

TERMS & CONDITIONS

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Works

An approximate time to complete the installation, from receipt of deposit, quote acceptance or purchase order is to be agreed, however we will endeavour to complete as quickly as possible. Upon order we can advise on our earliest available date and time to complete the works.

Timeframes are based on continuous work and delays due to other trades, delay in completion of the building or access to areas being restricted to parts of the building by other trades completion of their works prior to us starting. We'll take the time to walk through all the detail, to ensure our installation team have all the information required for this project.

If you have any questions, please ask them directly on the quote and when you're happy to get started, simply accept the quote below.

All equipment, designs and plans provided supporting this quotation are 100% owned by you once all cleared funds have been paid for in full (until payment, they will remain the property of Lantern Fire and Security Ltd).

Project invoices will be sent periodically, relating to work that has been completed to that date.

Payment for terms are 30 days following invoice date unless any prior agreement is made before accepting the quotation.

No retention to be held against the order for this quotation unless agreed in writing prior to acceptance of the quotation.

"1. DEFINITIONS.

- a. ""Company"" means Lantern Fire and Security Limited
- b. ""Purchaser"" means the person, firm, or company placing an order with the Company
- c. ""Goods"" means those goods or services which are the subject of the Purchaser's order and which are to be supplied to, installed for or commissioned for the Purchaser by the Company under these conditions

2. GENERAL. All quotations are made and orders accepted subject to the following express terms and conditions and no additions or alterations shall apply unless specifically agreed to in writing by the Company, notwithstanding any terms to the contrary contained in the purchase order. An order may not be cancelled or varied after acceptance without the written consent of the Company. Such cancellation or variation shall be subject to such reasonable charges as may be appropriate.

3. SPECIFICATIONS. The goods are supplied in accordance with the specification (if any) submitted to the purchaser and any additions or alterations shall be the subject of an extra charge. Any goods not so specified shall be in accordance with

the Company's printed catalogue or the Company's suppliers (subject to any alterations made since publication). If the Company adopts any changes in design or construction of the goods or the specification thereof, the purchaser shall accept the goods in fulfillment of the order.

4. **PRICES AND PAYMENT.** All prices shall be those at the date of dispatch of the goods, not at the date of quotation. We reserve the right to require at any time that goods be paid for prior to dispatch from our works. Where credit accounts are opened to satisfactory references, payment will be due within thirty days of date of invoice or valuation whichever is earlier. Where any order is delivered in more than one installment payment shall be due on each installment separately.

5. **CARRIAGE.** Carriage and packing charges are payable by the purchaser in accordance with the Company's standard rate at the time of being in force. Any additional costs of special transport requested by the purchaser will be payable by the purchaser. Off-loading at point of delivery shall be the responsibility of the purchaser.

6. **LOSS OR DAMAGE IN TRANSIT.** (a) Any claim arising from the delivery of incorrect goods must be accompanied by a copy of the advice of dispatch and be made in writing within a reasonable time of the time of dispatch. (b) No claim for the loss or damage of the goods in transit will be accepted unless the failure of the goods to arrive or their arrival in a damaged condition is notified to the Company within 10 working days of the date of their dispatch.

7. **DISPATCH.** All dates quoted for dispatch are estimates only and are not guaranteed. The Company will endeavor to meet these dates but shall have no liability for any delay in dispatch or delivery or any damaged or loss occasioned thereby. Quotations for goods to be supplied from stock are made subject to goods being in stock and available on acceptance of order.

8. **STORAGE.** In the event of the Company being prevented by the purchaser from delivering the goods to the agreed place of delivery by the due date of delivery, the Company shall store the goods and the purchaser shall be liable to the Company for all reasonable charges arising thereupon, including all reasonable financing and handling charges.

9. **TITLE.** In accordance with the provision in section 19 Sale of Goods Act 1893, the Company reserves the right of disposal of the goods until they have been paid for in full by the purchaser i.e. - the property in the goods shall remain in the Company until it has been met. In the event of the purchaser reselling the goods before that condition has been met the Company's beneficial interest shall attach to the proceeds of such a resale, or to any claim to such proceeds without prejudice to any further claim the Company may have against the purchaser in respect thereof. Notwithstanding the foregoing, the goods shall be at the purchaser's risk from delivery to him or to any carrier or agent acting on his behalf.

10. **GOODS MANUFACTURED OR SUPPLIED TO PURCHASER'S SPECIFICATION.** The purchaser shall indemnify the Company against all damage, penalties, costs and expenses to which the Company may become liable as a result of work done in accordance with the purchaser's specification which

involves the infringement of any letters patent, registered design or other intellectual property rights. In the case of goods manufactured or components supplied in accordance with the purchaser's specification no condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or that they will be suitable for any particular condition notwithstanding that such purpose or conditions may be known or made known to the Company. Process scrap resulting from work carried out on material supplied by the purchasers shall remain the property of the Company.

