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**Southern Fire Alarms Ltd
General Terms and Conditions of Sale
Issue 1 18-04-18**

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DEFINITIONS

These General Terms and Conditions of Sale shall be the basis for the supply of all labour and materials supplied by Southern Fire Alarms Ltd (SFA) to the customer.

INTERPRETATION

Southern Fire Alarms Ltd	SFA
British Standards	The standards set by the British Standards Institution (BSI)
Contract	Any contract between SFA and the customer.
Customer	The person, firm or company who purchases from SFA. May also be known as the client, purchaser or end user.
Quotations/Proposal	The document against which an order is placed by the customer.
Specification	Documented requirements to be satisfied by a material, design, product, or service.
Maintenance Contract	Also known as a Service Contract this is the scheduled servicing/maintenance of systems as specified within the quotation, inclusion of a 24 hour callout facility (if applicable).
Chargeable	Works carried out which will be charged to the customer and which they must make payment for.
Purchase Order	An official instruction from the customer to SFA to proceed with works.
Variation Order/VO	An additional charge to the original quotation/proposal.

1. QUOTATIONS & PROPOSALS

- a) Unless otherwise stated Quotations/proposals/specification are valid for acceptance within 60 days from their date of issue and are subject to confirmation by SFA at the time of such acceptance.

2. ENTIRE AGREEMENT, AMENDMENT SUSPENSION & CANCELLATION

- a) Unless otherwise expressly agreed in writing by SFA the General Terms and Conditions of Sale shall be deemed incorporated into all quotations, proposals and contracts for the sales of goods and services to the customer. There are no promises, terms, conditions oral or written, expressed or implied, other than these General Terms and Conditions of Sale and those contained or expressly referred to in the quotation/contract.
- b) No contract may be amended (including by way of changes to the drawings or otherwise), cancelled or suspended except with the approval in writing of both parties and the effective date of such amendment, cancellation or suspension shall be as per the written acceptance by both parties. Any labour or materials utilised up to the date of cancellation will be chargeable. Amendments may result in additional costs and require a variation order.
- c) The customer shall be liable to reimburse SFA for any costs or expenses incurred by SFA as a result of such amendment, cancellation or suspension with the reimbursement being a minimum of 50% of the Purchase Order.



- d) Any cancellation of an order shall be on the condition the Customer shall indemnify SFA against any loss incurred wholly or in part by the cancellation.
- e) In the instance of the cancellation or suspension of a maintenance contract 3 months written notice is required.

Maintenance Contract Termination Charges:		
Year	Month of contract:	Charge Applicable:
Contract Term 1 Year:		
1	Month 1-6	80%
1	Month 6-12	100%
Contract Term 3 Years:		
1	Month 1-6	80% of annual charge plus 15% for each subsequent year outstanding on the contract
1	Month 6-12	100% of annual charge plus 15% for each subsequent year outstanding on the contract
2	Months 12-18	80% of annual charge plus 15% for each subsequent year outstanding on the contract
2	Months 18-24	100% of annual charge plus 15% for each subsequent year outstanding on the contract
3	Months 24-30	80% of annual charge plus 15% for each subsequent year outstanding on the contract
3	Months 30-36	100% of annual charge plus 15% for each subsequent year outstanding on the contract
Contract Term 5 Years:		
1	Month 1-6	80% of annual charge plus 15% for each subsequent year outstanding on the contract
1	Month 6-12	100% of annual charge plus 15% for each subsequent year outstanding on the contract
2	Months 12-18	80% of annual charge plus 15% for each subsequent year outstanding on the contract
2	Months 18-24	100% of annual charge plus 15% for each subsequent year outstanding on the contract
3	Months 24-30	80% of annual charge plus 15% for each subsequent year outstanding on the contract
3	Months 30-36	100% of annual charge plus 15% for each subsequent year outstanding on the contract
4	Months 36-41	80% of annual charge plus 15% for each subsequent year outstanding on the contract
4	Months 42-46	100% of annual charge plus 15% for each subsequent year outstanding on the contract
5	Months 48-53	80% of annual charge
5	Months 54-60	100% of annual charge

3. SCOPE & EXECUTION

- a) The scope of supply and execution shall be specified in the quotation. Goods and or services not referred to therein shall be at additional charge, including specialist access equipment as required for working height over 3m.

4. DRAWINGS & TECHNICAL DOCUMENTATION

- a) Where zone chart(s) and/or as-installed drawings are to be provided, general arrangement DWG's in AutoCAD format are to be provided at no cost to SFA.
- b) Operation and Maintenance Manuals will only be supplied if specified within the quotation.
- c) All designs, plans, drawings, specifications and proposals remain the property and are copyright of SFA. They shall not be reproduced or used in any way without SFA's written permission.

