TERMS OF SERVICE

1. Interpretation

1.1 **Definitions.** In these Conditions the following definitions apply:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services and any Goods, as set out in Section 1 and/or the Quotation, together with any other charges payable under clause 8.

Commencement Date: the date set out in the Contract Details or, if none, the date agreed by the Supplier for commencement of the Services.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.5.

Contract: the contract between the Supplier and the Customer for the supply of Services (and any Goods) in accordance with the Contract Details, Section 1, the Quotation and these Conditions.

Contract Details: the contract details set out at the start of Section 1.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Customer: the person or firm who purchases Services from the Supplier, as described in the Contract Details or the Quotation.

Customer Default: has the meaning set out in clause 6.3.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the Data (Use and Access) Act 2025, together with any guidance or codes of practice issued by the Information Commissioner.

Deliverables: all documents, reports, certificates, logbook entries, drill reports and other materials produced by the Supplier for the Customer in connection with the Services.

Equipment: the fire detection and alarm systems, emergency lighting, portable fire extinguishers and other fire safety systems and equipment at the Premises to which the Services relate.

Fire Safety Legislation: all legislation relating to fire safety that applies to the Premises from time to time, including (as applicable) the Regulatory Reform (Fire Safety) Order 2005 (as amended by the Fire Safety Act 2021 and the Building Safety Act 2022), the Fire Safety (England) Regulations 2022, the Building Safety Act 2022 and regulations made under it, the Fire (Scotland) Act 2005 and the Fire Safety (Scotland) Regulations 2006, and the Fire and Rescue Services (Northern Ireland) Order 2006 and the Fire Safety Regulations (Northern Ireland) 2010.

Goods: any goods supplied by the Supplier to the Customer, including fire extinguishers, detectors, devices, batteries, lamps, fittings, signage and spare parts.

Initial Term: the period set out in the Contract Details or, if none, 12 months from the Commencement Date.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for Services comprising, as the case may be, the Customer's signature or written (including email) acceptance of the Contract for Services, the Customer's written (including email) acceptance of the Supplier's Quotation, or the Customer's purchase order issued in response to the Quotation. For the avoidance of doubt, to be effective as an offer, an Order must accept the terms of the Quotation without variation or amendment.

Premises: the premises at which the Services are to be provided, as set out in the Contract Details or the Quotation.

Quotation: a quotation for Services and/or Goods issued by the Supplier on these Conditions.

Relevant Standards: the British and European standards and codes of practice applicable to the Services, including BS 5839-1 and BS 5839-6 (fire detection and fire alarm systems), BS 5266-1 and BS EN 50172 (emergency lighting), BS 5306-3 and BS 5306-8 (portable fire extinguishers) and BS 7671 (requirements for electrical installations), in each case in the edition current at the time the relevant Services are performed.

Remedial Works: any repair, replacement, modification or upgrade of the Equipment, or other work, that is not included in the Services as described in Section 1 or the Specification.

Responsible Person: the person who has duties under the Fire Safety Legislation in respect of the Premises, including the "responsible person" under the Regulatory Reform (Fire Safety) Order 2005, a "duty holder" under the Fire (Scotland) Act 2005 and an "appropriate person" under the Fire and Rescue Services (Northern Ireland) Order 2006.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer, as described in Section 1 and the Specification.

Specification: the description or specification of the Services provided by the Supplier to the Customer, including any set out in Section 1 or the Quotation.

Standard Rates: the Supplier's rates, whether day, hourly, call-out or otherwise, in force from time to time, a copy of which is available on request.

Supplier: The Fire Safety Company Ltd, a company registered in England and Wales with company number 04994653 and registered office at Stagecoach House, Gatherley Road, Brompton-On-Swale, North Yorkshire, DL10 7JF.

Supplier Materials: has the meaning set out in clause 6.1(h).

Visit: an attendance at the Premises by the Supplier's personnel or subcontractors to perform the Services.

1.2 **Interpretation.** In these Conditions:

(a) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and includes all subordinate legislation made under it;

(b) any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(c) a reference to writing or written includes email but not other forms of electronic messaging;

(d) a reference to a person includes an individual, company, partnership or other body, whether or not having separate legal personality;

(e) clause headings do not affect the interpretation of these Conditions, and words in the singular include the plural and vice versa; and

(f) where the Supplier has not issued a Contract for Services comprising the Contract Details and Section 1, references in these Conditions to the Contract Details or Section 1 shall be read as references to the Quotation.

