be shared equally between the parties.

15.3 Nothing in this clause shall prevent either party from seeking urgent interim relief from a court, and any dispute not resolved by mediation shall be finally settled by the courts of England and Wales in accordance with clause 7.7.

Part A — Systems, Installation and Technical Specification Notes

These technical specification notes set out the standard assumptions, design parameters and installation requirements which apply to the supply, design, installation and commissioning of fire alarm and life-safety systems by Fixfire. They apply in addition to the General Terms and Conditions of Sale set out earlier in this document.

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1 System Design

1.1 Design Responsibility

Fixfire is not responsible for design or associated design certification. Where Fixfire is responsible for commissioning, design certificates from the design authority will be required in advance of commissioning.

1.2 Cause and Effect

The proposed sequence of evacuation will be single stage and any event will therefore cause all sounders and outputs to operate continuously.

1.3 Battery Stand-by

The premises will be supervised at all times. Battery standby period will therefore be twenty-four hours in the event of mains failure and half an hour in alarm condition.

Note: If the premises are not supervised at all times, the standby requirements will have to be re-calculated or a communicator fitted to signal to a remote Alarm Receiving Centre — both of these items being subject to a separate quotation.

1.4 Voids and Downstands

The areas being protected do not include any voids exceeding 800mm in depth. Where there are voids, they are open, non-compartmented and there are no solid downward projections with a depth exceeding 10% of the height of the void. Voids, void compartmentation and downward projections can impact on the requirements for automatic fire detection and a further quotation for specific works will be issued if any of these assumptions are not correct.

1.5 Alarm Sounders

There is no background noise or process alarms occurring as a matter of course which could conflict with or affect the audibility of the Fire Alarm System. Once the system is operating in its normal environmental conditions, audibility tests can be carried out and additional sounders supplied if required at extra cost.

1.6 Operating Environment

The environment in which the equipment proposed will be operating is clean, non-corrosive, dry (0–95% humidity), within the temperature of 0–50°C (non-icing) and free from wind gusts exceeding 2m/s.

1.7 Existing System Upgrade and Extension

We have attempted to the best of our ability to identify all existing devices. In the event that any additional equipment is located, any further work necessary will be subject to a separate quotation. We have assumed the following:

- Existing equipment is fit for purpose and serviceable.
- The system meets the applicable standards.
- Additional system components and access to any necessary programming software are legitimately and commercially available to us.
- Wiring already installed is compliant with current regulatory and British Standard requirements.
- Access can be gained to all relevant parts of the system and specialist powered access equipment is not required.

2 Basis

2.1 Site Commissioning Allowance

The quoted commissioning allowance is for guidance purposes and estimated to be the maximum period required for a Fixfire engineer to commission and test the quoted schedule(s) of equipment.

2.2 Minimum Installation Requirements

The responsible installer will ensure that the following minimum requirements are complied with — a minimum of 3 days prior to engineer attendance:

- Drawings showing all device types, respective address numbering, cable routes between devices and cable types and sizes.
- Installation certificates certifying that the installation work complies with relevant regulations/British Standards.
- Wiring test results in accordance with the recommendations of Clause 38 of BS 5839-1:2017.
- Test certificates for all mains supplies.
- Mains supplies will be permanently energised.
- All equipment will be correctly wired, connected and pre-addressed.
- All parties involved with the installation will be on site and available during commissioning.
- Commissioning visit(s) will be arranged with our Service/Projects department with appropriate notice.

Any time spent investigating/correcting wiring faults or incorrectly terminated/addressed devices will be chargeable at extra cost. In the event that, on arrival of our engineer(s), the system is not ready for commissioning, we reserve the right to abort the visit. Any abortive visits will be chargeable at extra cost.

2.3 Connections to Third Party Equipment

Connection and testing of signal cables and final connections between interfaces and ancillary equipment will be the responsibility of others.

3 Systems Provided on a Second Fix Basis

3.1 Preparation for Second Fix

Correct pattresses, conduit or flush boxes will have been securely fixed, square and level in the correct location. Cables will enter in a correct and approved manner through suitable glands/edge protection. Cable ends will be correctly made off and labelled. All earth/screen connections will be sleeved and insulated.

4 System Installation

4.1 Containment by Others

Where containment is being provided by others, we assume:

- Basket tray will be provided in all situations where two or more cables are routed together and, in any case, to within 2 metres of all devices.
- All chases to wall mounted equipment will be provided by others.
- All conduit installation will be provided by others.
- We will install cabling to the basket tray and surface clip to the fabric of the building where cables are routed singly.

4.2 Containment by Fixfire

Where Fixfire is providing containment:

- Wiring will be concealed wherever practically possible, otherwise neatly surface clipped or enclosed within plastic trunking containment as appropriate.
- Where a flush installation is impracticable, we have assumed that the use of low-profile white surface trunking is acceptable.

4.3 Cable Types

Unless otherwise detailed, cable types used will generally be as follows: Fire Alarm System — FP200 Gold or equivalent in Red Finish; Fire Door Hold Back Devices — Stranded Security Alarm Cable; Access Control — Stranded Security Alarm Cable or Flat Mains rated cable; CCTV (analogue) — Coaxial cable; CCTV (IP) — CAT5 network cable.

4.4–4.8 Further Installation Assumptions

Unless otherwise specified, we reserve the right to use non-LSOH materials. Mains supplies will be provided by others. Our operatives will be self-contained with podium and small access towers with a maximum working height of 4 metres. We assume that work can be carried out during normal weekday daytime working hours. Safe and healthy working conditions will be provided, including washing and toilet facilities, lighting, secure storage, and access to electricity.

4.9 Asbestos

Building owners have a legal duty of care to manage any asbestos. If the premises has an asbestos register or survey available we would request sight of this prior to commencement of any works. If asbestos is found or suspected during the course of any works, we reserve the right to suspend the works until an asbestos survey or removal has been completed.

4.10 Completion Certificate

Where we are responsible for commissioning, we will issue an appropriate completion certificate on satisfactory completion of our works, confirming that the works have been carried out in compliance with the applicable British Standards.

4.11 Fire Stopping

All building works including fire stopping of any wiring penetrations through fire break walls etc. will be carried out by others (if required).

5 Site and Access

The Client shall provide Fixfire and its operatives with safe, unrestricted access to all relevant areas of the Site at all times necessary to carry out the works. Any additional costs arising from delays or restricted access caused by the Client or third parties will be charged at extra cost.

6 Remedial Works and Exclusions

Should any unfinished surfaces be exposed by the proposed works (e.g. due to new equipment having different dimensions to the equipment it is replacing), any making good or decoration work is to be done by others. Fixfire is not responsible for any loss or damage to the fabric of the building or its contents caused by the works unless directly attributable to Fixfire's negligence.

7 Work Scheduling

We have assumed that the installation works will take place in one continuous phase. Any additional costs arising from a requirement to work in multiple phases will be charged at extra cost. Time for completion of the works is not of the essence, although we will endeavour to carry out the works in a timely manner.

8 Client Obligations

The Client shall: (a) ensure that the terms of the Order and any information provided are complete and accurate; (b) co-operate with Fixfire in all matters relating to the Services; (c) provide Fixfire with access to the Site and all facilities as reasonably required; (d) obtain and maintain all necessary licences, permissions and consents; (e) comply with all applicable laws including health and safety legislation; and (f) carry out all client action in a timely manner.

9 Variations

Any variation to the work required must be agreed in writing by both parties before Fixfire is obliged to carry out the variation. Fixfire will issue a variation order setting out the effect of any such change on the price and programme. If the Client instructs additional work without a written variation order, Fixfire may charge for such work at its standard rates.

Part B — Maintenance Terms and Conditions

These Terms and Conditions govern the provision of maintenance services by Fixfire to the Client. They form part of the Service and Maintenance Agreement and apply to the exclusion of all other terms unless Fixfire has agreed otherwise in writing.

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1 Definitions

"Agreement" means the Service and Maintenance Agreement together with these Terms and Conditions. "Breakdown" means any failure or stoppage in the proper functioning of the Equipment. "Client" means the person, persons or legal entity to whom the Services are to be provided. "Costs" means the costs payable by the Client to Fixfire for the Services as set out in the Agreement. "Data Protection Legislation" means the UK GDPR, the Data Protection Act 2018, and all other applicable data protection legislation in force from time to time. "Equipment" means the equipment or materials specified in the Agreement as the subject of the Services. "NSI" means the National Security Inspectorate. "Services" means the maintenance services to be provided by Fixfire to the Client as described in the Agreement. "Site" means the site or sites where the Services are to be carried out. "SLA" means the Service Level Agreement type agreed between the parties and set out in the Service and Maintenance Agreement. "URN" means the Unique Reference Number issued by the relevant Police authority in respect of intruder and hold-up alarm systems.

