

# Trinity Fire and Security Systems Ltd

## TERMS & CONDITIONS

### 1 APPLICATION

1.1. These Terms and Conditions shall apply to any contract for the sale of Equipment or Materials and/or the carrying out of Installation, Maintenance and/or Commissioning by Trinity Fire and Security Systems Ltd and are to assist both the Customer and Trinity Fire and Security Systems Ltd in clarifying respective responsibilities and supersede any previous Terms and Conditions of Sale, Installation, Maintenance and Commissioning published by Trinity Fire and Security Systems Ltd.

1.2. In these Terms and Conditions, the following expressions shall have the following meanings;

"The Company" means Trinity Fire and Security Systems Ltd (TFS), its assignee(s) and/or its subcontractor(s);

"Acceptance" means the successful completion of Installation and/or Commissioning, irrespective of whether a separate Acceptance Certificate is required or not.

"Acceptance Certificate" means the certificate of acceptance issued by Trinity Fire and Security Systems Ltd (TFS) to the Customer following Installation and/or Commissioning;

"Acceptance Date" means the date upon which the Acceptance occurs;

"Additional item(s)" means the following where incurred:

Any special packaging costs under clause 4.4.

Transportation costs under clause 4.4. Where the Customer has requested express same day, overnight delivery or any other similar service

or where the price payable (exclusive of Value Added Tax) is £1,000 (One Thousand Pounds) or less;

or any extra costs incurred as a result of delay caused by the Customer;

or any variation required by the Customer and accepted by the Company in respect of the Equipment or the services.

"Commissioning" means the engineering test to be carried out on and at the site to Equipment whether supplied by the Company or not in accordance with the Specification;

"The Commissioning Engineer" means the Company's Commissioning Engineer;

"the Contract" means any quotation or contract for the supply of Equipment and/or the carrying out of Installation and/or Commissioning by TFS on these Conditions of Sale of Equipment, Installation and Commissioning and any other document incorporated in a contract between TFS and the Customer;

"The Customer" means the buyer or employer under the Contract.

"The Equipment" means the equipment or materials the subject of the Contract;

"Installation" means the civil works to be carried out on and to the site in order to install the Equipment whether supplied by TFS or not in accordance with the Specification;

"Normal Working Hours" means 08.30 to 17.00, Monday to Friday excluding Bank Holidays and days in lieu thereof;

"The Site" means the site where the Installation and/or Commissioning is to take place;

"The Site Representative" means the Customer's site representative who is technically competent and qualified and has specific knowledge of the Site, the Installation and Commissioning;

"The Specification" means the detailed list of works of Installation and commissioning to be carried out on and to the Site and attached to the Contract;

"Working Day" means Monday to Friday between 08.30 – 17.00

Any reference to Standards will mean the latest / current version

### 2 OTHER TERMS OR REPRESENTATIONS

2.1. No other standard Conditions or Terms shall apply to the Contract.

2.2. The Customer shall not rely upon any oral terms or representation unless confirmed by TFS in any document.

2.3. In the case of any inconsistencies between the terms contained within these Terms and Conditions and the terms specified by TFS in any contract or other document incorporated in such contract, the latter shall take precedence.

### **3 AGREEMENT**

3.1. TFS shall be bound by any Contract signed by a duly authorised signatory of TFS. A proposal given by TFS is not an offer capable of acceptance so as to make it a binding Contract.

3.2. Not used

3.3. If any Term put forward by the Customer is inconsistent with these Terms and Conditions or any other Term specified by TFS, the proposal shall be deemed to be a counter offer capable of acceptance by any conduct by the Customer indicating intention to proceed with the transaction.

3.4. TFS reserves the right to refuse to accept any order based upon a proposal more than 60 days old in age unless otherwise stated in the proposal to be open for a longer period and the proposal has not been withdrawn in that period.

3.5. Where the order for Equipment is based upon the standard price list of TFS the price shall be valid provided that delivery is to take place within 30 days of the date of order.

### **4 SALE OF EQUIPMENT**

4.1. Where no specific instructions are given to TFS about the manner in which the Equipment is to be delivered or the delivery address then unless otherwise specified, TFS shall deliver the Equipment to the location mentioned in the order by such transport and in such instalments as TFS shall determine.

4.2. The cost of delivery of the Equipment shall be an Additional Item.

4.3. Delivery of standard Equipment will normally be within 10 days of receipt of order, but time is not of the essence of the Contract. Non-standard equipment will be delivered as and when available.

4.3.1 Any short delivery or missing Equipment must be reported within 24 hours of delivery.

4.4. Any other method of delivery or any special packaging requirements must be specified by the Customer at the time of the order and shall be an Additional Item.

4.5. Delivery of standard Equipment is generally supplied from stock, but it is advisable to allow 2 weeks wherever possible in case of temporary stock shortages.

4.6. Delivery times are those anticipated from the date of receipt by TFS and assume that there is a clear trading account in existence. New accounts should add 2 weeks to the delivery time quoted to allow clearance of trade references

4.7. Where the contract is for Supply only or Supply and Commission, responsibility for safe storage and security of the Equipment lies with the purchaser. Replacements for any lost Equipment will be charged for at the Company's standard prices.

4.8. In the event of a 'No Deal' BREXIT, equipment delivery times may be affected. Should this scenario occur TFS will not accept any liability for delay in completion of its obligations.

### **5 NON-DELIVERY AND DAMAGED EQUIPMENT**

5.1. From the time when the Equipment is despatched from TFS's premises whether by carriage or by collection by the Customer or by delivery to the site, the risk of any loss, damage to or deterioration of the Equipment shall be and remain with the Customer notwithstanding that TFS may arrange carriage. TFS shall be under no liability arising from their choice of carrier or carriers, or from the act or omission of such carrier or carriers and the Customer waives all rights under section 32(2) of the Sale of Goods Act 1979 in addition, to any other rights hereby excluded or restricted.

5.2. TFS shall not be liable for any expenses, losses or damages caused by any delay in delivery and delays shall not entitle the Customer to rescind the Contract.

