



Terms and Conditions

A to Z Glossary of Terms

Business Hours: **Business Hours:** **Office:** 8:30am to 5:00pm Monday to Friday.

Mobile Engineers: 8:00am to 5:00pm Monday to Friday.

Both operations exclude public holidays.

Cleared funds: are the balance in an account that is able to be withdrawn or used in financial transactions.

Confidential information: any information received by from the other party to the Contract concerning business, affairs, customers, clients or suppliers

Commencement Date: the date the Contract will come into existence.

Conditions: what each of the parties is obligated, or required, to perform under the Contract.

Contract: the legally binding agreement between SAFE I.S. Ltd and the Customer for the supply of Products and/or Services by SAFE I.S. Ltd and the payment of the costs due under the Contract by the Customer.

Customer: the person, company or organisation named on the Quotation/Contract for whom the Supplier has offered to/is to supply the Products and/or Services to in accordance with these Terms and Conditions.

Deliverables: Products and/or Services and agreed timescales set out in the quotation, where applicable.

Force Majeure: any circumstance or event beyond reasonable control that may arise making performance inadvisable, commercially impracticable, illegal, or impossible, including but not limited to, war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of any governmental, regulatory, judicial, statutory authority/body, or the actions of the emergency services, prohibiting or impeding the affected party from performing its respective obligations under the contract.

Order: Customers request for Products and/or Services from SAFE I.S. Ltd via SAFE FIRE DIRECT, via a telephone call with our sales advisors, a Purchase Order, or the signed acceptance of the Quotation.

Official Order: SAFE I.S. Ltd confirms acceptance to the customer via written confirmation.

Company Reg No: 06554594

VAT No: 942051451



Head Office: Safe I.S. Ltd, 31 Ormside Way, Holmethorpe Industrial Estate, Redhill, Surrey RH1 2LW

Version 1.0 June 2018



Person: a natural person, that is considered by law to be acting as a single individual, corporate or unincorporated body (whether or not having separate legal personality)

Price: the purchase cost(s) of the Products and/or Services supplied by SAFE I.S. as set out on the Quotation, on the invoice generated from telephone order, displayed on SAFE FIRE DIRECT at the time of purchase.

Products and/or Services: Products and/or Service described in the Quotation issued by SAFE I.S. Ltd to the Customer.

Products and/or Service Specification: detailed information about Products and/or Service may include identification of the manufacturer; a list of inclusions and/or exclusions and design specifications.

Quotations & Invoices: the document/statement which includes the details of the particular Products and/or Services to be supplied by SAFE I.S. Ltd to the Customer and the estimated costs payable by the Customer to SAFE I.S. Ltd up on supply of the Products and/or completion of the services under the Contract.

Supplier: SAFE I.S. Ltd a company registered in England and Wales under number 0655 4594 and/or any of its subsidiaries.

SAFE FIRE DIRECT: Website where customers can purchase a variety of fire detection and protection related Products and have them delivered directly to a nominated delivery address.

Terms: the term of the Contract as specified in the details and as extended in accordance with the Contract or otherwise by agreement between the parties.

Site: the land or premises specified in the quotation.

Variation: means an increase/decrease or a change to the Products and/or Services to be supplied, including a change to any specification or Customer Materials.



1 Interpretation

- 1.1 A reference to a statute or statutory provision is reference to it as amended or re-enacted and also includes all subordinate legislation made under that statute or statutory provision.
- 1.2 Any words following terms such as including, include in particular, for example, or any similar expression shall be understood as expressive and shall not limit the sense of the words, description, definition, phrase or term preceding those terms

2 The Contract

- 2.1 The Supplier agrees to supply the Customer with the Products and/or Services described on the Safe Fire Direct web-site or as detailed in the quotation issued by the Supplier to the Customer, and the Customer agrees to accept the Products and/or Services subject to these Terms and Conditions, and to pay the Supplier the costs in accordance with the specific terms and conditions as described in the quotation.
- 2.2 Any changes or additions to these Terms must be agreed in writing by SAFE I.S. Ltd. and the Customer.