11. COMPANY'S LIABILITY. The Company shall repair or replace at the Company's option, goods which are defective as a result of faulty workmanship or material and will remedy faulty installation work carried out by the Company or on its behalf if notified in writing to the effect within 12 months of the invoice date.
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"12. Claims will not be accepted in respect of any goods or installations that have been dismantled or altered without the Company's agreement in writing. Charges for the repair of or for remedying installation work alleged to be defective would not be accepted by the Company unless previously agreed in writing.

13. In the case of goods manufactured solely in accordance with the Company's specification and designs and in respect of any installation work carried out by or on its behalf the Company's entire liability and the purchaser's sole remedies shall be as follows:

- a. The Company accepts for death or personal injury to the extent that it results from the negligence of the Company, its employees, agents or sub-contractors.
- b. Subject to paragraph (d) below the Company accepts liability for direct physical damage to tangible damage property to the extent that such damage is caused by the negligence of the Company, its employees, agents, or sub-contractors.
- c. The total liability of the Company to the purchaser over and above any liability to replace under condition 13 above (whether in contract or in tort) including negligence in respect to any one cause of loss or damage claimed to result from any breach of the Company's obligations hereunder shall be limited to actual money damages which shall not exceed the greater of £20,000 or the costs of the goods provided that such monetary limit shall not apply to any liability on the part of the Company referred to in paragraph (a) above.
- d. Except as provided in paragraph (a) above but otherwise notwithstanding any other provision herein contained in no event shall the Company be liable for the following loss or damage howsoever caused and even if foreseeable by or in the contemplation of the Company.
 - i. Economic loss which shall include the loss of profits, business, revenue, goodwill or anticipated savings.
 - ii. Damages in respect of special indirect or consequential loss or damage (other than death, personal injury and damage to tangible property).
 - iii. Any claim made against the purchaser by any other party (save as expressly provided in paragraph (b) above).

14. Except in respect of the liability of the Company referred to in paragraph (a)

above no claim may be made or action brought (whether in contract or tort including negligence) by the purchaser in respect of any goods supplied by the Company more than one year after the date of invoice for the relevant goods.

15. Nothing in these conditions shall confer on the purchaser any rights or remedies to which the purchaser would not otherwise be legally entitled.

16. FORCE MAJEURE. The Company shall be under no liability to the purchaser in any way whatsoever for destruction, damage, delay or any other matters of any nature whatsoever arising out of war, rebellion, civil commotion, strikes, lockouts and industrial disputes, fire, explosion, earthquake, act of god, flood, drought or bad weather, the unavailability or late delivery of supplies, inability to secure labour or requisitioning or other act or order by any government department, council or other duly constituted body.

17. RETURNED GOODS. Goods may not be returned without the written consent of the Company.

ENGLISH LAW. Any contract formed by acceptance of the purchaser's order shall be construed and governed in all respects according to English law.

18. Where stage payments are required applications will be made on agreed dates and invoices will be raised against agreed applications these will fall due for payment 30 days after the end of the month of invoicing."

Maintenance and Repair Contract

The Client wishes to procure the Services from us, and we agree to provide the Services under the terms and conditions set out in this Agreement. The acceptance of this Service and Maintenance Agreement includes the acceptance of these terms and conditions which shall apply between the Parties hereto. These terms and conditions shall apply as the binding and entire contract between the Parties hereto and any terms and conditions of the Client, unless agreed to by us in writing, are excluded from this Agreement.

1. Definitions and Interpretation: In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Site(s)” means the location or locations at which we shall provide the Services as set out in the attached Service and Maintenance Agreement.

“Equipment” is as detailed in the attached Service and Maintenance Agreement.

“Services” means the maintenance and servicing of the equipment to be provided to the Client by us as defined in the attached Service and Maintenance Agreement.

“Commencement date” and “Term” means the commencement date and term as defined in the attached Service and Maintenance Agreement.

“Service Fee” means a fixed sum to be paid to us by the Client as defined in the attached Service and Maintenance Agreement.

“Engineer” means a technical, trained, and competent service or breakdown engineer provided by us.

“Materials” means any component, part and ancillary equipment which may form part of the overall equipment.

“Consumables” means batteries and cleaning agents.

“Ancillary equipment” means pipe work, cabling, and mains electrical wiring.

1.1 Unless the context otherwise requires, each reference in this Agreement to:

1.1.1 “we”, “us” and “our” means the Service Provider.

1.1.2 “writing” and “written” includes emails and transmissions by similar means.

1.1.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

1.1.4 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time; and a schedule, Clause or Paragraph is a schedule, Clause, or paragraph to this Agreement.

1.2 The headings used in this Agreement are for convenience only and shall have no effect upon its interpretation. Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender.