2 Basis of Agreement

- 2.1** The Order constitutes an offer by the Client to purchase Services in accordance with these Terms and Conditions. The Order shall only be accepted when Fixfire issues written acceptance, at which point the Agreement comes into existence.
- 2.2** These Terms and Conditions apply in their entirety to the exclusion of any other terms the Client seeks to impose.
- 2.3** Any descriptions or illustrations in Fixfire's catalogues or marketing materials are for illustrative purposes only and have no contractual force.
- 2.4** No variation to the Agreement shall be binding unless agreed in writing and signed by an authorised representative of Fixfire.

3 System Takeovers and First Contract Term

- 3.1** Where Fixfire is taking over maintenance responsibility from another provider, Fixfire will carry out a basic survey as part of the first visit to verify the age and condition of the Equipment and the quality of maintenance records.
- 3.2** Based on the findings of that survey, Fixfire may recommend an initial 100% test of the system, which will be charged separately, before continuing with routine Services.
- 3.3** Any problems identified during the first maintenance term which, in Fixfire's reasonable opinion, affect the integrity of the system will be deemed to have existed prior to Fixfire's involvement. Rectification will be charged separately.
- 3.4** Any additional assets identified during the first annual maintenance term that fall outside the scope of the Agreement will be reported to the Client with a proposal to add them to the Agreement.
- 3.5** Where the Agreement covers intruder or hold-up alarm systems, NSI accreditation requires a security risk assessment to be in place. Where this has not been done, Fixfire will charge separately for completing the risk assessment, and absence of a security risk assessment may prevent police response URNs and may compromise the Client's insurance.

4 Service Level Agreements

- 4.1** The SLA applicable to the Client is set out in the Service and Maintenance Agreement. The SLA determines the scope of the Services, including what callout labour, parts and equipment are included or chargeable.
- 4.2** Unless otherwise stated, line rental and remote monitoring charges are excluded from the Services.
- 4.3** The Service and Maintenance Agreement shall not automatically extend to cover any new Equipment purchased by the Client, or any existing equipment not included in Fixfire's quotation.

5 Fixfire's Obligations

- 5.1** Fixfire shall exercise reasonable skill and care in the performance of the Services.
- 5.2** Fixfire will attend the Site at pre-determined intervals to undertake preventative maintenance. Labour for scheduled visits is included in the Costs.
- 5.3** Except in an emergency, Services will normally be carried out between 08:30 and 17:00 on weekdays.
- 5.4** All Services will be carried out by competent and suitably qualified personnel employed by Fixfire or by Fixfire's approved subcontractors.
- 5.5** Wherever possible, Services, materials and components will conform to relevant manufacturer specifications and spare parts will be sourced from original equipment manufacturers.
- 5.6** Fixfire will issue an engineer report following each visit.
- 5.7** Fixfire will provide a 24-hour callout service as specified in the Agreement.

6 Client's Obligations

6.1 The Client shall:

- ensure that the terms of the Order and any information provided are complete and accurate;
- co-operate with Fixfire in all matters relating to the Services;
- provide Fixfire, its employees, agents and subcontractors with access to the Site and all facilities as reasonably required;
- obtain and maintain all necessary licences, permissions and consents required for the Services;
- comply with all applicable laws including health and safety legislation;
- notify Fixfire immediately of any Breakdown and raise a callout to the affected system accordingly;
- not move, modify, repair or interfere with the Equipment without Fixfire's prior written consent;
- notify Fixfire promptly in writing of any proposed structural alterations to the Site;
- maintain an up-to-date Fire Risk Assessment compliant with the Regulatory Reform (Fire Safety) Order 2005 and make it available to Fixfire on request;
- ensure that the Equipment is operated in a proper manner by competent personnel;
- carry out all user checks and user maintenance required by manufacturer guidelines, applicable British Standards and applicable legislation throughout the term of the Agreement.

6.2 If the Client's acts or omissions prevent or delay Fixfire from performing the Services, Fixfire shall be entitled to suspend performance until the Client remedies the default, and may charge the Client for reasonable additional costs arising from such default.

7 Exclusions

The following are expressly excluded from the Services. Fixfire will only carry out work in these categories at its discretion and at additional cost:

- repairs to Equipment that has been misused, abused, or damaged deliberately or negligently;
- repairs to Equipment damaged as a result of acts of God, water ingress, war, terrorism, fire, explosion or natural disaster;
- a defect in the manufacturer's design of the Equipment (except where covered by a manufacturer's warranty held by Fixfire);
- repairs required as a result of maintenance, alteration or repair performed by persons other than Fixfire;
- repairs required as a result of failure, interruption or surge in the electrical power supply;
- contamination or damage caused by insect or animal infestation;
- faults associated with third parties including telephone line faults or mobile communication provider failures;
- equipment no longer supported by the manufacturer; and
- equipment which is outside the manufacturer's life expectancy.

7.2 If, in Fixfire's reasonable opinion, any Equipment cannot be economically repaired to a maintainable condition, Fixfire will notify the Client accordingly and reserves the right not to carry out any further Services in relation to that Equipment until rectification has been completed.

8 Emergency Callouts

8.1 The Agreement includes a 24-hour helpline covering emergency callouts to Site. Callout charges and any equipment used during an emergency callout visit may be chargeable depending on the SLA type agreed.

8.2 Callouts required as a result of circumstances falling within clause 7.1 will be chargeable regardless of the SLA type.

9 Non-Routine Services

9.1 If the Client requires any new work or services outside the scope of the routine maintenance, Fixfire will provide an estimate for the Client's acceptance before commencing.

9.2 Where non-routine work involves the supply and installation of new equipment, Fixfire may require a separate installation contract. Where new equipment is added to a system, Fixfire reserves the right to review and revise its maintenance charges accordingly.

10 Fees, Expenses and Payment

10.1 The Client shall pay Fixfire's Costs for routine maintenance in accordance with the payment terms set out in the Service and Maintenance Agreement. For any Services or materials not covered by the Agreement, payment is due within 30 days of the invoice date.

10.2 Any query concerning an invoice must be raised with Fixfire in writing within 7 days of the date of issue. The Client is not entitled to withhold payment without Fixfire's prior written consent.

10.3 If any payment is not made by the due date, Fixfire shall be entitled to charge interest at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998, accruing daily from the due date until payment in full.

10.4 Fixfire is also entitled to suspend performance of the Services if payment is not made by the due date, giving 14 days' written notice. If full payment is received before the notice period expires, the suspension notice will be cancelled.

10.5 Fixfire is entitled to recover all reasonable costs of debt recovery including legal costs.

10.6 All Costs are quoted exclusive of VAT, which will be charged at the applicable rate.

10.7 Depending on the SLA, all parts, equipment, materials and required plant hire may be charged in addition to the routine maintenance Costs. Fixfire will obtain Client authorisation before supplying additional items unless expressly agreed otherwise.

10.8 Abortive visit charges apply: where access is denied at the time of attendance, or cancellation is notified with less than 24 hours' notice, a charge equal to the full value of the aborted works will be made; where cancellation is notified with less than 48 hours' notice, a charge equal to 50% of the value of the aborted works will be made.

10.9 Equipment delivered from van stock will not incur a delivery charge. Equipment ordered from central stores will incur delivery charges in addition to the Costs.

10.10 Fixfire may use the Client's undesignated vehicle parking spaces on an unreserved basis, at no cost to Fixfire. Where parking spaces are not available, parking charges may be added to the Costs.

10.11 The Client may pay by direct debit. A direct debit mandate will be required. In the event of two consecutive failed direct debit collection attempts, Fixfire will cancel the mandate.

10.12 Monthly and quarterly payment options attract an additional administration charge of 3% to cover increased administrative costs.

11 Price Review

11.1 The Costs will be subject to annual review, unless otherwise agreed. Fixfire will give the Client not less than 30 days' written notice of any increase and the basis on which it has been calculated. Price increases will generally be in line with inflation as measured by an appropriate published index.

11.2 Fixfire also reserves the right to increase Costs at any time to reflect: (a) increases in costs charged by third-party suppliers; (b) the cost of complying with changes in applicable law or regulation; or (c) the addition of new equipment to the Agreement. In each case, Fixfire will give not less than 30 days' written notice.

12 Property, Risk and Insurance

12.1 The risk of loss or damage to the Client's property and Equipment at the Site, except when caused by Fixfire's wilful default, rests with the Client, who should insure the risks at its own expense.

12.2 All risks relating to existing equipment to which any Equipment or Services are connected rest with the Client.

12.3 Fixfire holds and maintains the following insurance: Employers Liability Insurance: £10,000,000 any one occurrence; Public and Products Liability Insurance: £10,000,000 in the aggregate (as a minimum, comprising primary and excess layers); Professional Indemnity Insurance: £5,000,000 any one claim.

12.4 Each party shall provide the other, on request, with evidence that the insurances for which it is responsible are in place and current.

13 Limit of Liability

13.1 Any Services not performed in accordance with the requirements of the Agreement shall, upon request, be promptly re-performed by Fixfire free of charge, unless the non-performance was caused by circumstances beyond Fixfire's control or was caused by the Client.

13.2 Except as stated in clause 13.1, Fixfire shall have no liability to the Client for any direct, indirect, consequential or economic loss. The aggregate liability of Fixfire under the Agreement shall not exceed the total Costs (excluding VAT) paid by the Client for the Services from which the claim arises.