5. DELIVERY & RISK

- a) The delivery time will be as agreed at the time of receiving a purchase order from the client subject to credit terms being agreed.
- b) SFA will inform the customer of any delays in relation to materials or labour as soon as possible.
- c) SFA accepts no responsibility and/or liability for losses caused by delays in delivery, service, installation or commissioning unless previously agreed in writing by both parties and is solely SFA's fault.
- d) SFA cannot be held responsible for delays in the supply chain.
- e) If the client/customer/site fails to take delivery of the materials or allow site access SFA cannot be held responsible and will submit invoices for waiting/lost time on site.

6. DESIGN

- a) Every effort is made to provide a compliant design with the information provided. See quotation/proposal/specification for full details.
- b) Any changes to the specification/drawings and/or scope of works may result in a revised quotation/proposal and amended costs.

7. INSTALLATION

- a) See quotation/proposal/specification for full details.
- b) SFA shall use all reasonable endeavours to install the system by the installation date. However the date is intended to be an estimate and time for the installation shall not be made of the essence by notice.

8. COMMISSIONING/COMPLETION/HANDOVER

- a) See quotation/proposal/specification for full details.
- b) Unless otherwise stated commissioning is carried out in a single phase. Should part or multiple phase commissioning be required, a proposal and costs shall be provided for approval.
- c) The client shall provide SFA at least 3 weeks prior notice of the commissioning/handover date. If the client fails to do so, SFA cannot guarantee the available parts/materials/labour nor be liable for any loss incurred.
- d) Basic operational training shall be provided to the Customer or Customer's representative at the time of our commissioning. Additional or separate on-site training can be provided, at extra cost.
- e) Certification will be supplied in line with the quotation specification and relevant standards i.e. BS5839/BAFESP203

9. SERVICING/MAINTENANCE

- a) Works will be carried out as per quotation/specification Scope of Works and the relevant applicable standard.
- b) SFA will provide all necessary documentation and certification as required
- c) All works are within normal working hours 08.00-16.30 hrs Mon-Fri unless otherwise specified. Works required out of normal working hours will be at additional cost to be borne by the client/customer.
- d) SFA will acknowledge and where possible, attend all emergency call outs within a fair and reasonable timescale and in accordance with the recommendations of the applicable standards.

10. SERVICES BY OTHERS

The customer should arrange for the following services to be arranged should they be needed, at no cost to SFA:

- a) The removal of any stock, furniture or fixtures which may hinder or delay our works.

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- b) Any builders work, redecorating or making good to disturbed surfaces.
 - c) Such electricity as may be required for the powering of tools, plant etc.
 - d) Washing and toilet facilities.
 - e) A reasonable level of lighting in all working areas.
 - f) Lockable material/equipment store.

11. EXISTING SYSTEMS

- a) SFA may not be able to ascertain if any existing cables/wiring which form part of the existing system and have been installed within the fabric of the building or are buried underground conform to relevant standards.
- b) SFA reserves the right to make additional charges to the customer for:
 - i. Incorporating a new system into an existing system.
 - ii. Testing the existing system prior to incorporating
 - iii. Repairing or replacing the system prior to its incorporation which is not in good working order prior to its incorporation.

12. SPECIFICATION

- a) SFA reserves the right at any time to substitute alternative parts, equipment and or materials to systems from those in the specification provided they comply with the appropriate standards.
- b) Unless otherwise stated, the proposed equipment is suitable for use in normal, dry, non-corrosive and non-hazardous environments only. Orders may not be cancelled without the prior written consent of SFA

13. CERTIFICATION

- a) Certification will be provided in line with the standards/specification.

14. ACCESS

- a) This proposal is based upon our engineers being afforded unimpeded access to all areas as required for the completion of our work. Any imposed restrictions, unreasonable delays or non-productive time caused by factors outside of our control shall be charged accordingly.
- b) This proposal includes the supply of all non-powered access equipment to the working height of three metres. Any access above three metres, powered or specialist access equipment shall be provided by others at no cost to SFA, unless otherwise stated.

15. HEALTH & SAFETY

- a) This proposal assumes that all areas of work are free from unnecessary risk and hazardous materials e.g. Asbestos. Should such materials be present, they should be removed or made safe prior to the commencement of works.
- b) The location of any concealed utilities or other services should be identified to our engineers prior to the commencement of works. In the absence of such advice and unlikely event of damage, SFA cannot accept liability for repairs or consequential damages.
- c) Where it is necessary to move or work with ceiling tiles the utmost care shall be taken. In the unlikely event of accidental damage, SFA cannot accept liability for repairs or replacement tiles.