3 Orders and Quotations

- 3.1 All Quotations issued by SAFE I.S. Ltd. shall remain valid for a period of 60 days, after which we reserve the right to re-evaluate the submission prior to accepting the order.
- 3.2 An Order or signed quotation signifies acceptance of an offer from the customer to purchase Products and/or Services from SAFE I.S. Ltd.
- 3.3 The order will only be deemed as an Official Order when the Customer signs and returns the acceptance form in accordance with the specific terms and conditions as described in the quotation or issues an official purchase order in accordance with the specific terms within the quotation. No overriding terms will be accepted without written consent from Safe IS Ltd.
- 3.4 The Official Order will only be deemed as accepted when SAFE I.S. Ltd confirms acceptance to the customer via written confirmation, or commencement date of the services, at which point and on which date the Contract will come into existence.
- 3.5 These conditions shall apply to the supply of both Products and/or Services except where application to one or the other is specified.



- 3.6 Where a Quotation has been compiled and accepted based on the information provided by the Customer only, the accuracy of the information provided is the sole responsibility of the Customer and may become subject to a change in costs should. SAFE I.S. Ltd, acting reasonably, find additional Products and/or Service are required when surveying the works to be completed.
- 3.7 Any specialist access equipment and/or requirements for heights equal to and over 3 meters working height is excluded from the Quotation unless requested by the Customer or identified as a requirement by SAFE I.S. Ltd, and forms part of the costs within the quotation.
- 3.8 All samples, drawings, descriptive matter or advertising of Products and/or Services in brochures or on our website are provided for the sole purpose of giving an approximation of the Products and/or Services described in them. They shall not form part of the contract or have any contractual force.
- 3.9 Quotations allow for installation of the Products and/or Services on a continuous basis during Safe I.S. Ltd Standard Business Hours unless otherwise accepted as a part of the Contract
- 3.10 In placing an official order with SAFE I.S. Ltd, the Customer agrees to allow SAFE I.S. Ltd. to make provision to carry out minor rectification works as required, should they severely affect the fire system integrity and operation, up to a value of £100 net, unless specified otherwise in the quotation. At all times we will endeavour to notify the Customer prior to works taking place and seek approval of costs, however this cannot be guaranteed.
- 3.11 As detailed within the Quotation, SAFE I.S. Ltd. shall arrange for delivery of the Products and/or Services to an address nominated by the Customer at cost to the Customer.

4 Prices

- 4.1 The price of the Products and/or Services supplied by SAFE I.S. Ltd shall be the price as set out on the Quotation, on the invoice generated from telephone order, displayed on SAFE FIRE DIRECT at the time of purchase.



- 4.2 SAFE I.S. Ltd. acting reasonably, reserves the right, by giving notice to the Customer, as reasonably practical, at any time before delivery, to vary the price of the Products and/or Services, usual from time to time, to reflect any material increase in external costs incurred by SAFE I.S. Ltd. which is due to any factor beyond the control of SAFE I.S. Ltd. This includes, but is not limited to, any foreign exchange fluctuation or currency regulation; alteration of duties; significant increase in costs of labour; materials or other costs of manufacturer; any change in delivery dates, quantities or specifications for the Products and/or Services which is requested by the Customer; any delay caused by any instructions of the Customer; or failure of the Customer to give SAFE I.S. Ltd. adequate information or instructions.
- 4.3 All Prices on Quotations to the Customer for the Products and/or Services are, unless otherwise expressly provided, exclusive of any Value Added Tax (VAT), for which the Customer will be additionally liable, at the applicable rate, on receipt of a valid VAT invoice from SAFE I.S. Ltd.
- 4.4 All Prices, unless otherwise agreed in writing by SAFE I.S. Ltd:
- are based on the works being carried out during Safe I.S LTD standard Business hours (subject to alteration by SAFE I.S. Ltd);
 - are based on having continuous, uninterrupted, and unhindered access to the required site or premises where works are to be carried out, the Responsible Person(s) or nominated representative(s), equipment, facilities, utilities to enable the works to be completed as stipulated in the Contract.
 - Unless detailed within the quotation as included, do not include peripheral works, including but not limited to:- Out of hours' workings, any waiting time or delays caused by external influences, beyond SAFE I.S. Ltd control for example, delayed access to site, builders works of any kind, including chasing, making holes through floors over 25mm anywhere, all making good, including filling, painting and decorating and carpet lifting, laying or refitting, all main tray routes, trunking and containment, fault finding to existing cabling, final connections to 3rd party equipment, removal of furniture, 240V Mains supply to the Control Equipment, provision of spare circuit or space for circuit in mains distribution board and any Remote Monitoring Facility.
 - Should SAFE I.S. Ltd agree to carry out peripheral works of the kind set out in clause 4.4.C at the request of the Customer, then SAFE I.S. Ltd shall not be liable for any damage arising from carrying out this peripheral works provided that SAFE I.S. Ltd uses reasonable due care and attention taking in to account the age and condition of the existing site or premises to which the peripheral works is performed.



e) do not cover costs incurred due to unforeseen circumstances or any event beyond the reasonable control of SAFE I.S. Ltd.