5.3. In cases where the Company delivers directly or contracts directly with the carrier, then the Company will at its option either repair, replace or issue a credit note in respect of equipment lost or damaged in transit (other than by default of the Customer) provided that:

5.3.1. The Customer specifies on the carrier's consignment note details of such loss or damage; and

5.3.2. In respect of complete non-arrival of all of the equipment comprised in the Contract, written notification is to be made to TFS within three days of the date of the despatch of the Equipment and separately to the carrier within the period stipulated by the carrier's terms and conditions of carriage for claims against the carrier

5.3.3. In respect of damage to all or part of the Equipment or loss of part of the Equipment comprised in the Contract, written notification is to be made to TFS within 24 hours of delivery of the Equipment (which will normally be stated on the carrier's consignment note) and separately to the carrier within the period stipulated by carrier's terms of carriage for claims against the carriers. On request, TFS will inform the Customer of the name and address of the carrier and any time limit for claims stipulated by them.

5.4. Once the Equipment is ready for delivery, TFS shall be entitled to invoice and be paid for the Equipment as if they had been delivered if for any reason the Customer does not arrange for or accept delivery. TFS shall arrange storage for the Equipment and the cost of storage shall be an Additional Item.

5.5. Where the Equipment is to be delivered in instalments, each delivery shall constitute a separate Contract and failure by TFS to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

5.6. All requests for returns must be made within 30 days of receipt of the Equipment and will only be considered providing the Equipment is returned in their unopened, undamaged original packaging. All returns will be subject to a 20% restocking charge. Items supplied that are deemed to be non-standard, special or pre-programmed will not be returnable unless faulty.

5.6.1. Any packaging and postage costs in respect of returns remain the responsibility of the purchaser

5.7. Equipment reported or returned as 'Faulty' will be returned to the manufactures for investigation. Credits will only be issued on confirmation of the faulty product by the manufacturer. Should the manufacturer advise that the returned product has been incorrectly used, connected or subjected to any act outside of their control, no credit will be available. Replacements will be charged for at the Company's standard prices.

## **6 INSTALLATION**

6.1. Not used

6.2. The Installation shall be in accordance with the Specification (if any) and in accordance with the relevant British and/or European Standard Code of Practice applicable to the Installation

6.3. All prices for Installation are based on the assumption that the Equipment will be surface fixed. Any additional work required to install the Equipment or to achieve a flush Installation shall either be provided by the Customer at its cost, including any redecoration that may be necessary, or shall be an Additional Item.  
TFS shall not be obliged to reinstate or make good any part of the premises at the Site which may be affected by the Installation.

6.4. Not used

6.5. TFS accepts no responsibility for the co-ordination of Installation with any other services provided by third parties. TFS will provide such information as may be reasonably requested by the Customer to assist any such third party, but any alterations to or any re-working of the Installation required by such co-ordination shall be an Additional Item.

6.6. Any request for alterations to or additions to the Installation, whether by way of variations or otherwise, must be in writing and shall be an Additional Item.

6.7. Unless stated in the Specification, no allowance has been made in the price for any inter-connection of the Equipment to any other system or equipment at or on the Site to facilitate the shutdown of the Equipment or remote control.

6.8. Where the Equipment is required to meet a particular level of audibility, whether relating to an identified level of clarity or minimum volumes, TFS accepts no liability to comply with these requirements when the quantities and/or location of Equipment has been instructed by a third party, whether as detailed on layout drawings or Equipment schedules or otherwise. If required, the Commissioning Engineer will carry out a full audibility test on completion of the Installation and report on any defect as an Additional Item. The cost of any work involved in raising the level of audibility shall be an Additional Item.

6.9. Unless specifically stated in the offer, Systems that use Voice Alarms to have their Speech Intelligibility confirmed via RASTI Testing have not been included. Where such tests have been specifically included and documented in our quotation, they will be carried out only after full on site tests, which will need to be carried out after the main structural works have been completed.

6.10. The price for the Installation shall include Commissioning upon completion of the Installation in accordance with clause 7

## **7 COMMISSIONING**

7.1. Where the Equipment to be commissioned has not been installed by TFS, the Customer will be required to provide a Site Representative on the Site for the period of Commissioning

7.2. Before the Commissioning Engineer will commence any connection or testing work as part of the Commissioning, the Customer must issue to the Commissioning Engineer for retention a complete set of all cable test sheets which must detail as a minimum the information required under the then current IEE Regulations.

7.3. Where the Commissioning involves fire alarm systems, any documents not available to the Commissioning Engineer, will be recorded on the Commissioning Certificate as being a variation from the current version of BS5839 part 1: section 5

7.4. The Commissioning Engineer will carry out low voltage continuity earth line resistance and capacitance tests on all circuits as part of the Commissioning and any failures will be notified to the Site Representative who will be required to instigate the clearance of these faults.

7.5. The Commissioning Engineer must be satisfied prior to commencement of Commissioning that all cables are clearly marked and identifiable as well as all conductors.

With particular regard to Commissioning involving fire alarm systems, all cables and conductors must be appropriately identified and if not, this will be recorded on the Commissioning Certificate being a deviation from BS5839 Part 1

7.6. In the event of any delay of Commissioning and which is not due to the failure of TFS and whether caused by the Customer or otherwise, TFS retains the right to charge as an Additional Item for either an abortive visit or for the additional hours incurred in waiting for the faults to be rectified. Any such Additional Item will be charged at the then hourly rate for Commissioning services. In addition, any time lost due to lack of access to the site on the pre-arranged day, incomplete works, unavailable access equipment or lack of installed drawings will be charged as an Additional Item.

7.7. The Commissioning Engineer will provide a separate time sheet covering the additional time involved in the Commissioning which must be signed by the Site Representative. The failure by the Customer to acknowledge and accept these charges as they are incurred will result in the Commissioning Engineer not returning to the Site to complete the works.

7.8. The cost of Commissioning only includes the final connection of any control Equipment. All field Equipment must be connected by the time the Commissioning Engineer attends the Site. If any cables are to be terminated by the Commissioning Engineer then these must, where applicable, be glanded and stripped ready for termination. Additional costs will be incurred for this facility.

7.8.1. Commissioning includes testing Outputs of Interface devices, NOT the actual operations of the system.

7.9. Where the order is for supply and Commission only, any Detector Heads should not be fitted by the Customer until all cable testing has been completed. Addressing fault free cabling, devices and installation of detectors in the correct place remains the responsibility of the Customer.