13.3 Nothing in this Agreement limits or excludes Fixfire's liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation.

13.4 All terms, conditions and warranties implied by law, trade use or otherwise are excluded to the fullest extent permitted by law.

13.5 Fixfire acknowledges that it is not an insurer. The maintenance services provided are not a substitute for adequate insurance cover, which remains the Client's responsibility.

13.6 The Client shall notify Fixfire in writing of any incident or complaint as soon as reasonably practicable, and in any event within 21 days of becoming aware of it.

14 Confidentiality and Data Protection

14.1 Each party undertakes not to disclose to any person, during the term of the Agreement and for a period of one year after termination, any confidential information concerning the business, affairs, customers, clients or suppliers of the other party.

14.2 Each party may disclose the other's confidential information to its employees, officers, representatives, subcontractors or advisers who need to know it for the purposes of carrying out their obligations, or as required by law.

14.3 Both parties will comply with all applicable requirements of the Data Protection Legislation.

14.4 The parties acknowledge that the Client is the Data Controller and Fixfire is the Data Processor in respect of any Personal Data processed by Fixfire in connection with the Services.

14.5 Fixfire processes Personal Data in connection with the Services including: CCTV images where the Services include CCTV systems; genetic and biometric data potentially used in Access Control systems.

14.6 Fixfire shall process Personal Data only on the documented written instructions of the Client; maintain appropriate technical and organisational measures; ensure that all personnel with access to Personal Data are bound by obligations of confidentiality; notify the Client without undue delay on becoming aware of a Personal Data breach; and at the written direction of the Client, delete or return Personal Data on termination.

14.7 The Client will ensure that it has all necessary consents and notices in place to enable the lawful transfer of Personal Data to Fixfire.

15 Term and Termination

15.1 The Agreement will commence on the date stated in the Service and Maintenance Agreement and will continue for the minimum term stated therein. On the anniversary of the minimum term, the Agreement will automatically renew for a further period unless either party gives not less than 3 months' written notice to terminate prior to the end of the then-current term.

15.2 Fixfire may give notice to terminate the Agreement if the Client: (a) fails to make any payment within 28 days of the due date; (b) commits any material breach and, where capable of remedy, fails to remedy it within 28 days of written notice; (c) becomes insolvent, enters administration, receivership or liquidation; or (d) fails to follow any recommendation or quotation made by Fixfire for remedial works.

15.3 The Client may give notice to terminate if Fixfire commits a material breach and fails to take steps to remedy it within 28 days of being requested to do so in writing.

15.4 On termination, the Client shall pay all amounts properly due and any amounts outstanding for materials or equipment ordered by Fixfire. If Fixfire terminates under clause 15.2, the Client will also be liable for reasonable demobilisation costs and a reasonable sum for loss of profit on the remaining term.

16–21 General Provisions

16 Intellectual Property. All copyright and other intellectual property rights in designs, drawings, reports and documents prepared by Fixfire shall remain the sole property of Fixfire. The Client shall have a licence to use them only for the purposes for which they were prepared.

17 Force Majeure. Fixfire shall not have any liability to the Client if prevented from performing the Services on account of circumstances beyond its reasonable control. If force majeure continues for more than 30 days, Fixfire may terminate the Agreement by written notice.

18 Anti-Bribery. Each party shall comply with all applicable laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010. Breach of this clause shall entitle the non-defaulting party to terminate immediately.

19 Modern Slavery. Fixfire is committed to acting ethically and with integrity in all its business relationships and to ensuring that modern slavery and human trafficking are not taking place in its own business or supply chains in accordance with the Modern Slavery Act 2015.

20 Waste Electrical and Electronic Equipment. The Client shall be responsible for financing the collection, treatment, recovery and environmentally sound disposal of all WEEE arising from or deriving from the Services or the Equipment, in accordance with the WEEE Regulations 2013 (as amended).

21 General. (a) **Dispute resolution:** disputes will be resolved by direct negotiation, then CEDR mediation, then the courts of England and Wales. (b) **Notices:** in writing, delivered by hand or first class post; deemed received three working days after posting. (c) **Assignment:** Fixfire may assign this Agreement at any time; the Client may not assign without Fixfire's prior written consent. (d) **Subcontracting:** Fixfire is entitled to subcontract any part or all of the Services. (e) **Entire agreement:** supersedes all prior arrangements. (f) **Severance:** invalid provisions severed without affecting the remainder. (g) **Waiver:** failure to enforce any provision is not a waiver. (h) **Third party rights:** the Agreement does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999. (i) **Law and jurisdiction:** governed by the laws of England and Wales.

Part C — HireAlarm™ Terms and Conditions of Hire

These Terms and Conditions of Hire govern the hire of Equipment by Fixfire to the Customer and form part of the agreement between the parties. By placing an order for Equipment, the Customer accepts these terms in full.

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1 Definitions

"Agreement" means the Quotation together with these Terms and Conditions of Hire. "Collection Date" means the date on which the Equipment is collected from the Site following the end of the Hire Period. "Customer" means the person, firm or company named in the Quotation as the hirer of the Equipment. "Delivery Date" means the date on which the Equipment is dispatched or delivered to the Site. "Equipment" means the wireless fire alarm units, base stations, detectors, call points, extinguishers and any ancillary items specified in the Quotation. "Hire Charge" means the weekly rental charge for the Equipment as set out in the Quotation, together with any additional charges arising under these Terms. "Hire Period" means the period commencing on the Delivery Date and ending on the Collection Date, subject to the minimum hire period set out in clause 4.1. "Quotation" means the written quotation issued by Fixfire to the Customer detailing the Equipment, Hire Charge, and any specific conditions applicable to the hire. "Replacement Cost" means the full cost to Fixfire of replacing lost, stolen or irreparably damaged Equipment with new equivalent items. "Site" means the location at which the Equipment is to be installed and used, as stated in the Quotation.

2 Basis of Hire

2.1 Fixfire agrees to hire the Equipment to the Customer and the Customer agrees to hire the Equipment from Fixfire on these Terms and Conditions.

2.2 The Agreement constitutes the entire agreement between the parties in respect of the hire of the Equipment and supersedes all prior representations, agreements and understandings. No terms or conditions in any Customer purchase order or other document shall apply unless Fixfire has expressly agreed to them in writing.

2.3 The Quotation is valid for 60 days from its date unless a different period is stated. Fixfire reserves the right to withdraw or amend a Quotation at any time before it is accepted.

2.4 Fixfire's acceptance of the Customer's order constitutes entry into the Agreement. An order may be accepted by written confirmation, dispatch of the Equipment, or issue of an invoice — whichever occurs first.

2.5 If the Customer cancels an accepted Order before the Delivery Date, Fixfire shall be entitled to levy a cancellation charge equal to: 25% of the total Hire Charge that would have been payable for the minimum Hire Period; plus all restocking and procurement costs reasonably incurred by Fixfire in connection with the Order up to the date of cancellation.

3 Equipment

3.1 The Equipment shall at all times remain the property of Fixfire. The Customer shall have no right, title or interest in the Equipment other than the right to use it during the Hire Period.

3.2 Fixfire will supply the Equipment pre-programmed and ready for installation. Unless otherwise agreed in writing, delivery will be by courier to the Customer's nominated address.

3.3 Risk in the Equipment passes to the Customer on dispatch by Fixfire and reverts to Fixfire on the later of: (a) collection by Fixfire; or (b) confirmed delivery of the Equipment to Fixfire's premises following return by the Customer.

3.4 The Customer must inspect the Equipment promptly on receipt and notify Fixfire in writing within 48 hours of delivery of any apparent damage, shortage or incorrect items. Failure to do so will be deemed acceptance of the Equipment in good order.

3.5 Fixfire does not warrant that the Equipment will be compatible with any third-party systems or that it will meet any particular specification beyond that stated in the Quotation.

3.6 Where the Equipment includes fire extinguishers, the Customer is responsible for carrying out all user checks required by the manufacturer's guidelines, applicable British Standards and any other applicable regulations throughout the Hire Period. Fixfire accepts no responsibility for any failure by the Customer to carry out such checks.

4 Hire Period and Invoicing

4.1 Unless a shorter minimum hire period is specified in the Quotation or Sales Order, the minimum Hire Period is 24 weeks. The Customer may not terminate the Agreement before the expiry of the minimum Hire Period except as provided in clause 11.

4.2 Following expiry of the minimum Hire Period the hire will continue on a rolling weekly basis until terminated in accordance with clause 9.

4.3 The Hire Charge will be invoiced monthly in arrears from the Delivery Date. Invoices are due for payment within 30 days of the date of invoice.

4.4 If full payment is not received by the due date Fixfire shall be entitled to: charge interest on the outstanding amount at 8% per annum above the Bank of England base rate; suspend or terminate the Agreement; and recover all reasonable costs of debt recovery including legal costs.