4.5 Safe IS Ltd shall be entitled to charge for an abortive visit as detailed within the contract:

5 Payment and Charges

- 5.1 The Customer agrees to pay SAFE I.S. Ltd. the Price, plus VAT and any additional sums which are agreed between SAFE I.S. Ltd. and the Customer for the supply of the Products and/or Services, and any expenses reasonably incurred by SAFE I.S. Ltd. in the supply of the Products and/or Services, upon delivery of the Products and/or Services to the Customer.
- 5.2 SAFE I.S. Ltd. shall be entitled to issue the invoice to the Customer for the Price as specified on the Quotation, and if not specified, issue the invoice either on the date of the Contract or at interim instalments at the end of each calendar month during which the Products and/or Services are being supplied, or at such other times as may be agreed with the Customer.
- 5.3 Payment shall be made in full, strictly within 30 days from date of invoice, unless otherwise agreed in writing to the Customer, without any retention values or performance bonds, set-off, counterclaim, tax deduction or withholding or discount of any kind.
- 5.4 Payment shall be made in full and in clear funds to the bank account provided by SAFE I.S. Ltd on the quotation or invoice.
- 5.5 Should the contracted works or the Contract extend beyond a one-month period, SAFE I.S. Ltd. shall be entitled to submit interim invoices for payment to the Customer for works provided up to that date (including materials purchased for works not yet delivered)
- 5.6 The Customer shall pay SAFE I.S. Ltd the amount specified in the interim invoice within 30 days of the date of the interim invoice without any retention values or performance bonds, set-off, counter claim, tax deduction or withholding or discount of any kind.
- 5.7 The Customer acknowledges that an invoice can include the full cost of materials or equipment purchased, and/or labour expended on work in progress and to place into storage materials which cannot be accepted for delivery on Site.



- 5.8 If payment for the Products and/or Services is not made by the Customer on or before the due date, SAFE I.S. Ltd. reserves the right to cancel the Contract and all other existing or future orders placed by the Customer for the Products and/or Services and recover all materials.
- 5.9 If payment is not made by the due date, SAFE I.S. Ltd. shall be entitled, without limiting any other rights it may have (under the Contract or at law), to charge interest on the outstanding amount (both before and after any judgement) at the rate of 6% above the base rate of National Westminster Bank Plc from the due date until the outstanding amount is paid in full. SAFE I.S. Ltd. often employ the services of a 3rd party business partner to pursue any outstanding costs (including recovery costs), which must be met in full by the client.
- 5.10 The Customer will be liable for the payment of all expenses reasonably incurred by SAFE I.S. Ltd in the recovery of any payment, including legal costs to the extent permitted by law.

6 Delivery of Products and/or Services

- 6.1 SAFE I.S. Ltd shall deliver Products and/or Services to the location set out in the Quotation as agreed by the Customer
- 6.2 Delivery of Products is considered complete on the unloading of the Products at the delivery location agreed by the Customer.
- 6.3 Delivery of Services is considered fulfilled upon completion of the relevant works as stated in the Quotation.
- 6.4 SAFE I.S. Ltd shall not be liable for any delay in the delivery of Products and/or Services that are caused by a Force Majeure Event or the due to Customers failure to provide SAFE I.S. Ltd with a suitable delivery location, access or instructions.
- 6.5 SAFE I.S. Ltd shall supply the Services to the Customer in line with Quotation specifications.
- 6.6 The Customer acknowledges and accepts that SAFE I.S. Ltd may replace Products during service visits as deemed as necessary to ensure continued compliance with Regulatory Reform (fire safety) Order 2005, any subsequent and/or amendments to laws or regulation and the current British Standards.