7.10. The Customer will be required to provide all analogue and addressable systems programming data at least 10 working days prior to Commissioning. The failure by the Customer to provide such data may delay the Commission for which TFS will not be liable. The delay in providing this data may also require the Commissioning Engineer to make an additional visit or visits for which an Additional Item may be charged.

7.11. The Customer is responsible for and required to make available to the Commissioning Engineer all installed drawings and zone charts for specific schematic drawings. If requested at the time of commencement of Commissioning, the Commissioning Engineer will, during such Commissioning, be prepared to assist to ensure that on addressable systems the correct address numbers are provided for inclusion on their own as installed drawings.

7.12. Any Equipment supplied by TFS which is to be commissioned will be tested in the presence of the Site Representative. If a Site Representative is not present then the Customer will be deemed to accept the commissioning as if the Site Representative was present.

7.13. The Customer is required to give at least 10 working days' notice for the attendance of the Commissioning Engineer.

7.14. The Commissioning allows for one final handover to the Customer. In the event the Customer requires any third party to be present to approve the Commissioning, then the Customer must arrange the time and any additional visit required to demonstrate the system to any third party will be an Additional Item.

7.15. At commissioning, TFS is often unable to test with full operational noise levels present, in which case, TFS will be pleased to conduct a further test at a later date. This would be charged as an Additional Item based on the engineering time on site.

7.16. On completion of the works, TFS recommends that the new commissioned system is placed into soak test for a period of one week prior to the official handover. This will allow the system to be monitored for any potential sources of false alarms and to allow the quiescent parameters to settle down.

7.17. 'Soak Test' means that the system will be 'live', but that it will not be connected to any remote monitoring centre and the audio/visual alarms may be disabled. During 'Soak Test', Call Points should have the 'not in use' insert fitted.

7.18. Standard Commissioning is for 'one out, all out' Cause & Effect philosophy. Development or more complex Cause & Effect Commissioning will be charged as an Additional Item, as will multi-panel or networked installations.

7.19 TFS often supply smoke detectors with dust caps fitted. These are designed to keep builders dust and other pollutants out of the detectors during 'building works'. They should be left in place on detectors until commissioning, and will be removed by the Commissioning Engineer. Commissioning before builders work is complete results in detectors being contaminated by dust and increases the likelihood of false alarms and premature failure. Contaminated devices will incur additional costs for either cleaning or replacement.

7.20 TFS will not re-fit dust caps after commissioning unless given an instruction to return to site to re-commission when builders work is complete.

## **8 DATE FOR INSTALLATION AND/OR COMMISSIONING**

8.1. The Installation and/or Commissioning shall be carried out by TFS during Normal Working Hours unless otherwise specified. Any date mentioned by TFS in the proposal is a proposal only and not a term of the Contract.

8.2. If Installation and/or Commissioning is delayed by any circumstances outside TFS's reasonable control (including, without limitation, war, civil disorder, natural disaster, fire, flood, theft, industrial dispute, delay by suppliers carriers or other subcontractors, inability to obtain materials labour or manufacturing services from usual sources, manufacturing faults, or acts of omissions of the Customer), the date for Installation and/or Commissioning shall be extended until a reasonable time after such circumstances have ended.

8.3. The Customer's acceptance of Installation and/or Commissioning shall constitute a waiver of any claim by the Customer in respect of delay.

8.4. The Customer shall pay as an Additional Item for any work carried on outside the Normal Working Hours.

8.5. Any act or omission of the Customer causing any delay of 30 minutes or more during the Normal Working Hours shall be charged as an Additional Item.

## **9 ACCEPTANCE**

9.1. The Equipment, Installation, Maintenance and Commissioning shall be deemed to have been accepted by the Customer and in all respects in accordance with the Contract on signature by the Customer of the Acceptance Certificate, or where the Equipment is not installed by TFS upon the expiration of three days after delivery unless the Customer gives notice of rejection within that period.

## **10 THE CUSTOMERS OBLIGATIONS**

10.1. The Customer shall ensure that the Site and access to it are safe and suitable for the Delivery, Installation and Commissioning of the Equipment, that all necessary licenses and consents have been obtained, and that there are suitable power supplies for hand tools, adequate lighting, toilet and rest facilities, secured facilities for the storage of plant and machinery necessary to carry out the Contract and an acceptable and safe working environment.

230 volt AC 13 amp unswitched fused spur supplies are to be provided adjacent to the proposed panel/charger/control locations which must be certificated to the current edition of the IEE Wiring Regulations.

As far as access to the Site is concerned, the Customer will be expected to provide TFS with such information and plans as may be reasonably required including details of any security arrangements to enable TFS to fulfil its obligations under the Contract.

10.2. The Customer shall provide at its own cost TFS with all facilities and help that it may reasonably require including (without limitation) access to the Site at all times, parking space and all necessary ladders and scaffolding or other items required for access to the Site, which shall be safe to use and comply with all relevant Health and Safety legislation and in particular with regard to fire alarm beam detectors, suitable access will be required to safely access both ends of each beam set simultaneously.

10.3. The Customer must advise TFS of the existence of concealed pipes, wires and cables for water, gas, electricity, telephone, computer, data communication and other such services affecting the Site and shall confirm the location of such services to TFS before Installation and/or Commissioning commences. In the absence of such notice, TFS accepts no liability for damage to such services or any loss, damage or injury whatsoever incurred or sustained in consequence thereof as the Customer hereby acknowledges, and the Customer shall indemnify TFS against any claim whatsoever for loss damage or injury resulting from damage to such services as aforesaid.

10.4. The Customer shall be responsible for and reimburse TFS for any charges made by the Police, Fire or any other authority to TFS in connection with the Installation and/or Commissioning.

10.5. The Customer shall only operate the Equipment after the Acceptance Date and in the case of Equipment installed by TFS shall only operate the same in accordance with the written information and instructions which may from time to time be supplied by TFS to the Customer.

10.6. Such facilities as are reasonably requested by TFS and not provided by the Customer and which are necessary for the Installation and/or Commissioning shall be provided by TFS and charged to the Customer as an Additional Item.

10.7. The Customer shall ensure that there is no interruption to the work of Installation and/or Commissioning. The price is based on the assumption of full continuity of work and that TFS shall have unhindered access during normal working hours.