4.5 All Hire Charges are exclusive of VAT, which will be charged at the applicable rate.

4.6 Fixfire reserves the right to review and increase the Hire Charge annually in line with inflation, giving the Customer not less than 30 days' prior written notice of any increase and the basis on which it has been calculated.

5 Delivery and Installation

5.1 Fixfire will use reasonable endeavours to deliver the Equipment by the date agreed with the Customer, but time of delivery is not of the essence. Fixfire accepts no liability for any loss or costs arising from delayed delivery.

5.2 Unless otherwise agreed in writing, the Equipment is provided for self-installation by the Customer's own personnel. Fixfire is not responsible for the installation, positioning, configuration or commissioning of the Equipment on Site.

5.3 The Customer acknowledges that the construction and fabric of buildings can affect radio signal strength and that Fixfire gives no warranty as to coverage. The Customer must conduct a full operational test following installation and must notify Fixfire immediately if the system does not operate satisfactorily. Additional devices may be required at extra cost.

5.4 Delivery and collection charges are as stated in the Quotation. Where not stated, standard courier charges will apply.

6 Customer's Responsibilities

The Customer shall:

- use the Equipment only for the purpose for which it is designed and in accordance with any instructions or guidance provided by Fixfire;
- keep the Equipment in good and safe condition and protect it from damage, theft or misuse;
- not modify, adapt, tamper with or attempt to repair the Equipment without Fixfire's prior written consent;
- not move the Equipment to any location other than the Site without Fixfire's prior written consent;
- not sub-hire, lend, sell, charge or otherwise part with possession of the Equipment;
- ensure the Equipment is operated only by persons who are competent to do so and who have read any relevant operating instructions;
- conduct a weekly test of the system by activating one site alarm in rotation, noting that excessive use may reduce battery life;
- ensure that mains power is available for the Base Station throughout the Hire Period;
- notify Fixfire immediately of any loss of, damage to, or malfunction of the Equipment;
- permit Fixfire or its agents access to the Site at reasonable notice to inspect or recover the Equipment.

6.2 The Customer is responsible for obtaining any consents, permits or approvals required for the installation and operation of the Equipment at the Site, including compliance with any principal contractor's site rules and any applicable fire safety legislation.

6.3 The Customer acknowledges that the HireAlarm™ system is intended as a temporary fire warning system to assist with site safety. It does not replace the Customer's obligations under the Regulatory Reform (Fire Safety) Order 2005 or any other applicable legislation.

7 Loss, Damage and Liability

The Customer shall be liable to Fixfire for:

- the Replacement Cost of any item of Equipment that is lost, stolen or damaged beyond repair during the Hire Period;
- the reasonable cost of repair of any item of Equipment that is damaged during the Hire Period (fair wear and tear proportionate to the Hire Period accepted);
- any Hire Charges that continue to accrue until damaged or lost Equipment is either repaired or replaced and returned to service, or until the Replacement Cost is paid in full.

7.2 Fixfire's liability to the Customer under or in connection with this Agreement — whether in contract, tort (including negligence), breach of statutory duty or otherwise — shall not exceed the total Hire Charges paid by the Customer in the 12 months immediately preceding the event giving rise to the claim.

7.3 Fixfire shall not in any circumstances be liable to the Customer for:

- any indirect, special or consequential loss or damage;
- loss of profit, revenue, business, contracts or anticipated savings;
- any loss, injury or damage arising from the failure, malfunction or inadequate coverage of the Equipment;
- any loss arising from the Customer's failure to install, test or maintain the Equipment in accordance with these Terms or Fixfire's instructions;
- any loss arising from false alarms generated by the Equipment.

7.4 Nothing in this Agreement limits or excludes Fixfire's liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation.

7.5 The Customer shall indemnify Fixfire against all claims, losses, costs and expenses (including legal costs) arising from: (a) any breach by the Customer of its obligations under this Agreement; (b) any third party claim arising from the Customer's use, installation or operation of the Equipment; or (c) loss of or damage to the Equipment during the Hire Period.

8 Insurance

The Customer shall maintain throughout the Hire Period adequate insurance covering:

- loss of or damage to the Equipment (including theft) while in the Customer's possession, for not less than the Replacement Cost;
- public liability insurance with a minimum limit of indemnity of £5,000,000 per occurrence.

8.2 The Customer shall provide Fixfire with evidence of such insurance on request.

8.3 The existence of insurance does not limit the Customer's liability to Fixfire under this Agreement.

9 Return of Equipment

9.1 At the end of the Hire Period the Customer must return the Equipment to Fixfire in the same condition as it was supplied, subject to fair wear and tear proportionate to the Hire Period.

9.2 The Customer must give Fixfire a minimum of 5 working days' written notice of the date on which it wishes the Equipment to be collected or returned. Hire Charges will continue to accrue until the Equipment has been collected by Fixfire or received at Fixfire's premises.

9.3 If the Customer fails to make the Equipment available for collection on the notified Collection Date, Fixfire may charge an additional administration fee and Hire Charges will continue to accrue.

9.4 All Equipment must be returned with all accessories, battery packs, mounting brackets and any other items supplied. Missing items will be charged at Replacement Cost.

9.5 Fixfire will inspect the Equipment following collection and notify the Customer in writing within 10 working days of any damage or shortages for which a charge will be made.

10 Technical Support and Callouts

10.1 Fixfire will provide telephone technical support during normal business hours (Monday to Friday, 08:00–17:00) in respect of the operation and configuration of the Equipment, at no additional charge.

10.2 The hire cost does not include engineer attendance on Site. Where the Customer requests an engineer visit, this will be subject to a separate charge at Fixfire's standard rates then in force.

10.3 Fixfire does not undertake to provide emergency or out-of-hours callout services in connection with the Equipment unless separately agreed in writing.

11 Termination

11.1 The Customer may terminate this Agreement on or after the expiry of the minimum Hire Period set out in clause 4.1 by giving Fixfire not less than 5 working days' written notice.

11.2 If the Customer purports to terminate the Agreement before the expiry of the minimum Hire Period, the Customer shall remain liable for all Hire Charges that would have been payable for the remainder of the minimum Hire Period, together with any outstanding charges.

11.3 Fixfire may terminate this Agreement immediately by written notice if:

- the Customer fails to pay any sum due under this Agreement within 14 days of the due date;
- the Customer commits a material breach of this Agreement which, if capable of remedy, has not been remedied within 7 days of written notice;
- the Customer becomes insolvent, enters administration, receivership or liquidation, makes a composition with its creditors or has a receiver appointed;
- the Customer uses the Equipment in a manner that, in Fixfire's reasonable opinion, endangers persons or property or breaches applicable law.

11.4 On termination for any reason the Customer shall immediately make the Equipment available for collection and pay all outstanding Hire Charges and any other sums due.

11.5 If Fixfire terminates under the above grounds, the Customer shall not be entitled to any refund of Hire Charges paid in advance.

12 Title

12.1 The Equipment is and shall remain the property of Fixfire at all times. The Customer acquires no title to the Equipment under this Agreement.

12.2 The Customer shall not do or allow to be done anything which might prejudice Fixfire's title to or ownership of the Equipment, including creating or allowing any lien, charge or encumbrance.

12.3 If any person attempts to seize, distrain, charge or otherwise deal with the Equipment as if it were the property of the Customer, the Customer shall immediately notify Fixfire and take all reasonable steps to protect Fixfire's title.

13 General

13.1 Force majeure. Fixfire shall not be liable for any delay or failure to perform its obligations under this Agreement to the extent that such delay or failure is caused by circumstances beyond its reasonable control.

13.2 Variation. No variation to this Agreement shall be binding unless agreed in writing and signed by an authorised representative of Fixfire.

13.3 Waiver. Failure by Fixfire to enforce any provision of this Agreement shall not constitute a waiver of its rights.

13.4 Severance. If any provision of this Agreement is held by a court to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.5 Assignment. The Customer may not assign or transfer any of its rights or obligations under this Agreement without Fixfire's prior written consent. Fixfire may assign this Agreement without restriction.

13.6 Third parties. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.

13.7 Notices. Any notice given under this Agreement shall be in writing and sent by first class post, email (confirmed by post) or hand delivery to the address stated in the Quotation. Notices sent by first class post are deemed received three working days after posting.

13.8 Entire agreement. This Agreement constitutes the entire agreement between the parties relating to the hire of the Equipment and supersedes all prior representations, negotiations and agreements.

13.9 Law and jurisdiction. This Agreement is governed by English law. The parties submit to the exclusive jurisdiction of the English courts.

14–16 Anti-Bribery, Modern Slavery and WEEE

14 Anti-Bribery. Each party shall comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010. Neither party shall directly or indirectly offer, promise, give or accept any bribe, illegal gift or other improper payment. Each party shall maintain adequate procedures to prevent bribery and shall ensure that its employees, agents and subcontractors comply with this clause.

15 Modern Slavery. Fixfire is committed to acting ethically and with integrity in all its business relationships and to implementing and enforcing effective systems to ensure that modern slavery and human trafficking are not taking place in its own business or supply chains, in accordance with the Modern Slavery Act 2015.