- 6.7 The Customer acknowledges and accepts that SAFE I.S. Ltd may amend a Service Specification as necessary to ensure continued compliance with Regulatory Reform (fire safety) Order 2005, any subsequent and/or amendments to laws or regulation and the current British Standards, or, where the amendment does not materially affect the nature of, or quality of services.
- 6.8 SAFE I.S. Ltd shall use reasonable undertakings to meet any specified Service dates and times, however, such dates and times shall be estimates and will not be the standard for the performance of services.
- 6.9 SAFE I.S. Ltd will carry out service/contract works at the advised times and dates. If there is no access to site or they are prevented from carrying out the tasks assigned to them, the aborted fee costs as detailed within this document will be issued to the client.
- 6.10 SAFE I.S. Ltd will attempt to complete a delivery: - Once if sent via Royal Mail and twice via a Courier chosen by Safe such as UK Mail, with no additional charge for the 2nd attempted delivery on the Courier delivery unless it is due to any of the reasons detailed below.
- 6.11 The delivery costs will be met by the customer where one or more of the following reasons occurs:
- The customer fails to provide SAFE I.S. Ltd with the correct delivery address.
 - The customer fails to ensure that there is someone available to sign for the delivery
 - Access is not available to deliver the Goods successfully.
 - 3rd attempted delivery

7 Customer Obligations

- 7.1 Ensure the terms of the Order and complete and accurate.
- 7.2 To notify SAFE I.S. Ltd and Site Engineers of any Asbestos within the premises and provide SAFE I.S. Ltd with a copy of the Asbestos Register in advance of the Commencement Date.
- 7.3 It would be advisable for the "Responsible Person", or their nominated person, to be on site when the service is carried out. The Responsible Person should be familiar with the building and/or operation of the business and direct the SAFE I.S. Ltd attending Engineer where necessary to the equipment requiring works or service. The client must provide free access to all items and any specialist access required to complete the visit.



- 7.4 The Customer is responsible for advising SAFE I.S. Ltd of all conditions affecting the site and/or premises, including, but not limited to, the location of asbestos, concealed pipes, wires and cables for utilities such as water, gas, electricity, telephone or other services and shall provide the attending engineer with the locations before the works commence. In the absence of such information SAFE I.S. Ltd shall not accept liability for any consequential loss or damage to these services and the Customer agrees to indemnify SAFE I.S. Ltd against any claim whatsoever for any loss or liability under this clause.
- 7.5 To provide continuous, uninterrupted, and unhindered access to the required site or premises where works are to be carried out, the Responsible Person(s) or nominated representative(s), equipment, facilities, utilities to enable the works to be completed as stipulated in the Contract.
- 7.6 To provide adequate facilities at the Site at no cost to SAFE I.S. Ltd, including but not limited to parking, power, lifting equipment, scaffolding, scissor lifts, rubbish removal skips and lockable storage.
- 7.7 To prepare the site and/or premises in readiness for the supply of services in line with SAFE I.S. Ltd instructions, including obtaining permits, permission and consent, where applicable.
- 7.8 To ensure the site and/or premises complies with all applicable laws including Health and Safety laws.
- 7.9 Safe means of outlet and access, general lighting and welfare facilities are to be provided by the Customer to attending Engineers at all times
- 7.10 Ensure that the Customer and the Customer's Personnel:
- e) do not interfere with or disrupt, delay or hinder SAFE I.S. Ltd, its employees, subcontractors or other persons engaged by SAFE I.S. Ltd or prevent them from carrying out the works or cause them to incur additional cost; and
 - f) reasonably co-operate with SAFE I.S. Ltd and its employees and subcontractors.

8 Risk and Property

- 8.1 Where the Customer fails to meet any of the obligations under the Contract through any act, omission, or failure by the Customer resulting in preventing or delaying SAFE I.S. Ltd to carry out its any of its obligations under the Contract the Customer will be deemed as in Default Status:



- a) without limiting or affecting any other right or remedy available to it, SAFE I.S. Ltd shall reserve the right to suspend Services until the Customer remedies the Default Status, and to rely on the Default Status to relieve it from the performance of any of its obligations in each case to the extent the Default Status prevents or delays SAFE I.S. Ltd performance of any of its obligations.
- b) SAFE I.S. Ltd shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from SAFE I.S. Ltd failure or delay to perform any of its obligations as set out in Clause 9.10.1
- c) the Customer shall reimburse SAFE I.S. Ltd on written demand for any costs or losses sustained or incurred by SAFE I.S. Ltd arising directly or indirectly from the Default Status