10.8. The Customer shall be responsible for complying with all instructions of the Manufacturers of the Equipment for its use, particularly with regard to any environmental conditions.

## **11 PRICE AND PAYMENT TERMS**

11.1. The price payable under the Contract shall be as specified in TFS's proposal, together with Value Added Tax and any other tax, duty or levy chargeable in respect of the Contract. The price specified is nett and no deduction for early settlement or retention or for any set-off or counterclaim may be made. Unless specified in the proposal, no main Contractor's discount has been allowed for in the price.

11.2. Unless otherwise stated, any Additional Items shall be added to the price.

11.3. Unless otherwise specified the Customer shall pay the price and Additional Items (if any) as follows:

- a) in the case of Equipment, within 30 days of date of Invoice or Application in which the Equipment was despatched by TFS;
- b) in the case of Installation and/or Commissioning within 30 days of date of Invoice or Application in which the appropriate Certificate is issued;
- c) in the case of any interim account, within 30 days of date of Invoice or Application to which the account relates.

11.4. TFS shall be entitled to render to the Customer an interim account every month for all work of Installation and/or Commissioning where the work at the start of the Installation and/or Commissioning quoted is likely to exceed 20 working days.

11.5. TFS reserves the right to charge interest at 7% above Bank of England base lending rate for the time being on any overdue payments until repaid in full.

11.6. TFS reserves the right to recover from the Customer all direct expenses reasonably incurred by TFS in connection with any overdue sums.

11.6.1. Without prejudice to any other rights of TFS, and by reason of a Credit Check, if there is any reason to doubt that the amounts due from the Customer under the Terms of the Contract will be paid in full according to the Terms thereof, then TFS reserves the right to payment in full before delivering the Equipment or performing the Installation or Commissioning or any other services whatsoever for the Customer.

11.6.2. The Customer shall indemnify TFS against all losses sustained or extra expenditure incurred as a result of such a suspension of Delivery or Installation or Commissioning including a reasonable allowance for storage.



11.6.3. Where payment requested in accordance with this Condition is not received within 30 days of demand, TFS reserves the right to sell or dispose of the Equipment produced or acquired for the Customer and to recover any additional loss from the Customer.

11.7. Where the Equipment is to be delivered by instalments and the price thereof is payable by instalments, the failure to pay any outstanding instalment invoiced to the Customer shall entitle TFS to refuse to supply any further Equipment to the Customer and to recover by action the whole or part of any price which is due unpaid in addition to any other rights or remedies under the Contract.

11.8. In the event of a 'No Deal' BREXIT, import tariffs may be imposed or equipment prices may rise. TFS reserve the right to pass these costs on to the customer as applicable.

## **12 RETENTION OF TITLE**

12.1. Legal ownership of the Equipment is to remain vested in TFS until both the price for the Equipment and any Additional Items have been paid for in full, and until full payment has been received by TFS under any other contract with the Customer for which payment is outstanding.

12.1.1. If the Customer obtains possession of the Equipment prior to such payment, the Customer shall hold the Equipment in a separate and identifiable form as Bailee and fiduciary agent for TFS;

12.1.2. Failure to pay the full amount when due shall give TFS or its employees or agents, the right to repossess the Equipment (and enter the Customer's premises for that purpose if necessary) with or without notice and without liability and, at its option, to avail itself of any other legal remedy.

12.1.3. TFS shall have the right to sell the Equipment once it has been re-possessed under this Condition.

12.2. Notwithstanding this clause 12, TFS shall be entitled to maintain an action for the price of the Equipment and Additional Items at any time after the date when payment is due.

12.3. The Customer may contract to sell the Equipment to a third party in return for valuable consideration provided always that the Customer shall account in a fiduciary capacity to TFS for the proceeds of sale (to the extent of the Customer's indebtedness to TFS) keeping the same separate and identifiable from its other monies. The Customer's rights under this clause 12.3 shall cease if an event specified in clause 20 occurs to the Customer.

12.4. If prior to payment in full being made the Equipment becomes commingled with similar equipment belonging to the Customer and/or any third party the Customer shall hold TFS's proportion of the commingled Equipment or their proceeds of sale on trust for TFS. TFS shall be treated as a tenant-in-common of the commingled equipment and the Customer shall hold as trustee for TFS's proportion and (if the commingled equipment has been sold) pay to TFS its due proportion of the proceeds of sale.

12.5. Where the Equipment is attached to either buildings or plant or machinery of the Customer, the Customer agrees that it is not its intention that the Equipment thereby becomes fixtures and fittings or part of the plant or machinery, but the Equipment shall remain as chattels and be severable from the buildings or plant or machinery.

## **13 VARIATION WORK**

13.1. TFS will consider any reasonable request by the Customer in respect of variation work, whether by way of addition, omission, or substitution of any work, whether Installation or Commissioning. The price of any such variation work shall be an Additional Item in accordance with TFS's day work rates.

## **14 CANCELLATION**

14.1. TFS will accept a cancellation of an order for Equipment if, and only if, said Equipment has not been despatched and is carried as part of its normal stock. Such cancellation must be confirmed in writing and accepted by a director of TFS. A charge of 10% will be made for any stock cancellations.

14.2. In the case of all other orders, whether for Equipment, Installation, Maintenance or Commissioning TFS will not accept cancellation.

14.3. TFS reserves the right to levy a minimum cancellation charge and re-stocking charge of 25% of the value of any order for Equipment which is accepted, or 35% if the equipment has already been delivered at the time of collection.

## **15 IMPROVEMENT TO SPECIFICATION**

15.1. TFS's policy is one of continued research and development and TFS reserves the right to amend or change any Equipment Specifications or products listed in the Specification at its discretion at any time without notice.

15.2. TFS also reserves the right because of difficulties in obtaining supplies to use at its discretion Equipment and materials other than those specified provided that this does not materially affect the performance of the Equipment or the system.

## **16 TECHNICAL INFORMATION/ADVICE**

16.1. TFS does not provide drawing office facilities for the sale of equipment only.

16.1.1 TFS is not able to provide drawings in any format required for a Customer's Building Information Module (BIM) unless expressly stated and costed in the proposal document. However, TFS will assist in obtaining electronic files from its suppliers.

TFS accepts no responsibility for any costs associated with the building of electronic files when these are not available from its suppliers for standard or other products.