16 Waste Electrical and Electronic Equipment. The Customer shall be responsible for financing the collection, treatment, recovery and environmentally sound disposal of all waste electrical and electronic equipment (WEEE) arising from or deriving from the Equipment, including batteries and electronic components, in accordance with the Waste Electrical and Electronic Equipment Regulations 2013 (as amended).

Part D — Monitoring Terms and Conditions

These Terms and Conditions govern the provision of alarm monitoring services by Fixfire to the Customer. Monitoring services are provided by Fixfire through a Third-party Alarm Receiving Centre ("ARC"). Fixfire acts as the contracting party for all purposes under these Terms.

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1 Definitions

"Agreement" means the Quotation together with these Terms and Conditions. "Alarm Receiving Centre" or "ARC" means the Third-party monitoring station through which Fixfire provides the Monitoring Services, operated by a subcontractor engaged by Fixfire. "Authority" means any body, such as Police or Fire authority, that may be alerted when alarms or other systems activate. "Contract Price" means the total charges payable by the Customer to Fixfire for the Monitoring Services. "Customer" means the person, firm or company named in the Quotation who engages Fixfire for the provision of Monitoring Services. "Keyholder" means a person nominated by the Customer or Subscriber to be contacted by the ARC in the event of an alarm activation. "Monitoring Services" means the alarm and system monitoring services described in the Quotation, provided via the ARC. "Premises" means the premises at which the System is installed. "Quotation" means the written quotation issued by Fixfire to the Customer. "Subscriber" means the occupier of the Premises. "System" means the alarm or other system installed at the Premises which Fixfire has agreed to monitor. "URN" means the unique reference number issued by an Authority in respect of the System.

2 Basis of Agreement

2.1 Fixfire agrees to provide the Monitoring Services to the Customer on these Terms and Conditions. These Terms and Conditions constitute the entire agreement between the parties in respect of the Monitoring Services and supersede all prior agreements, arrangements and understandings.

2.2 No terms or conditions in any Customer purchase order or other document shall apply to the Monitoring Services unless Fixfire has expressly agreed to them in writing signed by a director of Fixfire.

2.3 The Quotation is valid for 60 days from its date unless a different period is stated or the Quotation is withdrawn earlier by Fixfire. An order may be accepted by written confirmation or commencement of the Monitoring Services, whichever occurs first.

2.4 Fixfire is entitled to engage third-party subcontractors (including the ARC operator) to fulfil its obligations. Fixfire remains responsible to the Customer for the performance of the Monitoring Services notwithstanding the use of subcontractors.

3 Monitoring Services

Fixfire will procure the provision of the following services through the ARC:

- receipt and monitoring of alarm signals from the System;
- maintenance of the ARC on a 24-hour, 7-day-a-week manned basis;
- notification of the appropriate Authorities and/or nominated Keyholders of alarm signals received, in accordance with the agreed response procedures;
- maintenance of a record of signals received for a period of not less than three months;
- provision of ARC facilities to the requirements of category II of BS 5979 (or such equivalent standard as may be in force from time to time).

3.2 The performance and response standards applicable to the Monitoring Services are set out in the Schedule to these Terms. Fixfire will use reasonable endeavours to procure compliance with those standards by the ARC.

3.3 Fixfire reserves the right to change the ARC operator from time to time, provided that any replacement operator is NSI-approved and the level of service is not materially reduced.

4 Customer's Obligations

The Customer shall, and shall procure that the Subscriber shall:

- provide Fixfire with all information required to set up and maintain the Monitoring Services, including the names, addresses and telephone numbers of the Subscriber, the relevant Authorities and at least two nominated Keyholders;
- provide a unique password for each connected System;
- provide the URN as supplied by the relevant Authority;
- notify Fixfire immediately in writing of any changes to the above information;
- ensure that the System is installed, maintained and used in accordance with the current applicable British Standard or European Standard;
- provide and maintain at the Customer's expense all equipment, digital communicators, SIM/GSM connections or other transmission facilities necessary to transmit signals from the Premises to the ARC;
- check the alarm panel at the Premises at least once every 24 hours to confirm there are no faults on the System;
- maintain a clear space of at least 500mm in all directions around and below every fire detector, and ensure all manual call points remain unobstructed;
- carry out tests at least once per week to verify the correct operation of any remote communication links;
- comply with any operating instructions issued by Fixfire or the ARC from time to time;
- take out and maintain in force public and products liability insurance with a minimum limit of indemnity of £2,000,000 per incident, and provide evidence of such insurance to Fixfire on request;
- enter into any form of indemnity with an Authority if required by that Authority.

4.2 The Customer is responsible for ensuring that any changes to the System, the Premises or the Subscriber's occupancy are notified to Fixfire promptly in writing.

4.3 Where the relevant Authority operates a policy of unique reference identification of systems, the ARC will not be obliged to alert that Authority where the URN has not been supplied or has subsequently been withdrawn.

4.4 The Customer shall not use or permit the use of the name or logo of the ARC operator in any advertising or other material without the prior written consent of Fixfire.

4.5 The Customer acknowledges that the Monitoring Services are not provided exclusively to the Customer. The ARC may be used by Fixfire and by other parties requiring alarm monitoring services.

4.6 The Customer is responsible for ensuring that security PINs, passwords and access codes associated with the Monitoring Services are kept secure. Where a PIN or password becomes known to an unauthorised third party, or where an employee whose access should be revoked leaves the Customer's organisation, the Customer must immediately instruct Fixfire in writing to change the relevant PIN, password or access code. Fixfire shall not be liable for any loss arising from the Customer's failure to give such instructions.

4.7 The Customer shall take all reasonable steps to prevent false activations being transmitted to the ARC. In the event of false activations which, in Fixfire's reasonable opinion, are excessive, Fixfire may: (a) levy additional charges for work resulting from such false activations; (b) suspend all or part of the Monitoring Services on 7 days' written notice; (c) charge a disconnection and reconnection fee; or (d) terminate the Agreement if false activations continue without being addressed by the Customer.

5 Payment

5.1 The Contract Price is due 30 days from the date of Fixfire's invoice.

5.2 If full payment is not made by the due date, Fixfire shall be entitled to charge interest at 8% per annum above the Bank of England base rate, accruing daily from the due date until payment in full.

5.3 Fixfire reserves the right to increase the Contract Price by giving the Customer not less than 30 days' prior written notice, including where such increase arises from: a third-party supplier (including but not limited to the ARC operator or any telecommunications provider) increasing the cost of services provided to Fixfire; or the cost of complying with a change in applicable law or regulation. Any increase in the Contract Price that is not attributable to the above circumstances will not exceed the percentage increase in the Retail Prices Index between the commencement of the Agreement and the month immediately preceding the date of the increase.

5.4 All charges are exclusive of VAT, which will be charged at the applicable rate.

5.5 The Customer agrees to pay any charges levied against the System or alarm equipment by Authorities such as the Police or Fire Brigade, including any charges levied by service providers that Fixfire is mandated to use by such Authorities, irrespective of the reason or cause for such charges being levied.

6 Liability

IT IS AGREED AND UNDERSTOOD THAT FIXFIRE IS NOT AN INSURER AND THAT THE PROVISION OF THE MONITORING SERVICES WILL NOT OBTAIN THE NECESSITY OF THE CUSTOMER OBTAINING AND MAINTAINING ADEQUATE INSURANCE. FIXFIRE CANNOT BE AWARE OF THE EXTENT OF ANY POTENTIAL LOSS OR DAMAGE TO THE SUBSCRIBER RESULTING FROM ANY FIRE, INTRUSION OR OTHER EVENT AT THE PREMISES, NOR CAN FIXFIRE GIVE ANY WARRANTY, GUARANTEE OR OTHER UNDERTAKING THAT THE MONITORING SERVICES WILL AVERT, PREVENT OR PROTECT AGAINST OCCURRENCES OF WHICH THE SERVICE IS INTENDED TO GIVE WARNING.

6.1 Subject to clause 6.3, Fixfire's liability to the Customer for loss of or damage to the Premises or any other property shall not exceed £25,000 in total in respect of any one event or series of related events attributable to one cause, and only where such loss or damage arises directly from Fixfire's negligence or breach of this Agreement.

Fixfire shall in no circumstances be liable to the Customer for:

- any loss or damage arising from any defect in or malfunction of the System or the transmission lines and connections serving it;
- any loss or damage occasioned by riot, civil commotion, strike, lock-outs, labour disputes, or any other circumstances beyond Fixfire's reasonable control;
- any loss in excess of amounts recoverable from the relevant telecommunications provider in respect of systems they operate (such as Redcare);
- any loss arising from the failure of any Authority to respond appropriately to an alarm notification;
- any loss of profit, revenue, business, contracts, anticipated savings, or any indirect, special or consequential loss of any nature whatsoever.