8.2 Risk or damage to or loss of the Products and/or Services shall pass to the Customer in the case of:

- a) the Products are stored at SAFE I.S. Ltd. premises, at the time when SAFE I.S. Ltd. notifies the Customer that the Products are available for collection and/or delivery;
- b) if, after 10 business days from the date SAFE I.S. Ltd notifies the customer that their Products are ready for collection and/or delivery the customer has not collected or accepted delivery of the Products, SAFE I.S. Ltd may dispose of, or otherwise resell all or part of the Products and, after deducting reasonable storage and/or associated selling costs, charge the Customer for any deficit.
- c) the Products and/or Services to be installed at the Customer's premises or elsewhere at the Customer's request, at the time of installation or, if the Customer wrongfully fails to take delivery of the Products and/or Services or prevents SAFE I.S. Ltd.'s efforts to effect installation, at the time when SAFE I.S. Ltd. has tendered delivery of the Products and/or Services.

8.3 Notwithstanding delivery and the passing of risk in the Products and/or Services, or any other provision of these Terms, the property in the Products and/or Services shall not pass to the Customer until SAFE I.S. Ltd. has received, in cleared funds, payment in full of the Price of the Products and/or Services and all other Products and/or Services agreed to be sold by SAFE I.S. Ltd. to the Customer for which payment is then due.

8.4 Until the Products and/or Services or any part thereof has passed to the Customer as set out in clause 10.3, then the Customer will, until payment is made in full cleared funds to SAFE I.S. Ltd. of the Price:

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a) not remove, dispose of, resell, damage, deface, neglect, or conceal any identifying feature, characteristic or mark relating to the Products and/or Services and hold the Products and/or Services in trust for SAFE I.S. Ltd, maintaining satisfactory conditions and insured against all risks for their full price on behalf of SAFE I.S. Ltd. from the date of delivery.

b) notify SAFE I.S. Ltd immediately if the Products and/or Services become subject to any of the events listed in 13.1

8.5 The customer must notify SAFE I.S Ltd. within 2 working days of receiving Goods, excluding Saturday and/or Sunday, if any part of, or all of the Goods are either damaged or missing.

9 Warranty

9.1 Subject to Clause 14 Force Majeure.

9.2 SAFE I.S. Ltd. warrants that the Products and/or Services shall be of satisfactory quality, within the meaning of the Sales of Goods Act 1979 and be free from defects for a period of 12 months from the date of the collection, or delivery of services.

9.3 SAFE I.S. Ltd.'s liability under clause 10.2 shall be limited to the cost of repair or replacement of any defective or faulty Products and/or Services at SAFE I.S. Ltd.'s absolute discretion, providing:

c) the Products and/or Services have been correctly maintained whilst in the Customer's possession, and subject to any remedial works on the Products and/or Services taking place during Business Hours.

d) the customer gives notice in writing during the Warranties Period and within reasonable time of discovery and is able to satisfactorily demonstrate that the goods do not comply with the warranties set out in Clause 10.2

e) SAFE I.S. Ltd is given reasonable opportunity to inspect such Products and/or Services.

f) if asked to do so by SAFE I.S. Ltd, the Customer returns such Products to SAFE I.S. Ltd place of business at SAFE I.S. Ltd costs.

9.4 SAFE I.S. Ltd. Shall have no liability for any Products and/or Services failure to comply with the warranties set out in Clause 10.2 where:



- a) the defect has arisen due to the Products and/or Services not being correctly maintained whilst in the Customer's possession, for example; the Customer failed to follow the manufactures guidelines and/or SAFE I.S. Ltd oral or written instructions.
 - b) the defect has arisen due the Customer failing to follow SAFE I.S. Ltd oral or written instructions as to the storage, installation, and/or commissioning of the Products.
 - c) the defect has arisen as a result of fair wear and tear, wilful damage, neglect or abnormal working conditions.
 - d) the customer or any 3rd party, tampers, alters, or repairs such Products without first obtaining explicit consent from SAFE I.S. Ltd.
 - e) if the Customer use the Products and/or Services further after giving notice in accordance with Clause 10.3
- 9.5 The Customer acknowledges that the goods and the warranties in Clause 10.2 may not be transferable with a transfer in ownership.

