

**FIRE SECURITY SERVICES LTD - TERMS AND CONDITIONS FOR THE SALE OF GOODS**  
**INCLUDING THE SUPPLY OF TRAINING AND HIRE OF EQUIPMENT**

**SECTION 1 – GENERAL:**

**1.1 Definitions**

- Buyer:** the person who buys or agrees to buy the Goods from the Seller.  
**Conditions:** the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.  
**Goods:** the articles which the Buyer agrees to buy from the Seller including training and hire of equipment.  
**Price:** the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.  
**Seller:** Fire Security Services Ltd, Central Rescue Station, Dorman Avenue South, Aylesham, Canterbury, Kent CT3 3AE

**1.2 Conditions**

- 1.2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.  
1.2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.  
1.2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.  
1.2.4 These Conditions may not be varied except by the written agreement of the Managing Director of the Seller.  
1.2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

- 1.3 Price:** The Price shall be the price quoted on the Seller's Quote or Confirmation of Order. The Price is exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

**1.4 Payment and Interest**

- 1.4.1 Payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice unless varied by the written agreement of the Seller's Managing Director. Pro forma invoices will be issued at the discretion of the Seller and settlement in full will be required prior to issue of any Goods including training and hire of equipment.  
1.4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment. Administration late payment fee is set at £40.00.  
1.4.3 Spare.  
1.4.4 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Seller.

- 1.5 Goods:** The quantity and description of the Goods shall be as set out in the Seller's Quote or Confirmation of Order.

- 1.6 Warranties:** The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the Quote or Confirmation of Order.

**1.7 Delivery of the Goods**

- 1.7.1 Delivery of the Goods shall be made to the Buyer's address, or address as specified by the Buyer at the time of Order. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery.

- 1.7.2 The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
- 1.7.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.
- 1.7.4 If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

## **1.8 Acceptance of the Goods**

- 1.8.1 The Buyer shall be deemed to have accepted the Goods 48 hours after delivery to the Buyer.
- 1.8.2 The Buyer shall carry out a thorough inspection of the Goods within 48 hours of delivery and shall give written notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.
- 1.8.3 Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

## **1.9 Title and risk**

- 1.9.1 Risk shall pass on delivery of the Goods to the Buyer's address.
- 1.9.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the Invoice for them (including interest and costs) has been paid in full.
- 1.9.3 Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.
- 1.9.4 The Seller may at any time before title passes and without any liability to the Buyer:
  - 1.9.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
  - 1.9.4.2 for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 1.9.5 The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

## **1.10 Carriage of Goods: Carriage will be chargeable on all sales as stated in the Seller's Quote or Confirmation of Order.**

**SECTION 2 – TRAINING:** In addition to all Terms and Conditions stated in Section 1, the following will also apply to the provision of Training Services by the Seller:

**2.1 Bookings:** Applications for Training will be accepted once the Booking Form has been fully completed and submitted and full payment (including VAT) has been received. Payment must be made within 3 days of the Course Booking and prior to any training event. The delegate's full name, and any other details required for a particular course, must be advised at least 3 days prior to commencement of the Course.

## **2.2 Cancellations**

- 2.2.1 Cancellations made by the Buyer will be considered for refunds in the following circumstances:
  - 14 days prior to the Course date – Full Refund
  - 7-13 days prior to the Course date – 50% Refund
  - Less than 7 days prior to the Course date – No Refund
- 2.2.2 Cancellations must be made in writing by e mail/fax and acknowledged to the Buyer by the Seller.
- 2.2.3 Non-attendance will require payment in full of the Course fee.
- 2.2.4 Substitute Delegates will be accepted provided the Seller is notified and that the Substitute Delegate is equipped with the requisite documentation and safety equipment specified in the Joining Instructions.

- 2.3 Replacement Certificates**
- 2.3.1 Replacement Certificates provided by national Awarding Bodies should be applied for by the Delegate directly to the Awarding Body.
  - 2.3.2 Replacement Certificates provided by the Seller will be charged at £15.00 plus VAT each.
  - 2.3.3 Replacement Certificates required when written (typed) confirmation of a Delegate's name has not been received by the Seller or the Buyer has made an error in spelling will be charged at £15.00 plus VAT each.
- 2.4 Cancellation or Alteration of Course**
- 2.4.1 The Seller will endeavour to run all agreed courses whether published or not. If it is necessary to cancel any Course the Seller will endeavour to arrange alternative dates as soon as possible.
  - 2.4.2 The Seller will not accept any consequential liability irrespective of the notice of cancellation given.
  - 2.4.3 The Seller reserves the right to reschedule a course if there is insufficient demand.
- 2.5 Non Production of Specified Items from Joining Instructions**
- 2.5.1 Delegates are required to bring all items for the start of the Course as detailed in the Seller's Joining Instructions, for example photo ID.
  - 2.5.2 Personal Protective Equipment (PPE), if required, will be detailed in the Joining Instructions. PPE package can be pre-booked or payment is required on the Training Day. Cost per PPE package £6.50 + VAT.
- 2.6 Delegate Medical Disclosure**
- 2.6.1 Delegates must disclose to the Seller full details of any circumstances (such as health impairments, medication taken or dietary requirements) that may affect a Delegate's ability to complete the training course safely.
  - 2.6.2 The Seller will not accept any responsibility of liability for any illness or injury arising from a failure by the Buyer to supply relevant information.
- 2.7 Exclusion from the Course:** The Seller reserves the right to exclude any Delegate from the course who is considered to be under the influence of drugs and/or alcohol, or is deemed unsuitable for the course. In this instance no refund will be given.