6.3 Nothing in this Agreement limits or excludes Fixfire's liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation.

6.4 The Customer shall indemnify Fixfire and its subcontractors (including the ARC operator) against all losses, damages, costs and expenses arising from: any claim by the Subscriber or any third party arising out of the Customer's obligations under this Agreement; the attendance at or entry onto the Premises by the Authorities; and any third party claim which would cause the total liability of Fixfire to exceed the limits set out in this clause 6.

7 Force Majeure

Fixfire shall not be liable for any delay in performing the Monitoring Services if such delay is caused by circumstances beyond its reasonable control. In such circumstances Fixfire shall notify the Customer and shall be entitled to suspend the Monitoring Services until such circumstances have ceased. Where the suspension exceeds 21 continuous days (and is not due to the act or omission of the Customer or Subscriber), the Customer shall be entitled to a pro-rata refund for the suspended Services.

8 Suspension of Services

Fixfire may, without prejudice to its other rights, suspend the Monitoring Services on 7 days' written notice if: any payment due from the Customer is overdue by more than one month; or Fixfire has the right to terminate the Agreement under clause 9. In accordance with applicable NSI guidelines, Fixfire may write to the Subscriber informing them of its intention to suspend or terminate the Monitoring Services.

9 Termination

9.1 This Agreement shall remain in force for the initial term stated in the Quotation and shall thereafter continue unless or until terminated by either party giving not less than 3 months' written notice. Where no initial term is stated, either party may terminate on 3 months' written notice at any time.

Fixfire may terminate this Agreement immediately by written notice if:

- the Customer commits any material or persistent breach of its obligations;
- the Customer is guilty of fraud, dishonesty or serious misconduct;
- the Customer enters into liquidation, receivership, administration or makes a composition with its creditors;
- any payment due to Fixfire is overdue by one month or more;
- the Customer fails to remedy a remediable breach within two weeks of written notice;
- Fixfire is unable to obtain or retain the necessary rights, consents or permits for transmission of signals between the Premises and the ARC, or the relevant Authority terminates its licence;
- the Customer generates an unacceptable number of false alarms.

9.3 The Customer may not terminate the Monitoring Services within the initial term, unless solely due to the Subscriber terminating their agreement with the Customer. Termination shall be by written notice.

9.4 On termination, all rights and obligations of the parties under this Agreement shall cease, save that Fixfire shall not be obliged to refund any part of the Contract Price already paid, and clauses 6, 7 and 10 shall survive termination.

10 General

10.1 Assignment. This Agreement may be assigned by Fixfire at any time. The Customer may assign this Agreement only with Fixfire's prior written consent, provided the Customer gives at least 30 days' notice and the assignee agrees in writing to be bound by all the Customer's obligations.

10.2 Variation. No variation to this Agreement shall be binding unless agreed in writing by a director of Fixfire.

10.3 Severability. If any provision of this Agreement is held by a court to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10.4 Mitigation. Each party with a right to an indemnity under this Agreement shall be under a duty to mitigate any loss or liability.

10.5 Third parties. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.

10.6 Notices. Any notice given under this Agreement shall be in writing and sent by first class post or email (confirmed by post) to the address stated in the Quotation. Notices sent by first class post are deemed received three working days after posting.

10.7 Entire agreement. This Agreement constitutes the entire agreement between the parties in respect of the Monitoring Services and supersedes all prior agreements, representations and understandings.

10.8 Law and jurisdiction. This Agreement is governed by the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule — Performance and Response Standards

The following response standards are procured by Fixfire from the ARC. Fixfire will use reasonable endeavours to procure compliance with these standards but does not guarantee their achievement in all circumstances.

1. Police Contact — Intruder Alarms

Except for confirmed alarm messages, no alarm message shall be passed to the Police until at least 90 seconds has elapsed as an opportunity for passive filtering. In at least 98.5% of cases, the total time between receipt of a signalled alarm condition and initiation of the call to the Police shall not exceed 180 seconds. In at least 80% of cases, the total time shall not exceed 90 seconds where alarm filtering is not required.

2. Police Contact — Confirmed Intruder Alarms

A signalled alarm condition from a system capable of transmitting confirmed alarms will be treated as an unconfirmed alarm with filtering applied unless a visual, audio or sequentially confirmed signal is received, at which point it will be passed to the Police as a confirmed alarm after one attempt to contact the protected Premises; or the system is subject to the ACPO Security Systems Policy; or written instructions to the contrary are received from the Customer and acknowledged by the ARC.

3. Police/Fire Contact — Personal Attack and Life Safety Alarms

In at least 98.5% of cases, the total time between receipt of a signalled alarm condition and initiation of the call to the Police or Fire Brigade shall not exceed 60 seconds. In at least 80% of cases, the total time shall not exceed 30 seconds.

4. Keyholder Contact Procedure

Following an alarm activation, the ARC will attempt to contact Keyholders from the list supplied by the Customer in order, using the primary number listed, for a period of one minute per number. Answering machines or message services are not acceptable as a form of contact unless written authorisation has been received. The ARC will not class an event as a successful keyholder contact unless one of its representatives has spoken directly to the Keyholder. For keyholder-only systems, the ARC will repeat the keyholder contact attempt every 20 minutes until either contact is made or six hours have elapsed from receipt of the alarm condition.

5. Transmission Faults

Where a transmission fault or interruption is received and the System is in the unset condition, the ARC will endeavour to contact the Customer to establish the cause. All transmission faults will be recorded, maintained and reviewed by the ARC.

Part E — Alertlog™ Terms and Conditions

These Terms and Conditions govern the purchase of Alertlog™ Products and Services as stated on any Offer and set out the entire agreement between the parties. Each Offer or acceptance by Fixfire is conditional on acceptance of these terms. Each offer is valid for 60 days from the date of the offer unless extended, modified or withdrawn in writing by Fixfire. Return of a purchase order, or the completed and executed Offer to Fixfire, will be sufficient to form an Agreement and constitutes acceptance of these Terms and Conditions. All other terms and conditions are excluded unless Fixfire agrees otherwise in writing.

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1 Definitions

"Activation Date" means the date on which the Communication Services shall commence. "Agreement" or "Contract" means the acceptance of the Fixfire Offer together with these Terms and Conditions. "Alertlog Services" means the Communication Services and associated Products provided by Fixfire under this Agreement, delivered via the Alertlog™ platform. "Authorised User" means any Purchaser or person provided authority by the Purchaser to access the Alertlog platform. "Communication Services" means the communications, data storage, notifications and web/mobile-based user interface provided by Fixfire. "Data" means any process information, alarms, notifications, reports and user commands organised, transmitted and/or generated by the Purchaser's use of the Alertlog service. "Defect" means any defect, failure, imperfection or fault in the Equipment attributable to defects in the materials or workmanship of Fixfire and its suppliers. "Defects Liability Period" means the period of 12 months from delivery of the Equipment. "Device" or "Devices" means the equipment supplied by Fixfire and used by the Purchaser to send/receive transmissions on or across the Network. "Effective Date" means the date on which Fixfire unconditionally accepts the Purchaser's purchase order. "Intellectual Property Rights" means patents, trademarks, internet domain names, service marks, registered designs, copyright, design rights, trade and business names, trade secrets, know-how and any other similar protected rights. "Monitoring Services" has the same meaning as Communication Services. "Network" means the integrated mobile switching facilities, data routers, servers, cell sites, internet and any other related facilities or equipment used to provide the Communication Services. "Offer" or "Fixfire Proposal" means the Communication Services and Devices offered to the Purchaser. "Product" or "Products" has the same meaning as Device as detailed in the Offer. "Purchaser" means the entity purchasing Monitoring/Communication Services and Devices. "Service Fees" means the annual fees payable for Communication Services. "Term" means the duration of Monitoring Services required from the Effective Date. "Device Fees" means the fees payable for the Product as stated in the Offer. "Technical Services" means technical information provided by Fixfire including data interpretation and reports, and advice and consultation given to the Purchaser's personnel.

2 Network — Communication Services

Due to the nature of cables and wireless (cellular) internet communications, transmission and reception of data can never be guaranteed. Data may be delayed, corrupted or lost. Although significant delays or losses of data are rare when wireless devices such as the Alertlog gateway are used normally with a well-constructed network, the Alertlog gateway should not be used in situations where failure to transmit or receive data could result in damage of any kind to the user or any other party, including personal injury, death or loss of property. Fixfire accepts no responsibility for damages of any kind resulting from delays or errors in data transmitted or received using the Alertlog gateway, or for failure of the gateway to transmit or receive such data.

3–6 Service Provision, Devices, Availability and Support

3.1 In consideration of the payment of the Service Fees, Fixfire shall provide the Alertlog Services to the Purchaser on the Effective Date for the duration of the Term.

3.2 Fixfire reserves the right to alter or modify its Services from time to time, provided such alteration or modification does not materially affect the functionality or performance of the Services.

3.3 Fixfire may, during the Term, give the Purchaser online access to information held in connection with the Services via an internet facility. Fixfire reserves the right to alter the information made available or to suspend or withdraw such access at any time without notice.

3.4 Fixfire agrees to use reasonable endeavours to provide the Services by the date agreed with the Purchaser. All dates and times are estimates and Fixfire has no liability for any failure to meet any date or timing.

