



## Standard Terms and Conditions of Sale

### 1. General

These terms and conditions shall override any terms and conditions sought to be imposed by the Customer.

### 2. Extent of the Training or Consultancy

2.1 **F.I.R.E LTD** hereafter referred to as the Company, undertakes to:

2.1.1 Send a qualified employee to provide training or consultancy work.

2.1.2 Provide each student attending a training course with a certificate of attendance, where appropriate.

2.1.3 Undertake a survey of the building in the case of conducting a fire risk assessment and create a written report generally in accordance with the recommendations of PAS79:2012.

2.2 Customer agrees that the method of delivering the training or consultancy shall be decided by the Company.

### 3. Charges and Prices

The Company will provide a firm quotation before undertaking any training or consultancy work and reserves the right at any time to amend the Fee at its discretion if additional time is expended over that quoted for.

### 4. Payment

4.1 Payment in respect of each invoice shall be in accordance with the terms declared on our invoice and in any case not later than 14 days from the date of the invoice. The Customer shall be liable to pay interest at the rate of 4% over HSBC base rate calculated on a daily basis on all overdue accounts.

4.2 Payments made by company credit card will be subject to a 3% surcharge.

4.3 The Company reserves the right to refuse entry to any delegate where payment has not been received in full.

### 5. Retention of Title

All goods, documents, certificates and parts will remain the property of the Company until the invoice has been settled in full and the Customer shall remain a bailee only until payment is made.

### 6. Cancellation

6.1 A pre-arranged training course or individual place on a scheduled Company training course can be cancelled without charge by providing notification in writing to arrive at our offices at least **14 days** before the start of the course. The cost of the course or place(s) on a scheduled course will be due in full if less than **14 day's** notice is given to the Company prior to the start of the course. We will accept substitution of another delegate on condition that written notification is received by the Company before the course start date. If the Customer does not want to substitute the place to another delegate a percentage of the course fee may be credited (at the sole discretion of the Company) as payment towards a place on a future course so long as this runs no later than 12 months from the date of the original course that was booked.

6.2 The Company reserves the right to cancel or postpone courses, the Company will not be held liable for any expenses either direct or indirect, or for loss of time, earnings or business, incurred as a result of the postponement or cancellation. The Company will offer alternative training arrangements where possible.

### 7. Complaints

Any complaint by the Customer must be notified by the Customer to the Company in writing to be received within **14 days** from the date of invoice. In extreme cases complaints will be dealt with by the Company using the UK Fire Association complaints procedure to achieve resolution.

## 8. **Limitation of Liabilities and Indemnity**

- 8.1 The liability of the Company for loss or damage whether direct or consequential (other than as provided in such warranties) is hereby excluded to the fullest extent possible.
- 8.2 The Company offers no (and shall have no liability under any) warranty or condition (express or implied) in respect of goods, materials or services of a third party supplier but the Company shall if requested by the Customer (and if the Company considers it appropriate and practical to do so) assist the Customer to obtain the benefit of such warranties as are available to it in favour of the first users of goods or service.
- 8.3 The Customer shall indemnify the Company and its employees and agents against all third-party claims relating in any way to goods or services supplied by the Company or arising from breach or negligence in connection with this agreement.
- 8.4 It is the responsibility of the Customer to ensure that the course booked is suitable for the delegates needs and abilities and that the delegate receives and understands the joining instructions.

## 9. **Termination**

The Company may terminate this agreement on giving written notice of termination if the Customer is in breach of this agreement or any other agreement with the Company (such breach, if remediable, not having been remedied with 7 day's notice from the Company) or any judgement against the Customer is unsatisfied or (being an individual) the customer dies or commits any act of bankruptcy or (being a corporation) the Customer enters liquidation or suffers the appointment of a receiver or administrative receiver or administrator.

## 10. **Waiver**

No relaxation, forbearance, delay or indulgence by the Company in enforcing any of the terms and conditions of this agreement nor the granting of time by the Company to the Customer shall prejudice affect or restrict the rights and powers of the Company hereunder nor shall any waiver by the Company of any breach thereof.

## 11. **Miscellaneous**

- 11.1 The Company shall include all its successors and assigns.
- 11.2 The Customer shall not be entitled to assign any of its rights under this agreement.
- 11.3 Clause headings are convenience of reference only and shall not affect the construction of this agreement.
- 11.4 Should there be more than one Customer under this agreement their liability shall be joint and several.
- 11.5 This agreement shall be governed by English law and the Customer submits to the non-exclusive jurisdiction of the English Courts.
- 11.6 No addition to modification of this agreement shall form part thereof unless made or accepted by the Company and the Customer in writing.
- 11.7 Any provision of these conditions held by a court of law to be invalid shall be severable and shall to the extent necessary to prevent such invalidity be deemed to be omitted from these conditions and any liability which would otherwise have been excluded or limited shall be nevertheless be subject to the remaining provisions of these conditions.

## 12. **Force Majeure**

The Company will not be held responsible for failure on its part to deliver goods or services caused for reasons outside of its control. These may typically include war, riots, fire, flood, freezing conditions, hurricane, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies and government action prohibiting or impeding any party performing its respective obligations.

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# **F.I.R.E Limited**

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