16.2. Any technical information supplied by TFS shall only be relied upon by the Customer if confirmed in writing by TFS. TFS is not liable for any such technical information provided verbally by its employees. TFS relies upon the information supplied by the manufacturer of the Equipment and shall, wherever so practicable, supply the Customer if so requested with copies of the manufacturer's technical information.

## 17 LIABILITY

17.1. TFS has no special knowledge of the nature and value of the contents of the premises at the Site for which the Equipment has been specified and in which it is to be Installed, Maintained or Commissioned or of the nature of the risks to which the premises and their contents will be or may from time to time be exposed. The potential loss or damage which the Customer might suffer is likely to be disproportionate to the price that can reasonably be charged by TFS under agreements of this nature. As the Customer knows or should know the *extent* of such potential loss or damage and is *therefore in* the best position to do so, it should insure against all likely risks. Accordingly the Customer accepts that it is reasonable that TFS limits its liability to the Customer as set out below, which specifies the entire liability of TFS including liability for negligence or consequential losses.

17.2. TFS accepts liability:

17.2.1 for death or personal injury resulting from the negligence of TFS, its employees or agents acting in the course of their employment;

17.2.2. arising out of any breach of the obligations as to title implied by statute;

17.2.3. where the Customer deals as consumer for any breach of any condition or warranty implied by statute as to the Equipment whether as to correspondence with the description or sample or as to its quality or fitness for the purpose or particular purpose;

17.2.4. up to the sum of £250,000 for direct physical damage to the Site to the extent to which such damage or loss is caused by the negligence of TFS its employees or agents whilst working on the Site in the course of their employment.

17.3. The Customer is required to notify TFS of any claim above as soon as is reasonably possible and in any event within 3 months of the act omission or occurrence giving rise to the damage or loss, except that any claim under sub-clause [17.2.4] above shall be notified to TFS within 30 days of the Customer suffering any alleged damage or loss.

## 18 WARRANTIES

18.1 TFS shall pass to the Customer the benefit of the standard 12 month warranty or guarantee given by the Manufacturer of the Equipment supplied to the Customer under the Contract, unless stated otherwise.

18.2. If within 12 months of delivery of the Equipment or where installed by TFS within 12 months of the Acceptance Date any defect (other than normal wear and tear, or corrosion) appears in the Equipment (or, if carried out by TFS its Installation,) TFS shall (at its option) replace or make good the defect, save where the Installation is unreasonably delayed by the Customer, whether by default, negligence or otherwise, the said period of 12 months shall be proportionately reduced by the period of delay.

18.3. TFS shall be obliged under 18.1 and 18.2 above only if:

18.3.1. the Equipment has been operated and maintained properly and in accordance with good industry practice and with any instructions and recommendations made by TFS or the Manufacturer of the Equipment and has not been modified or misused; and

18.3.2. the Customer has given the notice to TFS within 28 days after the appearance of the defect,

18.3.3 If the site is not maintained by TFS, the warranty is limited to replacement of the device only. (Attendance to the Site or labour is not included under these warranty terms)

18.4. Any visits to the Site of the Customer whether in connection with Equipment supplied or Installed, Maintained or Commissioned will require written instructions from the Customer. The attendance of the Commissioning Engineer to the Site whether to carry out repairs, investigate reports of false alarms or faults on the Equipment whether Supplied, Installed, Maintained or Commissioned, caused by misuse, damage, neglect or vandalism will be charged as an Additional Item, it shall be at the cost of the Customer at TFS's then daily work rates.

18.5. Where any Equipment is returned to TFS for repairs, then unless otherwise agreed, the Customer shall be responsible for the costs of carriage to TFS.

## 19 EXCLUSION OF LIABILITY

19.1. Except as provided for in Clause 17, TFS shall not be liable to the Customer for any consequential loss or damage of whatsoever nature including, without limitation, loss of use, production, profits, custom or goodwill, damaged property and increased operation expenses (however arising) whether from breach of contract or negligence or otherwise.

19.2. Except as provided for in clause 17, TFS's total liability for all claims of whatever nature and however arising (whether from breach of Contract or negligence or otherwise) against TFS employees and sub-contractors shall be limited to £50,000.

## **20 CUSTOMER'S DEFAULT**

20.1. If the Customer shall fail to observe and perform any of these Conditions or if any distress or execution shall be levied on the Customer's property or if the Customer shall make or offer to make any arrangements with creditors (where the Customer is an individual or firm) if an Interim Order under Section 252 of the Insolvency Act 1986 is made in respect of or a Petition in Bankruptcy is presented against the Customer or (where the Customer is a Company) if a Receiver or Manager of the Customer's assets or an Administrative Receiver or Administrator of the Customer shall be appointed or if a Resolution or Petition to wind up the Customer shall be passed or presented, TFS shall be entitled (in addition to any other rights or remedies) to suspend performance of TFS's obligations under the Contract, or to terminate the Contract or to suspend and later terminate.

If TFS cancels the maintenance as covered under this clause, TFS will write to the Customer at their last known address advising them of the cancellation and the date from which it becomes effective.

## **21 SUB-CONTRACTING**

21.1. TFS may sub-contract the performance of all or any of its obligations under the Contract.

## **22 DESIGN**

### **22 Design Liabilities and Limitation**

Insofar as the design of the Sub-Contractor's Designed Works is comprised in the Sub-Contractor's Proposals and in what the Sub-Contractor is to complete in accordance with the Contractor's Requirements and these Conditions (including any further design required to be carried out by the Sub-Contractor as a result of a Variation), the Sub-Contractor shall in respect of any inadequacy in such design have the like liability to the Contractor, whether under statute or otherwise, as would an architect or, as the case may be, other appropriate professional designer holding himself out as competent to take on work for such design who, acting independently under a separate contract with the Contractor, has supplied such design for or in connection with works to be carried out and completed by a building contractor who is not the supplier of the design.

### **22.1 LPS Accreditation**

22.1. TFS is certificated to LPS1014 and LPS1204. These schemes are administered by the Loss Prevention Certification Board (LPCB) and are the definitive 3<sup>rd</sup> party certification schemes for firms engaged in the design, installation, commissioning and servicing of Fire Detection and Alarm Systems & Gas Extinguishing Systems.