2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Services (and any Goods) on the terms set out in the Quotation, subject to these Conditions.

2.2 **Acceptance of these Conditions.** Each Quotation is issued subject to these Conditions, which are attached to or referred to in the Quotation. The Customer's acceptance of a Quotation in any manner, including by email, by signing the Quotation or the Contract for Services, by issuing a purchase order, or by instructing or allowing the Supplier to start work, shall constitute acceptance of these Conditions in full, whether or not the Customer's acceptance expressly refers to them. An email accepting a Quotation sent by any employee or representative of the Customer who has, or appears to have, authority to place orders on the Customer's behalf shall bind the Customer.

2.3 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order or, if earlier, when the Supplier starts to perform the Services, at which point and on which date the Contract shall come into existence.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues, brochures or website, are issued or published for the sole purpose of giving an approximate idea of the Services and Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate (including on any purchase order, delivery note or similar document), or which are implied by trade, custom, practice or course of dealing.

2.6 Any Quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

2.7 The Customer confirms that it is entering into the Contract in the course of its trade, business or profession and not as a consumer. These Conditions do not apply to consumers, who are supplied on the Supplier's separate Terms of Service for Domestic Customers.

3. Commencement and term

3.1 The Contract shall commence on the Commencement Date and shall continue for the Initial Term and thereafter until terminated by either party in accordance with clause 13.

3.2 Any notice given under clause 13.1 shall not expire before the end of the Initial Term.

3.3 Where the Contract is for one-off works or Goods only (including Remedial Works quoted separately), clauses 3.1, 3.2 and 13.1 do not apply and the Contract shall end on completion of the works or delivery of the Goods and payment of the Charges, without affecting any accrued rights or any provision intended to survive termination.

4. Supply of Services

4.1 The Supplier shall supply the Services to the Customer from the Commencement Date in accordance with the Specification in all material respects.

4.2 The Supplier shall perform the Services using reasonable care and skill, in accordance with good industry practice and the Relevant Standards applicable to the Services, using personnel who are suitably trained, competent and experienced.

4.3 The Supplier shall use all reasonable endeavours to meet any performance dates confirmed by the Supplier in writing, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.4 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law, regulatory requirement or change to the Relevant Standards, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event. Where such an amendment increases the cost to the Supplier of providing the Services, the Supplier may, on giving the Customer not less than 30 days' written notice, make a corresponding adjustment to the Charges.

4.5 Following each Visit, the Supplier shall provide the Customer with a service report and, where applicable, a certificate of inspection and servicing or testing in the form recommended by the Relevant Standards, and shall make or provide entries for the Customer's fire safety logbook. Where the Supplier holds third-party certification for any of the Services, it may issue certificates under the rules of that certification scheme.

4.6 The Supplier may use subcontractors to perform any part of the Services. The Supplier shall remain responsible for the acts and omissions of its subcontractors as if they were its own.

4.7 The Supplier will use reasonable endeavours to ensure the continuity and availability of staff required for the provision of the Services. Where a dedicated engineer or consultant is provided for the delivery of the Services, the Customer accepts that it may not be possible to provide the Services if or to the extent that person is unavailable, including for reasons of sickness, bereavement or holiday, and the Supplier shall in such case use reasonable endeavours to provide a suitably qualified replacement. This clause 4.7 is subject to clause 5.11 in respect of weekly fire alarm testing.

4.8 The Customer agrees and accepts that the Supplier shall have no responsibility or liability with respect to the Customer's failure to implement or action any recommendations or advice given by the Supplier.

5. Fire safety responsibilities

5.1 **Responsible Person.** The Customer acknowledges that it (or, where different, the Responsible Person for the Premises) retains all duties imposed on the Responsible Person by the Fire Safety Legislation. The Services are intended to assist the Customer in meeting its duty to maintain the Equipment, but the Supplier does not by entering into the Contract become the Responsible Person or assume any of the Responsible Person's statutory duties, and the Supplier is not responsible for the overall fire safety of the Premises. For the avoidance of doubt, the Supplier does not act as the Responsible Person for any Premises, and nothing in any Quotation, proposal, website, brochure or other marketing material of the Supplier shall be construed as an undertaking by the Supplier to act as the Responsible Person or to assume any of the Responsible Person's duties.