2. Term: The Services will be provided by us during the Term of this Agreement, which shall commence and will continue for a period as defined in the attached Service and Maintenance Agreement.

2.1 The contract will be automatically renewed, with the exception of the price, on the same terms and conditions as set out in this Agreement on a rolling basis for a

minimum period of the original Term unless a 3-month written notice to terminate (pursuant to clause 12 of this Agreement) is given by either party within 3 months prior to the expiry of the original Term

or as otherwise terminated in accordance with Clause 9 of this Agreement.

2.2 Should any site or equipment change during the Term, or any renewed Term, the required changes will be added to the agreement, and we will issue this to the Client with notification of any revised contract price and payment terms.

3. Fees and Payment: The Client shall pay a Service Fee to us as detailed in the attached Service and Maintenance Agreement throughout the original Term or any subsequent rolling Term, in consideration of the Services.

3.1 The Client shall be invoiced separately for any new materials, parts or equipment that are supplied by us at the request of the Client.

3.2 All invoices shall be payable within 30 days from the date of invoice or on completion of the works, as agreed.

3.3 Chargeable repairs and any exclusions that fall outside the scope of this contract are payable on completion unless otherwise agreed us.

3.4 All sums are exclusive of VAT unless expressly stated otherwise.

3.5 Interest shall be paid on all overdue accounts from the date payment was due (as set out above) until actually made at eight percent above the Bank of England Base Rate from time to time during the period in which interest is payable under the Late Payment of Commercial Debts (Interest) Act 1998.

4. Types of Work & Cause Definitions

4.1 "Planned Maintenance" means a pre-planned visit by us to carry out servicing and adjustment of the equipment possibly including the use of consumables and materials, where within the included works.

4.2 "Investigative maintenance" means a maintenance task that, unless otherwise agreed, falls outside the scope of this Agreement, performed to identify, isolate, and rectify a fault so that the failed equipment can be restored to an operational condition.

4.3 "Aborted visit" means a prearranged and confirmed visit where the engineer is unable to gain access to the site for whatever reason and will be chargeable at our discretion.

4.4 "Misuse" means an act of ill-treatment, either deliberate or accidental, which is proven by us and to be disproved by the Client beyond reasonable doubt.

4.5 "Vandalism" means an act of wanton destruction which is proven by us and to be disproved by the Client beyond reasonable doubt.

5. Client's Obligations: The Client shall:

5.1 enable us to access the Sites at all times as we may reasonably require in order to provide the Services. Access shall include the safe use of and access to lighting, access equipment, electrical infrastructure and outlets and any other facilities we may reasonably require.

5.2 ensure the Equipment is accessible and capable of being opened, i.e. doors are not locked.

5.3 ensure that all sites are safe, well maintained, and free from unnecessary risk or hazard.

5.4 maintain adequate lighting in all relevant accessible areas.

5.5 keep all accessible parts of the equipment as clean as practical.

5.6 ensure that they acquaint us with the Health and Safety procedures for the Site including sight of the Asbestos register.

5.7 provide us with detailed reports of any and all previous problems that may require remedy within the Services, including any details specifically requested by us.

5.8 ensure that any materials or equipment are stored and used in an appropriate manner and, where relevant, in accordance with any and all guidelines and instructions issued by the manufacturer; and

5.9 ensure that the Engineer's service sheets and logbook are kept on site and are accessible at each visit. If a replacement is provided by us, it will be subject to a discretionary charge.

5.10 Should the Client fail to carry out any of the above obligations, any delays or Aborted visits will be chargeable at our discretion.

6. Service Provider's Obligations: The Included and Excluded Services under this Agreement are as detailed in the attached Service and Maintenance Agreement.

6.1 We shall use our best and reasonable endeavours to ensure that we do not:

6.1.1 Enter any area that significantly increases risk of damage or injury.

6.1.2 Create any unsafe or hazardous conditions at the Sites.

6.1.3 Without the Client's consent, which cannot be unreasonably withheld, interfere with or impair the operation of, lighting, access equipment, electrical infrastructure, plumbing, fire protection or safety systems at the Site; or

6.1.4 Impose any expense upon the Client without the Client's consent.

6.2 We warrant to the Client that the Services supplied under this Agreement will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks they carry out.

6.3 We do not warrant that all problems can and will be corrected. We will use our best and reasonable endeavours to correct problems however if this is not possible, we can terminate this Agreement by the giving of written notice pursuant to clause 12 below.

7. Guarantee: We offer a 1-year parts only guarantee on any replaced equipment or parts from the date of replacement. This is limited to the extent of any guarantee provided to us by the manufacturer's guarantee or warranty.

8. Liability: We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of this Agreement or as a result of our negligence or breach of contract. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Agreement is created. We will not be responsible for any loss or damage that is not foreseeable.

8.1 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.