22.1.1 Under LPS1014, all new fire detection systems that TFS installs must be fully compliant with BS5839- part1 and the scope of the scheme. This includes detailed documentation covering the integrity of the finished installation and comprises of:

- As installed drawings
- Full audibility test with readings, including a sample of ambient levels

22.1.2 As required by BS5839- part 1, a Design Certificate is also required to be signed by the person taking responsibility for the Design. This is required prior to the start of Installation.

22.1.3 If the design is not by TFS, the Designer will need to supply this Certificate.

22.1.4 If TFS is responsible for the Design, TFS must be given an instruction by the Customer and their representatives to undertake the design to a certain category, based on a Risk Assessment.

22.1.5 An LPS1014 certificate will be issued on all new Installations except where the Installation is an extension of a non-LPS1014 certificated system.

22.1.6 TFS Labour charges will include the site time required to complete a comprehensive audibility test and to complete the necessary documentation.

### **22.2 NSI Gold Accreditation**

22.2.1 TFS is certificated to NSI NACOSS Gold. This scheme is administered by the National Security Inspectorate (NSI) and is the definitive 3<sup>rd</sup> party certification scheme for Security Systems Services.

22.2.2 Under NSI NACOSS Gold accreditation all new security systems that TFS install must be fully compliant with NSI regulations and the entire scope of the scheme.

22.2.3 As required by NSI NACOSS Gold, all new systems must meet the requirements of the relevant BS and EN standards. An NSI NACOSS Gold Certificate of Compliance will be issued on all new installations except where the installation is an extension of a non-NSI NACOSS Gold certificated system.

### **22.3 Fire Alarm System Design**

22.3.1 Unless stated elsewhere, the proposal has been provided based upon a design by others, therefore responsibility for providing a design certificate to BS5839- part1 is by the originator (i.e. not TFS)

22.3.2 In cases where the system has been designed by TFS to BS5839- part1, the Design Certificate will be raised and uniquely numbered, identifying the system design category and site details, kept on file and issued to the relevant parties upon receipt of the order.

22.3.3 In order to fully comply with BS5839- part1 Category L2, TFS will require specific areas considered to be of a High Fire Risk to be highlighted by a Fire Risk Assessment or Fire Strategy Document developed by interested parties such as Building Control, the Building user, the Fire Authority etc.



22.3.4 BS5839- part1 Category L5 systems are based on specific 'Fire Safety Objectives'. These 'objectives' will have been defined in a Risk Assessment developed by interested parties such as Building Control, the Building user, Local Fire Authority etc. TFS cannot prepare a design to L5 unless provided with specific data for the areas to be covered. If TFS issue an L5 design certificate it will, by necessity, state that the design is based on information provided to TFS by others.

22.3.5 In cases where TFS is replacing all existing equipment on a like-for-like basis only, utilising the existing positions for device selection, zoning etc, TFS cannot be responsible for the design category.

22.3.6 Proposals relating to the positioning of actuation devices have been based on the drawings provided. In the absence of detailed section/structural drawings, TFS cannot accept responsibility for compliance to Standards should additional devices be required to provide protection to compartments, voids, ducts etc., which are not identified by the information provided.

22.3.7 In cases where the system has been designed by TFS, the quantity and location of the alarm sounders is based on the experience of sound levels obtained in general working environments with the intention of meeting the audibility requirements of BS5839- part1. Proposals are given in good faith, but due to the complexity of sound level variation caused by wall partitions, carpeting, furniture and doors, it cannot be guaranteed that all areas will have an adequate audibility level.

22.3.8 Should extra sounders be required, TFS would be pleased to supply these as an Additional Item

22.3.9 Unless stated otherwise, TFS has not carried out a site radio survey and costs for this element of the works are a proposal and based on experience for such applications. Costs are subject to finalisation prior to commencement of the works and variations could be incurred.

22.3.10 Unless a site survey has been carried out with all facilities being in place, such as HVAC etc, TFS will base the proposal on drawings provided. Proposals relating to the positioning of actuation devices, nozzles, pipework and other associated Equipment will be based on the drawings provided or assumed locations if drawings are not provided. In the absence of detailed section/structural drawings, TFS cannot accept responsibility for compliance of Standards should additional mechanical and electronic equipment be required to meet the standards, and such variations will be charged as an Additional Item

#### **22.4 Security System Design & Signalling**

22.4.1 Unless stated otherwise, in accordance with the European Standards and to determine the grading of the Intruder and Hold-Up Alarm System, a site survey and risk assessment of the property must be carried out. The risk assessment relates solely to the grading and design of the proposed Intruder and Hold-Up Alarm System and is based upon information available at the time of survey. It is the Customer's responsibility to ensure that the system grading specified is acceptable to their insurance company.

22.4.2 In cases where TFS is replacing all existing Equipment on a like-for-like basis only i.e. utilising the existing positions for device selection, zoning, circuitry etc, TFS cannot be responsible for the grading of the system.

22.4.3 Proposals relating to the positioning of actuation devices have been based on the drawings provided. In the absence of detailed section/structural drawings, TFS cannot accept responsibility for any Client's specific requirements should additional devices be required to provide protection to areas which are not identified by the information provided.

22.4.4 Unless stated otherwise, TFS has not checked that the design meets the grading that maybe specified or referred to in any specification or drawings referred to or otherwise implied.

22.4.5 When an Intruder and Hold-Up Alarm System is being un-set, the Police have historically been called to a high incidence of false alarms. In view of this, additional safeguards are now required for some un-setting methods. The proposal details the suggested un-setting method. However, TFS advises that the Customer's insurance company is contacted to confirm that this method is acceptable to them.

22.4.6 The Intruder and Hold-Up Alarm System external audible warnings will be fitted with a cut-out facility to operate after 15 minutes following alarm activation. After the operation of the cut-out device, the system will automatically re-arm, excluding any circuit(s) which caused the initial activation, but will only operate the local audible warning(s) in the event of a further activation.

22.4.7 In cases where the Intruder and Hold-Up Alarm System is linked to the TFS Alarm Receiving Centre (ARC) and, subject to any verification routines, alarm signals generated from site will be relayed to the Police. TFS would advise that if the Police receive an excessive number of false calls, this could result in the withdrawal of their response to signals originating from the alarm system, leaving the customer on Key holder response only. It is in the Customer's interest to be aware of false alarms and to minimise the risk of occurrence.

