



Unit 8 Ilford Trading Estate
Paycocke Road, Basildon
Essex, SS14 3DR
Tel: 01268 293199
E: service@chfireltd.co.uk
www.chfireltd.co.uk

Terms and Conditions

1. Formation of Contract

- a) All contracts, which we shall enter, are subject to these Terms & Conditions and it is hereby expressly agreed by you that your contractual conditions (if any) are excluded in their entirety.
- b) Quotations submitted by us shall. (Unless previously withdrawn), be open for acceptance for a period of 30 days from the date thereof.

2. Delivery

- a) Whilst we undertake to perform and complete the work of installation on the specified premises and to supply in connection therewith the equipment and materials so specified in our specification, we do not undertake to do so within any time or by any specified date. Any reference to any such time or date shall be construed as an estimate of the time within which it is reasonable for us to perform or complete the works when such time or date was referred to and no more.
- b) In the event of performance or completion of the work or of the supply of equipment and materials so described being prevented, hindered or impeded by reason of strike, lockout, combinations of work people, shortage of labour, fire, frost, accident, breakdown, acts of God, force majeure, failure to deliver by any of our sub-contractors or Suppliers, or any cause whatsoever beyond our control, then we shall be entitled to suspend despatch, delivery, and installation under this contract (upon giving notice in writing to you) for the period required by us to overcome the consequences of such causes or any such cause and will be under no responsibility whatsoever for any consequent non-delivery or delay, and you will not be entitled to cancel this contract without our written consent or to make any claim upon us in respect of such non-delivery or delay.
- c) Without prejudice to any of the matters aforesaid in the event of delay howsoever caused in completion of the work of installation our liability for any loss or damage (direct or indirect) howsoever caused shall not exceed £100.

3. Price

All prices quoted are based on the costs of labour, equipment, materials, plant, transports, and conformity with statutory obligations prevailing at the date of quotations; in the event of any change in any of the costs aforesaid between the date of quotation and the date of delivery or the date of installation, the labour, equipment, materials, plant and transport will be invoiced upon the basis of the prices prevailing on the date of delivery or installation. If you disagree with any such invoiced price, then the quoted price will be payable at the time or times herein provided for and the reasonableness of the extent (if any) of any increases or decreases in the quoted price shall be referred to arbitration in accordance with the Arbitration Act 1950.

4. Payment

- a) Time for payment shall be of the essence of this contract and in the event of failure to comply with the terms as to payment (whether the prices be paid by instalments or otherwise) we shall have the option to treat the contract as at an end and to remove any equipment and materials whether already delivered or installed or not, or to suspend performance of the contract until such terms have been complied with and you will be liable to indemnify us against any costs, charge or liability arising out of or in connection with such termination or suspension of the contract and no alleged fault or deficiency in any equipment, materials or workmanship shall entitle you to withhold any payment provided for by this contract.
- b) Without prejudice to our right to treat the contract as at an end upon non-payment or to suspend the same and to claim indemnity as aforesaid, interest shall be payable from the date at which any payment falls due at the rate of 4% above bank base rate.





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5. Property

The property in any equipment and materials despatched, delivered, or installed by us in accordance with or pursuant to this contract shall remain with us until the whole of the price has been paid irrespective of whether such equipment and materials have been installed in whole or in part and such equipment and materials shall be at your risk until payment has been completed so that should any equipment and materials or the premises to which they have been delivered, or installed be lost destroyed or damaged by any cause whatsoever or howsoever arising between despatch and final payment the contract price shall be paid in full less the costs of such installation or completion as remains to be carried Out when such loss destruction or damage took place.

6. Defects

a) In the case of a new system being installed which is in no way an extension to an existing installation not withstanding any express or implied condition (statutory or otherwise) as to description fitness for any particular purpose or merchantability, it is agreed that in the event of our subjecting the pipework of the completed installation normally subjected to continuous working water pressure (except pumps and pump suction piping) to a test pressure of 14 bar for a period of at least 1 hour, such test shall be final and conclusive evidence that the equipment and materials delivered, or installed are in accordance with this contract and that the work of installation has been completed in compliance with such contract and we shall not be liable for any loss or damage (direct or indirect) or consequential loss however caused which arises out of or in connection with any defect which has not in fact been ascertained upon such test.

b) In the case of any extension to an existing system paragraph **6 (a)** hereof shall apply as if the said extension were a new installation, save only that the test pressure shall be within our discretion.

c) In relation to any connection between any installations (new or existing) and the water supplied paragraph **6 (a)** hereof shall apply as if the said connection were a new installation, save only that the test pressure shall be within our discretion.

d) In so far as any equipment and materials delivered or installed are not normally subject to continuous working water pressure including pumps and pump suction piping and have not been tested in accordance with paragraphs **6 (a)**, **6 (b)** and **6 (c)** notwithstanding any express or implied condition (statutory or otherwise) as to description, fitness for any particular purpose or merchantability, we shall not be liable for any loss or damage (direct or indirect) or consequential loss howsoever caused which arises in connection with any defect in such equipment or materials where such equipment or materials are manufactured by us save for replacement of the defective equipment and materials.

e) As far as any equipment and materials delivered or installed are not normally subject to continuous working water pressure including pumps and pump Suction piping and have not been tested in accordance with paragraphs **6 (a)**, **6 (b)** and **6 (c)** and are not manufactured by us our liability for any loss or damage (direct or indirect) or consequential loss howsoever caused which arises in connection with any defect in such materials shall be limited to the amount of damages (if any) which we are able to recover from our supplier or (where our supplier is not the manufacturer) from the manufacture of the said materials.

f) Not withstanding any express or implied condition (statutory or Otherwise) as to description, fitness for any particular purpose or merchantability, it is agreed that prior to completion of installation we shall not be liable for any loss or damage (direct or indirect) or consequential loss howsoever caused which arises in connection with any equipment or materials (whether manufactured by us or not) delivered or supplied by us under this contract or with the installation thereof.