**SECTION 3 – HIRE OF EQUIPMENT:** In addition to all Terms and Conditions stated in Section 1, the following will also apply to the provision of Hire Equipment by the Seller (herein referred to as the Supplier) to the Buyer (herein referred to as the Hirer).

- 3.1 Delivery and carriage charges:** All times quoted or stated for delivery are approximate only. Hire charges do not include delivery/carriage charges. Any expenses incurred by the Seller in delivering or recovering Hire Equipment or attempting the same will be paid by the Hirer. Where carriage charges are quoted by the Supplier such charges will include only for the time required to load or unload alongside the Supplier's vehicle at the address specified by the Hirer. Further time or attendance will be paid for by The Hirer.
- 3.2 Responsibility of the Hirer:**
- 3.2.1 The Hirer's responsibility for the Hire Equipment commences on receipt of the Hire Equipment by the Hirer or his agent or on delivery as required and ends when the Supplier has signed that all Hire Equipment has been checked and returned in good condition. The Hirer will not sell or otherwise part with control of the Hire Equipment.
  - 3.2.2 The Hirer will at all times and in all respects indemnify the Supplier against and from any and every expense, liability, financial loss claim or proceedings whatsoever and in respect of any personal injury whatsoever or damage or loss of any property whatsoever arising out of or in connection with consequent upon the delivery, use, non-use, repossession, collection, return or non-return of the Hire Equipment or any part thereof.
  - 3.2.3 The Hirer shall be responsible for compliance with all regulations and codes of practice applicable to the Hire Equipment.
  - 3.2.4 The Hirer shall ensure that all operatives are familiar with, and hold in-date training qualifications to use, the Hire Equipment.

**3.3 Maintenance of Hire Equipment, Breakdown Procedures and Accidents:**

- 3.3.1 The Hirer will keep himself acquainted with the state and condition of the Hire Equipment and ensure that it remains safe, serviceable and clean. Any breakdown or unsatisfactory working of the Hire Equipment must be immediately notified to the Supplier. Under no circumstances will the Hirer repair or attempt to repair the Hire Equipment unless authorised to by the Supplier Managing Director personally.
- 3.3.2 The Hire Equipment must be returned to the Supplier's premises for examination or when rectification elsewhere is requested and the Hirer agrees to pay carriage if required by the Supplier.
- 3.3.3 If the Hire Equipment is involved in any accident or incident, whether it damages the Hire Equipment or not, but results in damage to other property or injury to any person the Hirer will notify the Supplier immediately.

**3.4 Removal of Hire Equipment:** Hire Equipment must not be removed from any site originally specified by the Hirer or from any subsequently authorised site without the authority of the Supplier.

**3.5 Consequential Losses:** The Supplier shall not be liable for any consequential loss to the Hirer including expense, liability, loss, claim or proceeding whatsoever caused by, or arising out of the late delivery, non-delivery, unsuitability or lawful repossession of the Hire Equipment or any part thereof or any breakdown or stoppage of the same.

**3.6 Insurance and Responsibility for Lost, Stolen or Damaged Hire Equipment:**

- 3.6.1 The Hirer agrees to pay the Supplier in full the replacement cost of replacing any Hire Equipment which is lost, stolen or damaged beyond economic repair and without any deduction for usage, wear and tear or age, and should insure the goods on this basis.
- 3.6.2 All monies received by the Hirer from an Insurance company or from any other source in settlement of any claim relating to the loss, theft or damage of any Hire Equipment shall to the extent that any payment is due to the Supplier under this condition, to be held in trust by the Hirer and paid to the Supplier on demand. The Hirer shall not compromise any claim without the consent of the Supplier.

**3.7. Non-Returned, Lost, Stolen, Damaged or Unclean Equipment:**

- 3.7.1 The Hirer accepts full responsibility for the care and safekeeping and return in good order of the Hire Equipment.
- 3.7.2 The Hirer will pay to the Supplier all costs incurred by the Supplier in rectifying the condition of any Hire Equipment returned damaged or unclean. Additionally, the Hirer will pay to the Supplier a charge equating to the financial loss to the Supplier until such rectification is complete.
- 3.7.3 In the case of the Hire Equipment which is lost or stolen or damaged beyond economic repair the Hirer will in all cases meet the Hirer's obligations under these Conditions. Additionally in any case where the loss, theft or damage aforesaid results from any Breach of Contract or negligence on the part of the Hirer, the Hirer accepts liability to pay for all financial loss to the Supplier until the liability referred to in condition 3.6 is discharged. The Hirer's liability under this condition shall be without prejudice to any other rights of the Supplier.

**3.8 Determination of Hire:** The Supplier shall be entitled at any time if the Hirer is in Breach of Contract or if any act or proceeding in which the Hirer's solvency is involved is commenced, to terminate this Contract (such termination to be effective immediately) and to repossess the Hire Equipment or part thereof. Such termination shall not affect the right of the Supplier to recover from the Hirer any monies due under this Contract or damages for Breach thereof.