22.4.8 The system will either generate open/close signals each time the system is set or unset, or it will generate an abort signal following activation when the code is entered into the keypad. Should TFS receive an intruder signal from site while the system is un-set, or if TFS receive an abort signal within 90 seconds from receiving an intruder signal, the Police will not be called.

22.4.9 All detection devices remain fully active until an authorised Key holder enters the premises via the designated entry route, automatically triggering the entry delay timer. This will allow access to the keypad only to disarm the system.

22.4.10 Where signalling to the ARC is required, TFS will liaise with British Telecom (BT) on behalf of the Customer to install a Block Terminal adjacent to the main control panel to cater for any remote signalling requirements. The Customer will be charged directly by BT for this work.

#### **22.5 Aspirating systems**

22.5.1 Aspirating hardware generally takes 2 – 3 weeks for delivery from acceptance of the flow calculation but can take longer depending on the size or complexity of the system, where bespoke parts need to be designed and fabricated

22.5.2 Once the system has been ordered, final pipe runs and flow calculations are checked and equipment is ordered. This process takes 2-3 weeks but may take longer depending on the complexity of the design. Where equipment is bespoke to the site, additional time will be required to provision such Equipment.

## **22.6 Gas Extinguishing Systems**

22.6.1 Unless otherwise detailed, TFS has assumed that there are no solid lintels/beams or other similar structures that drop by more than 10% of the compartment height. If structures of this nature are found to be present, then additional pipe/nozzles and detection maybe required. Any additional design and installation will be charged as an Additional Item

22.6.2 Not used

22.6.3 TFS has only allowed for the movement of cylinders on flat and stable ground

22.6.4 TFS has allowed for a single delivery of fire suppression hardware. Should separate deliveries be required, these will be charged as an Additional Item

22.6.5 Equipment locations will be agreed prior to installation. Should obstructions be placed within 300mm of a nozzle location and/or prevent the designed pipe routes/cylinder locations being installed from that designed, then costs for the redesign and installation will be charged as an Additional Item

22.6.6 TFS Engineering team will be provided with appropriate Personal Protective clothing. If any special requirements are required by the Customer, such as uniform colour, labelling etc. then this may be charged as an Additional Item

22.6.7 Unless stated otherwise, all prices quoted are based on a continuous work period during normal working hours

22.6.8 TFS have not allowed for any special racking or floor supports for the cylinders, other than that supplied by the Manufacturers.

22.6.9 Where TFS has no access to site to assess the full requirements of:

- How the cylinders will be removed, TFS has assumed that the carriage of the cylinders will be made on level ground. If special equipment is required, this will be charged as an Additional Item.
- The cylinder type, TFS has assumed that the cylinder complies with TPED. If this is not the case, a replacement cylinder will be charged as an Additional Item and could delay the required project delivery
- The cylinder and or valve condition where damage is found, a replacement or repair will be made and charged as an Additional Item.

22.6.10 TFS needs to confirm that replacement cylinders and valves are available for the type and size required. If, on a site visit, suitable replacements are no longer available an updated proposal will be supplied based on an alternative solution.

22.6.11 Where TFS has not been able to confirm the risk type and the volume TFS will be unable to confirm if the quantity and type of gas is appropriate for the risk. It is the responsibility of the Customer to ensure that these details are provided.

22.6.12 For liquefied gases, where the amount of gas recovered does not match that detailed on the label, an additional charge will be made for the difference in that supplied to that recovered.

22.6.13 The Customer is responsible for ensuring that appropriate transport caps and anti-recoil caps (where relevant) are provided. Should these not be made available, additional charges will be made for both the caps and associated abortive visit charges

22.6.14 Special conditions for Extinguishing Systems Maintenance:

- On completion of each visit, the TFS engineer will submit a report with a review and any recommendations
- Cylinders containing extinguishing agents are required to be submitted for periodic testing under the Pressure Equipment Directive (97/23/EC), the Transportable Pressure Equipment Directive (1999/36/EC), and The Carriage Regulations as stated in the relevant British Standards, BS EN 1968, BS EN 1802 and BS EN 1803 dependent on cylinder design. This procedure is mandatory and must be carried out every 10 years. TFS will identify and advise the Customer of this date in order to allow for budgeting purposes.
- Room Integrity Testing – Total Flood Solutions only:
  1. The TFS enclosure integrity test uses the latest Retrotec Fantastic equipment and software and is carried out to EN15004-1 as standard, or can be tested to other standards if appropriate. Please note that gas concentrations have increased as standards have been modified. TFS will advise if the gas concentration in the enclosure does not meet the standard and will make any necessary recommendations.
  2. It is important that the current Cause & Effect is reviewed and provided to TFS as this can have an effect on how the integrity test results are formulated. Unless otherwise instructed, TFS will test on a Descending Interface Model whereby all air circulation systems are switched off when the extinguishing agent is released.

## **23 MAINTENANCE**

23.1 Under the guidelines of BS5839- part1, it is important that any system should be fully maintained at all times.

23.2 Following connection of the signalling system to TFS Alarm Receiving Centre (ARC), there will be a trial period during which Fire, Intruder and Hold-Up Alarm signals will be subject to a Key holder response only and will not be passed to the Police.

23.3 The trial period shall continue until the Fire, Intruder and Hold-Up Alarm System has been free of alarm signals ( which would otherwise have been passed to the Police) for a period of fourteen consecutive days. Should thirty days have passed from connection and the trial period has not been satisfied, then TFS will inform the Customer that the system is still not subject to a Police Response.

23.4 TFS offers one of the following Service Level Agreements (SLAs). Detailed Terms & Conditions, including any exclusions, are outlined within the Maintenance Contract Agreement (a copy of which is available upon request):

- Premium includes labour costs for basic maintenance
- Premium Plus includes Premium and emergency callout labour costs
- Premium Enhanced includes Premium Plus and emergency callout parts cost

23.5 Unless stated otherwise within the proposal, any cost associated with on-going line rental and monitoring charges for digital communicators or RedCare signalling is excluded from the SLA.

