

JCS Firesafe: Terms & Conditions of Service

These terms and conditions explain how JCS Firesafe ("we," "us," or "the Company") provides fire safety services and products to you, our client ("you" or "the Client").

1. General Points

- 1.1 Our Agreement: These Terms & Conditions apply to all services and goods we provide.
- 1.2 Specific to Your Address: Please note, these terms are specifically for the address mentioned in your quotation.
- 1.3 The Complete Picture: These Terms & Conditions, along with your accepted quotation, form the full agreement between us, replacing any previous discussions, written or spoken. We may update these terms occasionally by sending you new ones. These new terms will apply to services provided two days after we send them. Any other changes need to be signed by a director of JCS Firesafe to be valid. If we don't immediately act on any of these terms, it doesn't mean we're giving up our rights.
- 1.4 Correcting Errors: If there's any typo or mistake in our documents (like quotes, invoices, etc.), we can correct it without any liability on our part.
- 1.5 If You Become Insolvent: This section applies if:
 - You make arrangements with your creditors, become bankrupt, or go into liquidation (unless for a merger).
 - A receiver takes possession of your assets.
 - You stop, or threaten to stop, doing business.
 - We reasonably believe any of the above is about to happen and we inform you. If any of these situations occur, we can immediately end any contracts with you or suspend our services/goods without liability. If services/goods have been provided but not paid for, the full price becomes immediately due.

2. Quotations

- 2.1 Quote Validity: All quotations we provide are valid for 14 days from the date you receive them.
- 2.2 How to Accept: To accept our quotation, please return the acceptance form signed on your behalf.
- 2.3 Binding Contract: Once we receive your signed acceptance, a binding contract is formed under these terms and conditions.

3. Contract Term & Termination

- 3.1 Contract Length: For ongoing services, our contract begins for an initial period of 3 months with no early termination. After this, it will automatically continue unless either party gives at least 3 months' prior written notice ("the Required Notice"). (Please see Clause 11 for notice details).
- 3.2 Honoring Commitments: You'll be responsible for all service contracts we enter into on your behalf until their individual notice periods are completed.
- 3.3 Insufficient Notice: If you fail to give the Required Notice, you'll be liable to us for damages equal to the amount you would have paid us during that notice period.
- 3.4 Acceptance by Payment: These terms and the attached quotation will be considered accepted once we receive your first invoice payment, even if we haven't received a signed agreement.
- 3.5 Termination Costs: If the contract ends, you'll be responsible for the cost of redundancy and accrued holidays for any assigned operative who is not covered by TUPE (Transfer of Undertakings (Protection of Employment) Regulations).
- 3.6 Changes to Service: Please provide sufficient notice for any contract changes that affect our assigned operatives (e.g., changes in working hours, shift duration, service days). We typically need 30 days' notice. We might agree to reduce this where possible, but the absolute minimum notice period will be 14 working days.

4. Payment

- 4.1 Invoicing: We will send invoices on the last day of each month, due within 30 days of the invoice date.
- 4.2 No Deductions: You cannot make any deductions or withhold any amount from the sum due on an invoice.
- 4.3 Late Payment & Suspension: If an invoice isn't paid by the due date, we reserve the right to demand immediate payment of all outstanding sums and to suspend further services/goods until full payment is received.
- 4.4 Interest on Late Payments: We may charge interest at an annual rate of 4% above the Bank of England base rate if any sum isn't paid within 7 days after the 30-day payment period (as per Clause 4.1). We can waive this interest for a specific late payment, but this doesn't mean we waive our general right to charge interest.
- 4.5 Price Adjustments: Our service rates will be increased annually. This increase will be 3% or calculated by the percentage increase in the Retail Price Index (RPI) in the preceding year, whichever is greater. This increase doesn't cover statutory minimum wage increases, and we reserve the right to increase prices in line with annual minimum wage publications within 30 days of their release.
- 4.6 VAT Exclusivity: All prices you pay us are exclusive of VAT and other duties or taxes unless otherwise stated.
- 4.7 Bank & Public Holidays: Payment rates exclude bank and public holidays unless we agree otherwise.
- 4.8 Bounced Payments: If a cheque or direct debit bounces, you'll be charged an administration fee in addition to our other rights.