7. Tests

The fact that a test has been performed at a test pressure of 14 bar, or at such pressure as we decide upon in our discretion for a period of 1 hour shall be conclusive evidence that such test was properly conducted.





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8. Elements

Where bulb frangible elements and fusible elements form part of the equipment or materials delivered or installed under this contract they shall not be subjected to ambient temperatures, other than by fire, exceeding 20°C (36°F) and 33°C (59°F) respectfully below their rating. Frangible and fusible elements shall not be painted. Compliance with this paragraph shall be a Condition precedent to any liability whatsoever upon us howsoever arising in respect of any injury loss or damage howsoever caused.

9. Alterations and Modifications

In the event of any alterations or modification being made to the premises wherein our equipment or materials are to be or are being erected or installed or to any of your plant or to any plan or design relating to such premises or plant to be constructed, altered or modified, the contract price will be increase or decrease by the amount (taking into account costs, profits and overheads) occasioned by such alterations or modifications. If you disagree with any such increase or decrease, then the quoted prices will be payable at the time or times herein provided for and the extent (if any) of such increase or decrease shall be referred to arbitration in accordance with the Arbitration Act, 1950.

10. Patents, Registered Designs and Trademarks

We shall not be liable for the infringement of any patent, registered design, trademark, or other protective right where goods are manufactured to your design(s) and/or instruction(s) and you will fully indemnify us against any claim in respect thereof howsoever arising.

11. Cancellation

- a) you may only cancel the Contract with our previous written consent which consent shall be given or withheld at our sole discretion and upon such terms, as we deem fit.
- b) Without prejudice to our rights in paragraph 5 hereof we shall have the right to cancel the Contract by notice in writing posted by us or delivered to you, if we shall have no such right of cancellation once any equipment or materials have been delivered to the premises where they are to be installed.

12. Liability

- a) Without prejudice to the foregoing exclusions and limitations we shall not be under any liability for any loss or damage (direct or indirect), or consequential loss howsoever caused, where such loss or damage arose from out of or in connection with any event which occurred at a time when you were in breach of any obligation to effect payment under this agreement.
- b) Without prejudice to the foregoing exclusions and limitations our liability for damages in the event of any breach (whether such breach be a fundamental breach or breach of a fundamental term or not) of or failure to perform this contract or resulting from any negligence by us or our servants or agents shall not exceed the total price payable by you under this contract or £1,000 whichever sum be the lesser and we shall be under no liability in excess of such sums in respect of any loss or damage (direct or indirect) or consequential loss howsoever caused and howsoever arising, regardless whether the property in the goods despatched delivered or installed has or has not been passed to you.

13. Indemnity

You shall indemnify us and our servants or agents against all claims and proceedings made or brought against us and our servants or agents in respect of any injury loss or damage (direct or indirect) or consequential loss howsoever arising to any person or property howsoever caused which arises out of or in connection with the execution of the said contract





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regardless whether the property in the said plant, materials or goods despatched, delivered, or installed has or has not been passed to you.

14. Bankruptcy

In the event of your bankruptcy or insolvency or in the event of a receiving order being made against you or in the event of your compounding with your creditors or in the event of the commencement of winding up proceedings, (you being a limited company and such proceedings being other than a member's voluntary winding up for the purpose of reconstruction or amalgamation) or in the event of your business being earned on under a receiver for the benefit of creditors or any creditor, then we may at our option terminate this contract by notice in writing, whereupon all sums due from you shall remain due and you shall be liable to us for any loss occasioned in consequence of such termination.

15. Access Equipment

Any access equipment, plant, or tools, which we may provide, shall be for the use of our workers only. In the event of any person not in our employ in any way making use of such access equipment, plant, or tools, (whether with our consent, expressed or implied, or not) whilst the same is on your premises, any claim which may arise in respect to an accident arising out of or in connection with the use of such scaffolding, plant or equipment by any such person, shall be your sole responsibility howsoever such accident be caused and you shall keep us fully indemnified against any such claim whatsoever.

16. General

a) As far as this contract provides for the delivery and installation of equipment and materials other than fire protection installations containing water under pressure and other than equipment or materials to be despatched, delivered, or installed in connection therewith paragraphs 6 (a) (b) (c) and (f) hereof shall be of no effect.

b) The Law of England shall govern this contract.

c) Our Offer is conditional on: (a) you providing to us [our receiving] a current Credit Rating for your company acceptable to us; or (b) you providing to us [our receiving] a Performance Bond / Parent Company Guarantee satisfactory to us; or (c) our agreeing satisfactory payment terms with you, which may or may not include an advance payment (all at our sole discretion). This condition needs to be satisfied before you can accept our Offer and therefore until such condition has been satisfied or waived by us in writing (at our sole discretion), our Offer is not capable of acceptance by you, and we are free to withdraw it at any time without liability.