3.5 Fixfire will provide the Services with the reasonable skill and care of a competent service provider.

3.6 The Purchaser acknowledges that it is technically impracticable to provide completely fault-free Products and Fixfire does not undertake to do so.

4.1 Upon acceptance of the Offer and receipt of the Purchaser's purchase order, Fixfire will dispatch the Devices within a reasonable period of time. Orders for more than 10 devices should check availability with Fixfire.

4.2 Unless agreed to the contrary, delivery of the Devices shall be to the Purchaser's nominated delivery address. The Purchaser is responsible for the Devices and for their proper use. If any Device is lost, misused, destroyed or damaged whilst under the control of the Purchaser, the Purchaser shall pay Fixfire's charges for its replacement or repair and reconnection. The Purchaser must not interfere with the Devices nor permit anyone other than Fixfire or a Fixfire-authorized third party to do so.

4.3 Notification of non-delivery of any Device must be made in writing to Fixfire within 7 days of the date on which Fixfire advises that the Devices are to be delivered. Failure to notify within this period shall be deemed acceptance of receipt of all Devices.

5.1 During the Term, Fixfire shall use reasonable endeavours to ensure that the Alertlog Services are accessible by the Purchaser/Authorised User via the Network on a 24-hour, 7-day-a-week basis, subject to routine and emergency maintenance, repairs, configurations or upgrades.

5.2 Fixfire shall have no liability for errors in the functioning of the Alertlog Services attributable to: operator error; provision of incorrect information by the Purchaser; power failures; malicious interference; any downtime or outages from any subcontractor; the Network; lack of coverage of the mobile telecommunications network; or availability of the internet.

6.1 Fixfire will supply the Purchaser with a helpdesk in the form of a telephone number and email address, manned during Fixfire's business hours (Monday to Friday, 08:00–17:00).

6.2 Fixfire will promptly acknowledge receipt of and respond to any problems notified to it via the Helpdesk, and will as soon as reasonably practicable investigate the reported problem and use its reasonable endeavours to correct it.

6.3 If Fixfire is of the opinion that it cannot resolve a problem or provide a workaround, it shall notify the Purchaser. If the failure substantially hinders or prevents the Purchaser from using a material part of the functionality of the Services, the Purchaser shall be entitled to terminate this Agreement forthwith by written notice, and Fixfire will make a pro-rata refund of the Price paid reflecting the unexpired period.

7 Use of the Services

7.1 The Purchaser shall provide Fixfire with such information, services, support and other assistance as Fixfire may reasonably require.

7.2 The Purchaser shall provide Fixfire with the names of its representatives and operatives requiring access to the Alertlog Services and shall promptly provide any changes to these details.

The Purchaser shall ensure that each of its representatives or operatives shall:

- generally observe and comply with all reasonable directions of Fixfire;
- not cause any nuisance, annoyance or inconvenience to any third party by any use or misuse of the Alertlog Services;
- not act in any way that will impair the operation of all or part of the Alertlog Services; and
- not be involved in or knowingly permit any fraudulent or other unauthorised use of the Alertlog Services, and shall notify Fixfire immediately upon becoming aware of or suspecting such activity.

7.4 The Purchaser shall ensure that, prior to receipt of Products and Alertlog Services, each of its representatives or operatives has properly completed any training required to operate, install and commission the Products or Alertlog Services.

7.5 The Purchaser shall indemnify Fixfire and keep Fixfire harmless against any and all damages, losses, costs and expenses that may be incurred by Fixfire in respect of any failure by the Purchaser, its representatives or operatives to comply with their obligations under this Agreement.

8 Data Protection

8.1 Each party shall comply with its obligations under the UK General Data Protection Regulation, the Data Protection Act 2018 and any other applicable data protection legislation as amended, extended or re-enacted from time to time.

8.2 The Purchaser shall ensure that it has all necessary notices, consents and lawful bases in place to enable Fixfire to process any personal data provided by the Purchaser in connection with this Agreement.

8.3 The Purchaser shall indemnify Fixfire against all losses, damages, liabilities and costs suffered or incurred by Fixfire as a result of or in connection with any breach of the Data Protection Legislation attributable to the Purchaser's act or default.

9 Intellectual Property Rights

9.1 The Purchaser acknowledges that the Intellectual Property Rights in the Alertlog Services, any handbooks or manuals, and any software comprised within the Devices are and shall remain the property of Fixfire and/or its licensors.

9.2 Subject to receipt by Fixfire of all sums due to it under this Agreement, Fixfire grants to the Purchaser a non-exclusive, non-transferable, royalty-free licence to use such Intellectual Property Rights only to the extent necessary for the Purchaser to receive the benefit of the Services.

10–11 Training and Payment

10.1 Unless otherwise agreed in writing, Fixfire will charge the Purchaser for training at its current rates, details of which are available on request. Fixfire may charge travel and accommodation expenses at cost.

10.2 Should the Purchaser require additional training beyond that specified, Fixfire shall provide such training at its standard training fees then in force.

11.1 The Purchaser shall pay the Device and Service Fees in accordance with the Offer. Payment terms are strictly 30 days from date of invoice unless otherwise agreed in writing.

11.2 If Fixfire does not receive payment in accordance with clause 11.1, Fixfire may: charge the Purchaser interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and/or suspend its provision of the Services.

11.3 Fixfire reserves the right to make annual increases to the Device and Service Fees.

12–13 Confidentiality and Warranties

12 Confidentiality. Each party shall keep confidential all information, know-how or materials relating to the other party's business activities and shall not use the same for purposes other than in performance of their respective obligations under this Agreement. Neither party shall disclose any such confidential information to any person without the prior written consent of the other. These obligations shall survive termination. Nothing in this clause shall apply to information which is or becomes available to the public other than by breach of these Terms; which the receiving party already possesses or obtains independently; or which is required to be disclosed by law or by any governmental or court authority of competent jurisdiction.

13.1 Fixfire warrants that upon delivery and for a period of 12 months, the Product will be free from defects in materials and workmanship, and that it shall use reasonable skill and care in the provision of the Alertlog Services.

13.2 Fixfire shall not be liable for a breach of the warranty unless: the Purchaser gives written notice of the defect within 14 days of the time when the Purchaser discovers or ought to have discovered the defect; and Fixfire is given a reasonable opportunity to examine the Product.

13.3 If any Product does not comply with the warranty, then, subject to clauses 13.2 and 13.4, Fixfire shall at its cost and discretion use all reasonable endeavours to repair or replace the defective Product within 10 working days of receipt.

13.4 Fixfire shall not be liable for a breach of the warranty in clause 13.1: (a) to the extent that it is attributable to further use of the Product after giving notice pursuant to clause 13.2; (b) if the defect arises because the Purchaser, its representative or operative failed to follow Fixfire's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product; (c) that is attributable to fair wear and tear, abuse, improper use or use in an environment or for a purpose for which the Product was

not designed or intended by Fixfire; or (d) if the Purchaser, its representative or operatives alters, modifies or repairs the Product or any part of it without the written consent of Fixfire.

13.5 If Fixfire complies with clause 13.3, it shall have no further liability for a breach of the warranty in clause 13.1 in respect of that Product.

13.6 Any repaired or replacement Product will be guaranteed on these terms for the unexpired portion of the warranty period set out at clause 13.1.

13.7 If Fixfire receives written notice of a breach of the warranties, Fixfire's sole liability shall be, at its discretion: (a) to remedy the breach within a reasonable time and without charge; or (b) to credit the Purchaser with such proportion of the Product or Service Fee as corresponds to the period during which the breach took place.

13.8 No warranty is made that the Services will meet the Purchaser's requirements or that they will operate uninterrupted or error-free.

13.9 Fixfire warrants for a period of 90 days following delivery of the Alertlog Services that the Alertlog Services will perform substantially in accordance with Fixfire's documentation.

13.10 The Purchaser must satisfy itself as to the suitability of the Alertlog Services for its needs. Fixfire does not warrant fitness for any particular purpose.

13.11 No oral or written information or advice given by Fixfire shall create a warranty, or in any way increase the scope of this warranty, and the Purchaser may not rely on any such information or advice.

13.12 Except as expressly stated in this document, all other warranties, express or implied, as to the quality, condition or performance of the Products and Services are excluded to the fullest extent permitted by law.

14 Limitation of Liability

14.1 The following provisions set out the entire financial liability of Fixfire (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser in respect of: (a) any breach of this Agreement; and (b) any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.

14.2 Nothing in this Agreement excludes or limits the liability of Fixfire for death or personal injury caused by Fixfire's negligence or for fraudulent misrepresentation.

14.3 Subject to clause 14.2, Fixfire shall not be liable to the Purchaser for:

- any indirect, consequential, special or punitive loss, damage, costs or expenses;
- loss of profit; loss of revenue; loss of anticipated savings; loss of business; loss of reputation; or depletion of goodwill; or
- loss, damage, injury or death resulting from misuse of the Service.