10 Insurance

- 10.1 The Customer shall be liable to arrange a suitable policy of insurance to cover replacement of the Products and/or Services which is acceptable to SAFE I.S. Ltd., which shall take effect from the date of commencement of the installation of the Products and/or Services by SAFE I.S. Ltd, until the customer has paid in full for these Products/Services.
- 10.2 The Customer shall be required to provide SAFE I.S. Ltd. with appropriate documentary evidence of the insurance policy referred to in clause 11.1 upon the reasonable request of SAFE I.S. Ltd.



11 Limitation of Liability

11.1 SAFE I.S. Ltd including its employees, consultants, and subcontractors or otherwise (collectively SAFE I.S. Ltd) shall not be liable, whether under Contract, tort, (including negligence) or otherwise) for:

- a) any loss, damage, costs, expenses or other claims for compensation that were not caused by our breach of the Terms or incurred as a result of circumstances beyond the reasonable control of SAFE I.S. Ltd.
- b) any loss or damage that was not, at the time the contract with you was formed, a reasonably foreseeable consequence of SAFE I.S. Ltd breaching these terms
- c) Loss relating to any business of the Customers, loss of profits, loss or depletion of goodwill, or loss of opportunity; or loss of anticipated savings or any special indirect or consequential loss of any nature, to whatever extent, in whatever way; regardless of how, arising.
- d) Loss arising due to acts or omissions of any person other than SAFE I.S. Ltd or any of its subsidiaries, employees, consultants, or subcontractors or otherwise, including without limitation the Customer and its subsidiaries and their respective employees, agents, consultants and subcontractors, any emergency service or other service provider.

11.2 Subject to Clause 12.1, SAFE I.S. Ltd total aggregate liability to the Customer however arising at law, in equity, under statute, or otherwise, in respect of all claims arising out of or in connection with the Contract, will be limited to the total value of costs received by SAFE I.S. Ltd from the Customer under the Contract.

11.3 With the Exceptions of Clause 11 SAFE I.S. Ltd shall have no liability to the Customer in respect of any statements, representations, guarantees, conditions or warranties that are not expressly contained in the Contract.

11.4 No ascertained or liquidated damages have been assumed, unless otherwise stated in writing in the Contract.

11.5 No retention has been assumed, unless otherwise stated in writing in the Contract.

11.6 SAFE I.S. Ltd. charge for aborted service visits to site which are instigated by the Customer and highlight this in its service agreements. These aborted costs cover the rescheduling and often repositioning of personnel and un-recoverable administration costs.



11.7 The Terms implied by sections 13 to 15 of the Sales of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11.8 To the extent permitted by law, the Customer agrees that where SAFE I.S. Ltd breaches its obligations under the Contract, SAFE I.S. Ltd shall, at its election, re-supply the Products and/or Services or pay to have those Services supplied again or the replacement, repair or repayment of the Products to a maximum total value of the costs paid by the Customer under Contract with SAFE I.S. Ltd.

11.9 Nothing in these terms is intended to exclude or limit SAFE I.S. Ltd liability in the respect of:

- e) death or personal injury.
- f) Fraud.
- g) Fraudulent misrepresentation.
- h) Any liability that cannot be excluded or limited by law.

11.10 Clause 12 shall survive the termination of the Contract

12 Termination

- a) The Customer may terminate any Agreement at its convenience on the provision of 20 Business Days' written notice. The Customer shall be liable to pay a cancellation cost to SAFE I.S. Ltd which shall be calculated as follows:

Service Contracts

- I. If the Contract has been in place for more than 12 months a sum equal to the amount of service charges invoiced or due to be invoiced to the Customer in the current period of 12 months less 40%, if half of the annual service visits have been completed or 100% of the contract value if all of the service visits have been completed or: -
- II. If the Contract has then been in force less than 12 months a sum equal to the amount of service charges invoiced or due to be invoiced to the Customer in the current period of 12 months less 20%, if half of the annual service visits have been completed or 100% of the contract value if all of the service visits have been completed.