23.6 Minimum contract term will be 12 months, unless stated otherwise

23.7 TFS requires 3 months written notice for contract termination

23.8 Costs will be charged in accordance with the Emergency Engineer Callout Rates Schedule and the SLA detailed within the proposal

23.9 Engineer travel costs will be charged at the same rates as those detailed under 27.8

23.10 Chargeable time on site will be in hourly increments and part hours will be increased to the next highest whole hour

23.11 Where TFS is taking over responsibility for Maintenance from another provider, TFS will undertake a basic survey as part of the first visit to verify the state of the system and quality of maintenance records

23.12 Based on findings, TFS may recommend an initial 100% test of the system prior to continuing with the normal routine inspections. This test would be charged separately and would only apply where previous maintenance was poor, insufficient records where available or the system is deemed to be in an unsatisfactory state

23.13 Any problems identified within 90 days of commencement of contract, which in the opinion of TFS, affect the integrity of the system, will be deemed to have existed prior to our involvement and rectification may be subject to additional charge

23.14 TFS reserve the right to offer an alternative Maintenance option based on the findings

## **24 HEALTH & SAFETY**

### **24.1 Competence**

24.1.1 TFS recognises its duty of care under the Health & Safety at Work Act 1974 and other relevant statutory provisions. So far as is reasonably practicable, TFS will provide and maintain a safe and healthy working environment for Company employees. It is expected that any risks associated with site operations will be brought to the attention of TFS in order that this duty of care is not compromised.

24.1.2 TFS provides the highest levels of competence in respect of all work carried out. TFS holds 3<sup>rd</sup> party certification to ISO9001, LPS1014, LPS1204, OHSAS18001, NSI Gold and NICEIC.

24.1.3 Where required, TFS will work with the Customer to ensure that any shortfalls in Fire Strategy competence can be filled through TFS activity, examples of which include false alarm reduction planning, compliance with the Regulatory Reform (Fire Safety) Order 2005, and meaningful maintenance.

### **24.2 Asbestos**

24.2.1 It is important for both TFS and Customers that any asbestos is not disturbed when working on site. At the start of any works, TFS is to be advised of any known asbestos issues on site and shown the asbestos register, unless the Customer confirms in writing that the building is asbestos free. The Customer has a legal obligation to provide TFS with this information.

24.2.2 TFS has detailed procedures covering what to do if asbestos is discovered on a site during works, and engineers are made aware of this through training and tool box talks.

24.2.3 Proposals are provided on the understanding that:

- The areas of works within the building are free from asbestos.
- Any asbestos within the building has been identified clearly and accurately and detailed in the site asbestos register, following a survey undertaken under the authorisation of the building duty holder, and that this information has been brought to the attention of TFS in writing prior to the proposal being issued.

### **24.3 Access Equipment**

24.3.1 Access above 3.5 metres is not provided but may be dependent on pre-contractual agreement. Please see Attendance Schedule. TFS engineering activities will be carried out using standard step ladders. Any other form of access below 3.5 metres, such as podiums, will need to be provided free of charge to TFS in order to carry out their duties.

24.3.2 Special arrangements may be made separately for the hire of scaffolding etc. to access high level detection.

24.3.3 Powered access equipment will only be driven by trained operators assisted by a banksman (if required), who have attended a recognised course and hold an IPAF certificate.

#### **24.4 CDM Regulations**

24.4.1 In accordance with the Construction, Design and Management Regulations (CDM2015), where TFS is appointed as the principal contractor, TFS will adequately plan, manage and resource the work. This will include the obligation of subcontractors to ensure a suitable induction and consultation programme for workers.

24.4.2 Information will be communicated regarding hazards present on site and those created by the design.

24.4.3 TFS will ensure there are adequate welfare facilities on site.

24.4.4 TFS fully accepts and understands its duty role under CDM2015.

#### **24.5 Waste Management**

24.5.1 Waste Management will be in accordance with the TFS Environmental Policy.

24.5.2 Segregated waste systems that are provided will be utilised (if applicable)

#### **24.6 Occupational Health**

24.5.3 Occupational Health will be in accordance with the TFS Occupational Health Policy.

#### **24.7 Noise**

24.7.1 Control of Noise will be in accordance with current legislation and guidance provided by the HSE & Environment Agency.

#### **24.8 Dust**

24.8.1 All reasonable steps will be taken to keep dust to a minimum to comply with all site procedures.

### **25 CONFIDENTIALITY**

25.1 The proposal forming part of this response is confidential information and is proprietary to Trinity Fire & Security Systems Ltd (TFS). This information is supplied without liability for errors or omissions. No part of this document can be reproduced, used or disclosed in any way, without the prior written consent of TFS. The copyright and foregoing restriction of reproductions, use and disclosure extend to all media in which this information may be embodied.

### **26 INSURANCE**

26.1 TFS holds the following insurances; full details are available upon request:

- |                                 |      |
|---------------------------------|------|
| • Employers Liability           | £10M |
| • Public / Products Liability   | £10M |
| • Professional Indemnity        | £5M  |
| • Excess Professional Indemnity | £5M  |
| • Contractors All Risks         | £2M  |

### **27 ENTIRE AGREEMENT**

27.1. This Contract comprises the entire agreement between the parties relating to the subject matter hereof, to the exclusion of all other terms and conditions, prior collateral agreements, negotiations, notices of intention, promises, warranties, undertakings and representations (collectively "representations") other than those representations expressly included in the Contract; the parties agree that they have not been induced to enter into this Contract on the basis of any representations other than those expressly included in the Contract; and neither part shall be bound by or liable for any representation of any kind or nature not expressly included in the Contract.

27.2. The Customer shall not rely on any variation of the Contract or any waiver of any of its terms unless contained in or evidenced by a letter or facsimile transmission sent by or on behalf of TFS.

### **28 NOTICES**

28.1. Any notice by either party to the other pursuant to these Conditions shall be given by letter or facsimile transmission. The notice period either way must be no less than 1 calendar month from the date of the notice.

### **29 LAW and JURISDICTION**

29.1. The Contract shall be subject to and construed in accordance with English Law and both parties hereby submit to the exclusive jurisdiction of the English Courts.

### **30 ARBITRATION**

30.1. Any dispute or difference of any kind whatsoever which arises or occurs between the parties in relation to anything or matter arising under, out of or in connection with the Contract shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators in accordance with the rules of the Chartered Institute of Arbitrators.

Purchase only terms and conditions are available on request