14.4 Subject to clauses 14.2 and 14.3, Fixfire's total liability to the Purchaser for: (a) any loss or damage arising from Fixfire's negligence shall not exceed £1,000,000 for any Claim; and (b) any other loss shall not exceed the greater of: the Price payable by the Purchaser for the 12-month period immediately preceding the Claim, or £10,000.

14.5 For the purposes of this clause, a "Claim" means any one event giving rise to a claim or, where there is more than one connected event giving rise to a claim, that series of connected events.

15 Duration and Termination

15.1 This Agreement shall commence on the Effective Date and shall remain in full force and effect for the Term and shall continue thereafter unless or until terminated by either party giving not less than 3 months' written notice.

15.2 This Agreement may be terminated forthwith by Fixfire:

- if the Purchaser fails to make any payment on the due date and payment has not been made within 7 days of a written request;
- if the Purchaser commits any material breach of any term of this Agreement (other than a payment breach) which, if capable of remedy, has not been remedied within 7 days of a written request to do so; or
- if the Purchaser ceases to trade or if an order is made or resolution passed for the winding-up of the Purchaser, or an administrator, receiver or administrative receiver is appointed in respect of all or any of the Purchaser's assets.

15.3 On termination: any Price that would have been payable to Fixfire but for termination shall immediately become payable together with an administration charge equivalent to one month's Price; and any outstanding Price shall immediately become payable.

16 General

16.1 Entire agreement. These Terms and Conditions and any documents expressly referred to in the Agreement contain the entire agreement and understanding of the parties and supersede all prior agreements, written or oral.

16.2 Force majeure. Neither party shall be liable to the other for any delay or failure to perform its obligations (other than a payment obligation) caused by circumstances beyond its reasonable control.

16.3 Notices. Any notice or written communication given under this Agreement shall be in writing addressed to the other party at its registered office or principal place of business.

16.4 Severance. If a court decides that any part of this Agreement cannot be enforced, that part shall not apply but the rest of the Agreement will continue in full force.

16.5 Waiver. A waiver of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach.

16.6 Assignment. The Purchaser may not assign or transfer any benefit, interest or obligation under this Agreement without Fixfire's prior written consent.

16.7 Third parties. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

16.8 Law and jurisdiction. This Agreement and all matters arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales. The parties submit to the exclusive jurisdiction of the English and Welsh courts.

Part F — Fire Risk Assessment Terms and Conditions

The following terms apply where Fixfire provides Fire Risk Assessment services ("FRA Services"). They are additional to and should be read alongside the General Terms and Conditions of Sale, which also apply to FRA Services except where expressly modified below.

1 Scope and Nature of Assessment

1.1 Fixfire will carry out a Fire Risk Assessment in accordance with the Regulatory Reform (Fire Safety) Order 2005 ("the Fire Safety Order"), PAS 79 (Fire risk assessments — Guidance and recommendations) and other applicable guidance and British Standards.

1.2 The Fire Risk Assessment is a professional opinion based on conditions observed at the time of inspection. It does not constitute a certificate of compliance and does not guarantee the elimination of all fire risks. Fixfire does not guarantee that every fire hazard or deficiency will be identified during the assessment.

The assessment is non-invasive and non-destructive. It is based on visual inspection of accessible areas only, and does not include:

- intrusive or destructive inspection of building fabric, walls, ceilings, floors or concealed voids;
- inspection of service ducts, ceiling voids, areas above false ceilings or similarly enclosed areas;
- moving fitted carpets, furniture or heavy objects;
- testing or certification of fire alarm systems, emergency lighting, fire suppression systems, gas or electrical installations;
- specialist structural or engineering assessments;
- detailed fire door surveys beyond a basic visual inspection;
- external wall surveys — where the combustibility rating of external walls cannot be confirmed visually, an EWS1 assessment by a competent body will be recommended;
- assessment of electrical or mechanical worthiness of plant or equipment.

1.4 The assessment reflects conditions at the time of inspection only. It does not identify hidden or latent defects, and circumstances at the Premises may change after the date of the assessment.

1.5 Fixfire's assessment does not validate or invalidate any existing legal requirements, certifications or licences applicable to the Client's premises.

2 Responsible Person and Compliance

2.1 The Client acknowledges that at no time does Fixfire become the "Responsible Person" as defined under Article 3 of the Fire Safety Order. The Client (or such other person as is identified in the Order) is and remains the Responsible Person.

2.2 Fixfire acknowledges that under Article 5(3) of the Fire Safety Order, responsibilities imposed on the Responsible Person are also imposed on any other person who has, to any extent, control of the premises — but only so far as the requirements relate to matters within that person's control. Fixfire's obligations under Article 5(3) are strictly limited to those matters that fall under Fixfire's control pursuant to the terms of the relevant Order.

2.3 Responsibility for ensuring compliance with fire safety legislation, implementing the recommendations in the Fire Risk Assessment, and maintaining fire safety measures lies solely with the Client as the Responsible Person. Fixfire's role is to provide a professional assessment and make recommendations. Fixfire has no control over, and accepts no responsibility for, the ongoing management of the premises after completion of the assessment.

2.4 The premises to be assessed must be clearly identified in the Order. Fixfire's assessment and any obligations arising from it are limited to those premises as defined.

3 Client's Obligations

The Client shall:

- provide Fixfire with full, accurate and truthful information regarding the premises, its use, occupancy and layout;
- ensure safe and unobstructed access to all relevant areas of the premises at the agreed time;

- inform Fixfire of any known hazards before the assessment visit, including the presence of asbestos, hazardous substances, high-risk processes or structural deficiencies;
- provide relevant documentation where available, including previous fire risk assessments, fire alarm certificates, emergency lighting records, maintenance records, fire evacuation plans, fire training records, and any correspondence with the Fire Authority or Building Control;
- notify Fixfire if the Fire Risk Assessment may require revision due to changes to the premises, occupancy, processes or any other relevant factor;
- ensure that the Fire Risk Assessment is not relied upon by any person or organisation other than the Client.

3.2 Fixfire shall be entitled to rely on the accuracy and completeness of all information and documentation provided by the Client. Fixfire shall not be liable for any inadequacy in the assessment caused by inaccurate, incomplete or withheld information.

4 The Fire Risk Assessment Report

4.1 On completion of the assessment, Fixfire will provide a written Fire Risk Assessment report detailing its findings, significant findings, and recommended actions ("the Report"). Draft reports will be clearly marked as drafts and should not be relied upon until the final signed version has been issued.

4.2 The Report should not be considered valid and should not be relied upon until it has been finalised, signed by Fixfire and paid for in full by the Client.

4.3 All copyright and intellectual property rights in the Report vest in and remain the property of Fixfire. The Client is licensed to use the Report solely for compliance purposes in relation to the assessed premises. The Report must not be altered, reproduced, distributed or sold by the Client without Fixfire's prior written consent. Fixfire reserves the right to revoke this licence if the Client fails to pay the applicable fees.

5 Validity and Review

5.1 The Fire Safety Order does not specify a fixed frequency for reviewing fire risk assessments, but requires review at regular intervals and following significant changes. It is recommended best practice to review the assessment annually.

5.2 The Client must ensure the assessment is reviewed and, where necessary, revised following: (a) any significant change to the premises; (b) any fire-related incident; or (c) any reason to believe that the assessment is no longer valid.

5.3 Where a review or revision is required, the Client should engage Fixfire to carry out a new assessment. If the Client engages another party to revise or amend Fixfire's Report without Fixfire's involvement, Fixfire shall have no further responsibility in respect of that Report.

6 Payment and Cancellation

6.1 Fees for FRA Services are as stated in the Quotation. Invoices are due for payment within 30 days of the date of invoice. Fixfire reserves the right to withhold the final Report until payment has been received in full.

6.2 The Client must give not less than 5 working days' written notice of cancellation of a scheduled assessment visit. Late cancellations and abortive visits (where access is not available at the agreed time) will be charged at the full fee stated in the Quotation, or such lesser sum as Fixfire may determine at its discretion.

7 Liability

7.1 Fixfire's liability in connection with FRA Services is subject to the general limitation of liability provisions set out in clause 5 of the General Terms and Conditions of Sale above.

In addition, Fixfire shall not be liable for:

- loss arising from the Client's failure to implement recommendations contained in the Report;
- loss arising from the Client's provision of inaccurate, incomplete or misleading information;
- loss arising from changes to the premises, occupancy or processes occurring after the date of the assessment;
- loss arising from areas of the premises to which Fixfire was not given access;

- loss arising from latent, concealed or hidden defects not identifiable by visual inspection; or
- any claim made more than six years after the date of the relevant assessment.

7.3 The Client shall indemnify Fixfire against any claims, costs, damages or liabilities arising from the Client's failure to comply with its obligations under 3, or from the use of the Report by any person other than the Client.

8 Conflict of Interest

Both parties agree to disclose promptly any actual or potential conflict of interest that may arise in connection with the FRA Services. In the event of any disclosed conflict, the parties shall work together to find an appropriate resolution that preserves the integrity of the assessment.

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