Works Contracts

If the Customer terminates any contract works within a quotation provided by SAFE IS LTD, the customer must pay SAFE I.S LTD for: -

- (i) Works carried out prior to the date of termination;
- (ii) the cost (including freight and storage charges) of Products ordered by SAFE I.S LTD for the Works; and
- (iii) Any labour cost already associated to completing the works up to the point of cancellation, the cost of removing from the Site all labour, equipment, appliances and other things in connection with the Works

SAFE I.S. Ltd may, without limiting or affecting any other right or remedy it may have terminate the Contract or cancel any of the Services by giving the other party written notice, provided that:

a) if the Customer is in material or persistent breach of its obligations under the Contract, where the breach is capable of remedy, fails to remedy that breach within 7 days after receipt of notice in writing from SAFE I.S. Ltd requiring it to do so. If the customer fails to pay any amount due under the Contract by the payment due date and then fails to pay the amount due within 7 days after receipt of notice in writing from SAFE I.S. Ltd requiring it to do so. If the Customer or any of its subsidiaries takes any action in connection with entering into administration, provisional insolvency or entering into an arrangement with its Creditors whether voluntary or involuntary, unless for the purpose of a solvent restructuring.



b) if the Customer or any of its subsidiaries, suspends, or threatens to suspend, ceases or threatens to cease all or parts of its business and/or if the Customers financial position deteriorates to such an extent that in SAFE I.S. Ltd reasonable opinion the customers capability to fulfil its obligations under the Contract has been placed at risk.

12.1 On termination of the Contract, the Customer shall immediately pay SAFE I.S. Ltd in full cleared funds all of the outstanding invoices and the invoices yet to be submitted for works that has been carried out by SAFE I.S. Ltd. and additional costs such as damages, charges and expenses incurred by SAFE I.S. Ltd. as a result of cancellation.

12.2 Termination of the Contract shall not affect any rights remedies, obligations and liabilities of the Parties accruing up to the date of termination including the right to claim damages in respect of any breach of the Contract which existed at or before the date of the termination.

12.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

13 Force Majeure

13.1 In the event of a Force Majeure Event, neither party shall be in breach of the Contract or liable for the delay in performing or failure to perform any of its obligations under the Contract

14 General

14.1 SAFE I.S. Ltd shall, where deemed fit for purpose, reserve the right to sub-contract part or all of the works whilst ensuring that quality of service remains constant.

14.2 Any formal notice issued to the Customer in connection with the Contract shall be in writing and shall be delivered by pre-paid first-class post at its registered office or principle place of business as applicable.

14.3 Any formal notice sent by first- class post will be deemed as received by 9:00am on the second business Day after posting or where applicable, at the time recorded by the delivery service.

14.4 All other forms of communication given to the Customer in connection with the Contract shall be in writing and may be via email.



14.5 Each party acknowledges that the Contract constitutes the entire agreement between the parties and supersedes all prior representations, contracts, statements and understandings, whether verbal or in writing. All other Terms and Conditions are excluded to the fullest extent permitted by law. The Terms, Provisions and Conditions of the Contract may only be varied by agreement in writing and signed by the parties where:

- a) each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- b) nothing in this Clause shall limit or exclude any liability for fraud.

14.6 Any provision of the Contract found to be, by a competent authority, invalid or illegal or unenforceable in whole or in part, shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If this is not possible the affected provision in full or in part shall be deemed as deleted. The validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

14.7 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract shall be reasonably considered only if it is communicated to the other party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract

14.8 Third parties shall have no rights or benefits under the Contract.

14.9 The Contract and any dispute claim, including non-contractual disputes or claims, shall be governed by and shall be construed in accordance with the Law of England and the parties hereby agree to submit to the exclusive jurisdiction of the English Courts.

15 Confidentiality

15.1 SAFE I.S. Ltd shall at all times comply with The General Data Protection Regulation (GDPR) (EU) 2016/679 or any equivalent legislation implemented in the UK follow the UK's withdrawal from the European Union.

15.2 The Customer agrees that SAFE I.S. Ltd may collect and use the Customer's personal information in accordance with SAFE I.S. Ltd Privacy Policy. For further information regarding SAFE I.S. Ltd Privacy Policy please request a copy.



- 15.3 Each party to the Contract undertakes to treat each party's Confidential Information including any Intellectual Property and Know-how disclosed by that party to the other for the Specified Purpose and identified as confidential before or at the time of disclosure
- 15.4 as confidential and not disclose to any third party any information received by them from the other party concerning business, affairs, customers, clients or suppliers except as permitted in Clause 16.3
- 15.5 Each party to the Contract may disclose the other party's confidential information:
- c) to its relevant employees, representatives or subcontractors for the purpose of carrying out the party's obligations under the Contract, ensuring that the persons to whom the information is disclosed fully comply with Clause 16.2.
 - d) if ordered to do so by the courts, both civil and criminal or if required by law or a governmental or regulatory authority.