5. Services Provided

- 5.1 Scope of Work: The services we will perform are detailed in your quotation. Any changes to these services must be agreed upon in writing by both parties and signed by a director of JCS Firesafe.
- 5.2 Unforeseen Circumstances: We won't be in breach of contract if we can't provide services due to circumstances beyond our control, such as natural disasters, adverse weather, industrial action, or if our employees are denied entry to your premises.
- 5.3 Addressing Concerns: All services are considered performed to your satisfaction unless we receive a written notice or email detailing a complaint within 72 hours of the alleged incident (as per Clause 11). We will investigate any such complaint and attempt to rectify any significant issues that can be fixed.

6. Exclusions

- 6.1 General Exclusions: Except as expressly stated in these terms, all other warranties or conditions implied by law are excluded to the fullest extent permitted.
- 6.2 Beyond Our Control: We are not liable for costs, losses, or damages caused by our failure to provide service due to events beyond our control and without our fault or negligence (e.g., government acts, war, civil disturbances, floods, epidemics, disease, adverse weather, industrial action, freight embargoes).
- 6.3 Damaged Property: We are not liable for any loss, damage, or injury resulting from the breakage or disintegration of any cracked or defective parts of your property, furniture, or fittings during our service, unless otherwise stated.
- 6.4 Post-Construction Cleaning: Our payment rates exclude the cleaning of debris created by tradesmen or building work unless otherwise agreed.
- 6.5 Limitation of Consequential Loss: Except for death or personal injury caused by our negligence, we are not liable for any indirect or consequential loss or damage (like loss of profit), costs, expenses, or other claims arising from our services or goods, except as expressly provided in these terms.

7. Your Responsibilities as Client

- 7.1 Valuables: You must ensure all valuables are securely stored when your premises are unsupervised by your own staff. We are not responsible for any loss or damage if you fail to do this.
- 7.2 Providing Facilities: You must provide all necessary services, such as electricity, heating, lighting, hot water, and other facilities reasonably required for us to perform our services. This includes providing keys where necessary. We may only issue keys to employees with your consent and will maintain signed key forms.
- 7.3 Secure Storage: You must provide suitable, safe, and lockable storage for any equipment and materials we need to leave on your premises to fulfill our obligations. You must also ensure that your staff or other contractors do not access or use our materials or equipment.
- 7.4 Safe Working Environment: You must provide a suitable and safe working environment for our employees. You will also indemnify us against any damages, costs, or expenses awarded against us in favor of any of our employees or other persons who become ill or injured, or whose property is lost or damaged due to your failure to meet your legal or contractual obligations.

8. TUPE Regulations (Transfer of Undertakings (Protection of Employment) Regulations 1981)

If we take over providing fire safety services that were previously handled by another party or by you ("the Outgoing Provider"), you agree to protect us from any claims by employees or contractors (as defined by TUPE) related to any act or omission by the Outgoing Provider before our contract starts. This also covers claims from employees transferring to us under TUPE if their employer identity change is both significant and detrimental to them.

9. Limitation of Our Liability

Our liability (and that of our partners, employees, and agents) for any loss or damage you suffer in connection with our contract, regardless of how it's caused (including our negligence, but not our willful default), will be limited to the total annual fee you pay us under that contract.

10. Employee Restriction

You agree that you will not, directly or indirectly, hire any person who has been our employee at any time during our contract with you, or for a period of six months after our contract ends, without our written consent. This is unless a legal obligation under TUPE requires it.

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11. Notices

Any formal notice under this agreement must be in writing and sent to the other party's address (as in the quotation or as later notified). Notices can be left at the address or sent by recorded delivery. Notices sent by email or left by hand are considered received on the day of delivery. Notices sent by post are considered received on the next working day after posting.

12. Assignment

You cannot transfer your rights or obligations under any contract with us without our prior written consent. We can assign or subcontract our rights and obligations under any contract with you by giving you notice.

13. Severability

If any part of these Terms & Conditions is found to be invalid or unenforceable, the validity of the remaining provisions and the rest of that specific provision will not be affected.

14. Third-Party Rights

No person who is not a party to a contract with us has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of that contract.

15. Disputes

If a dispute arises from or in connection with our contract, both parties agree to try to resolve it in good faith at the Managing Director level. If a settlement isn't reached within one month of being referred to that level, the dispute will be handled through litigation in the Courts of England.

16. Governing Law

These Terms & Conditions and any contract incorporating them will be governed by the Laws of England, and both parties irrevocably agree to the exclusive jurisdiction of the English Courts.

JCS FIRESAFE LTD
GENERAL TERMS & CONDITIONS OF BUSINESS