16. PRICE/PAYMENT

- a) Payment terms are strictly 30 days from the date of invoice.
- b) Maintenance Contracts - For new customers or customers without a credit account, full payment will be required in advance for a maintenance agreement and it will not commence until payment is received.
- c) Supply/Installation/Commission - Credit account facilities are available to new customers subject to the satisfactory completion of a credit application form (F14) and standard credit reference checks. We may also require a deposit to be paid in advance of any works or shipping of equipment.

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- d) For customers without a credit account, full payment will be required in advance of any works or shipping of equipment.
 - e) This proposal is NET of and does not make allowance for any main contractor's discount.
 - f) Where Liquidated & Ascertained Damages (LAD's) are applied to a contract, SFA will only accept a rate proportional to our contract value.
 - g) All costs shown are exclusive of VAT. This shall be payable by you at the applicable rate at time of invoicing.
 - h) Any other charges arising from additional works and/or emergency call out(s) shall be payable by you, the customer in accordance with our standard payment terms.
 - i) Where additional works are carried out on a daywork basis, labour plus travel time will be charged at our standard hourly rates.
 - j) Repair/Callout charges do not include the supply of any materials or equipment. Any materials or equipment used will be charged as extra after the event of each repair. Any major parts required will only be supplied upon prior agreement with yourselves.
 - k) Clients shall be responsible for all reasonable costs incurred in the recovery of any outstanding balance (including the employment of a debt collection agency and all potential legal costs). Charges are levied against the value of the outstanding debt at prevailing rates. Charges can be obtained on request
 - l) Interim progress invoices shall be submitted for payment for larger installations and/or where deemed necessary by SFA.
 - m) The risk in all equipment passes to the Customer upon delivery, but title in the equipment remains with SFA and shall only pass to the customer upon receipt of full payment for the works as quoted.

17. RETURN OF GOODS

- a) If materials have been ordered a re-stocking charge of a minimum of 25% will be applicable. If the goods are non-returnable the full value of them will be chargeable
- b) Any returned parts are required to be in a new and undamaged condition, they will be inspected by our returns department before a credit is agreed.
- c) Specialist or bespoke may not be eligible for a credit and will be at the discretion of SFA.

18. WARRANTY

- a) All of the equipment provided as part of our proposal carries a 12 month return and replacement warranty from the date of commissioning. The warranty covers both manufacturing defects and/or unsatisfactory workmanship. A fully inclusive parts and labour system warranty shall be provided subject to a maintenance agreement being in place with SFA within 60 days of the date of commissioning.
- b) Warranty does not include faults, call outs or repairs associated with or resulting from any of the following and these will be chargeable at current callout rates:
 - i. Malicious operation.
 - ii. Operator or user error.
 - iii. Faults caused by you or any other person, thing or event which we could not reasonably be expected to prevent.
 - iv. Damage caused by persons, machinery or building works.
 - v. Damage caused by rodents, animals or insects.
 - vi. Adverse weather conditions or water ingress.
 - vii. Fluctuations, surges or failure of the electrical supplies.
 - viii. Faults associated with your telephone line and/or IT network.
 - ix. System consumables including Lamps, Bulbs and Batteries are not included within any system warranty.
 - x. For valid warranty claims, SFA shall carry out trouble shooting dismantling and/or re-installation of the defective part if this, in SFA's opinion requires special knowledge/intervention by others this cost will be borne by the client/customer and is to be arranged by them.

19. LIMITATION OF LIABILITY

- a) Notwithstanding anything to the contrary herein or any quotation, proposal, specification, purchase order or contract and to the fullest extent permitted by law, the aggregate liability of SFA officers, employees and representatives to the client, whether in contract, tort or otherwise, will be limited to the price stipulated in the contract and shall exceed any indirect, consequential, special or economic loss, loss of profit, loss of use, loss of contracts, cost liability, damages, expenses howsoever arising. SFA will not be liable to the customer for any breach of its obligations unless written notice of the claim is given to SFA within 1 year of the client having notice of the event forming the claim.

20. ANTICIPATED NON PERFORMANCE

- a) Notwithstanding anything else to the contrary herein or in any quotation, proposal, purchase order, specification or contract regarding suspension, each party shall be entitled to suspend the performance of its obligations where it is clear from the circumstances that the other party will not be able to perform its obligations. A party suspending its performance shall forthwith notify the other party thereof in writing.

21. FORCE MAJEURE

- a) No party shall be in breach of any of its obligations or be liable to the other Party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including but not limited to labour shortages, strikes, industrial disputes, fire, flood, act of God, war, insurrection, vandalism, sabotage, invasion, riot, accidents, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, legislation, regulation, order or other act of any government or governmental agency, breakdown of machinery, cancellation or shortage of supplies.