8.2 Nothing in this Agreement seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees or sub-contractors); or for fraud or fraudulent misrepresentation.

8.3 Nothing in this Agreement seeks to exclude or limit any of your rights as a consumer, where applicable. More information can be obtained from your local Citizens' Advice Bureau or Trading Standards Office.

8.4 For business Clients, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total price paid under the Agreement in the preceding 12-month period. All warranties, conditions, and other terms implied by statute or common law are excluded, to the fullest extent permitted by law.

9. Termination

9.1 We shall be entitled to terminate this Agreement forthwith in the event that:

9.1.1 We give the Client 30 days' written notice whereby there will be no continuing liability by either Party.

9.1.2 The Client has failed to pay any Fee to us for a period exceeding 30 days and fails or refuses to do so following the expiry of a written notice from us requesting such payment within 14 days: or

9.1.3 The Client is abusive towards us or anyone providing the Services on our behalf.

9.2 The Client shall be entitled to terminate this Agreement within 3 months prior to the expiry of the Term by giving 3 months' written notice of termination to us. In the event that this notice is given by the Client, any sums payable for the remainder of the Term of this Agreement must be paid to us at the same time as notice to terminate is given.

9.3 Either Party has the right to terminate the Agreement immediately if the other:

9.3.1 has committed a material breach of this Agreement, unless such breach is capable of remedy, in which case this right to terminate will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so: or

9.3.2 if the other goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

9.4 In the event of termination, all payments required under this Agreement shall become due and immediately payable.

9.5 Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Agreement shall survive termination under this Clause 9 on a pro-rata basis.

10. Cancellation: Where the Client is a consumer, the Client is entitled to a 14-day cooling off period from the date of signing this Agreement. During this cooling off period, if the order is cancelled, any payments made shall be refunded. If the Services need to be carried out during this 14-day period, we will require your express written consent as detailed in the Service and Maintenance Agreement and the Client will be notified that they are foregoing.

their right to the cooling off period if they agree to go ahead.

10.1 Where the Client is company, or should any Client cancel an order with us after the expiry of the cooling off period above, we reserve the right to levy reasonable cancellation charges, including but not limited to, any administration costs, procurement costs and loss of profit, against the Client and these shall fall due for payment immediately. Any deposits or other monies already paid to us shall be non-refundable. Should cancellation take place after the purchasing of any products, payment for such products and any expenses incurred will be required to be paid to us by the Client.

11. Confidentiality: "Confidential Information" means all business, technical, financial, or other information created or exchanged between the Parties throughout the Term of this Agreement. Each Party undertakes that during the Agreement, the Parties may disclose certain Confidential Information to each other. Both parties agree that they will not use the Confidential Information provided by the other, other than to perform their obligations under this Agreement. Each Party will maintain the Confidential Information's confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing.

12. Notices: All notices under this Agreement shall be in writing, addressed to the most recent

address or e-mail address notified to the other Party. Notices shall be deemed to have been duly given when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; when sent, if transmitted by e-mail, generating a successful return receipt; or on the fifth business day following mailing, if sent by national ordinary mail, postage prepaid.

13. How We Use Your Personal Information (Data Protection): All personal information that

we may collect will be collected, used, and held in accordance with the provisions of the General Data Protection Regulation 2016. For further information, please refer to our privacy policy, available on request.

14. Force Majeure: Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause beyond the reasonable control of that Party. Such causes include, but are not limited to power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, acts of terrorism or war, governmental action or any other event beyond the control of the Party in question.

15. Entire Agreement: This Agreement embodies and sets out the entire agreement between the Parties and supersedes all prior oral or written agreements,

understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement. Unless otherwise expressly provided in this Agreement, this Agreement may be varied only by a document signed by both Parties.

16. Other Important Terms

16.1 We may transfer (assign) our obligations and rights under this Agreement to a third party (if, for example, we sell our business). If this occurs you will be informed by us in writing. Your rights under this Agreement will not be affected and our obligations under this Agreement will be transferred to the third party who will remain bound by them.

16.2 We can, without the consent of the Client, subcontract the services to be performed pursuant to this Agreement, provided such subcontractor is suitably qualified, trained, and competent to carry out the works.

16.3 You may not transfer (assign) your obligations and rights under this Agreement without our express written permission.

16.4 The Agreement is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of this Agreement.

16.5 If any of the provisions of this Agreement are found to be unlawful, invalid, or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of this Agreement and the remainder will be valid and enforceable.

16.6 No failure or delay by us in exercising any of our rights under this Agreement means that we have waived that right, and no waiver by us of a breach of any provision of this Agreement

means that we will waive any subsequent breach of the same or any other provision.

17. Governing Law and Jurisdiction

17.1 This Agreement, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.

17.2 Any disputes concerning this Agreement, the relationship between you and us, or any matters arising from it or associated with it (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.