5.2 **Exclusions.** Unless expressly included in the Specification, the Services do not include:

(a) carrying out or reviewing a fire risk assessment;

(b) the design of, or verification that the category, coverage, siting, design or installation of, any Equipment not installed by the Supplier is suitable for, or compliant with, the Relevant Standards or the Customer's fire risk assessment or fire strategy;

(c) inspection or testing of the fixed electrical installation (other than the circuits forming part of the Equipment to the extent required by the Relevant Standards);

(d) fire doors, compartmentation, passive fire protection, sprinkler, suppression, smoke control or other systems not listed in Section 1; or

(e) remote monitoring or the services of an alarm receiving centre.

Any observations the Supplier makes on these matters are given for information only. In any event, and whatever the Specification says, the Supplier does not carry out, and the Services shall not include, any assessment of cladding or external wall systems (including under PAS 9980 or for the purposes of an EWS1 form), or the preparation of any fire engineering or fire strategy report.

5.3 **Fire risk assessment and information.** The Customer shall ensure that a suitable and sufficient fire risk assessment of the Premises is carried out, recorded and kept under review by a competent person as required by the Fire Safety Legislation. The Customer shall provide the Supplier with copies of, or access to, all information reasonably required to perform the Services, including the relevant parts of the fire risk assessment and any fire strategy, the fire safety logbook, as-fitted drawings, zone plans, cause-and-effect information, previous certificates and records of variations from the Relevant Standards.

5.4 **User checks.** Except to the extent included in the Services, the Customer remains responsible for carrying out and recording any routine user checks and tests of the Equipment recommended by the Relevant Standards or required by the Fire Safety Legislation, and for maintaining the fire safety logbook.

5.5 **Defects and recommendations.** The Supplier shall notify the Customer in writing of any defect, deficiency or non-compliance in the Equipment that it identifies during a Visit, together with its recommendations. The Supplier shall always notify the Customer of any defect affecting safety promptly and regardless of whether any sums are outstanding under the Contract. It is the Customer's responsibility to decide whether to instruct Remedial Works and to put in place suitable interim measures until any defect is rectified.

5.6 **Remedial Works.** Remedial Works are not included in the Charges. The Supplier shall provide a quotation for Remedial Works on request or charge for them at its Standard Rates plus the cost of parts and materials. The Customer authorises the Supplier to carry out, without further authorisation, minor Remedial Works identified during a Visit up to the value per Visit set out in the Contract Details (if any).

5.7 **Unsafe or failed equipment.** Where the Supplier reasonably considers that any item of Equipment is unsafe, has failed, is beyond economic repair or has reached the end of its service life (including any extinguisher that fails its service or is due for replacement under BS 5306-3), the Supplier may label that item as out of service and, with the Customer's agreement where reasonably practicable, remove it. The Supplier shall inform the Customer before leaving the Premises and recommend a replacement.

5.8 **Disablement and false alarms.** Where testing or maintenance requires any part of the Equipment to be isolated or disabled, the Supplier shall inform the Customer's representative before doing so and when the Equipment is restored. The Customer shall be responsible for:

(a) notifying occupants, any alarm receiving centre or remote monitoring provider, its insurers and (where required) the fire and rescue service before testing begins and when it ends;

(b) putting in place appropriate interim fire safety measures (such as a fire watch) for any period during which the Equipment is wholly or partly disabled; and

(c) any charges levied by a fire and rescue service, monitoring provider or other third party in respect of false or unwanted alarms, except to the extent caused by the Supplier's negligence or breach of the Contract.

5.9 **Evacuation drills.** Where the Services include evacuation drills, the Supplier shall plan, observe and report on the drill. The Customer shall be responsible for informing occupants and any third parties as appropriate, providing fire wardens and marshals, ensuring that any personal emergency evacuation plans and assistance for disabled or vulnerable persons are in place, making safe any hazardous processes, and the conduct of its own staff and visitors during the drill. Evacuation drills do not discharge the Customer's duty to provide fire safety training to its employees.

5.10 **Building safety.** The Customer shall inform the Supplier before the Commencement Date if the Premises is a higher-risk building under the Building Safety Act 2022 or a building to which the Fire Safety (England) Regulations

2022 apply. The Supplier shall provide such information about the Services as the Customer reasonably requires to meet its record-keeping and information obligations in respect of such a building, and may charge at its Standard Rates for information beyond the Deliverables.

5.11 **Weekly fire alarm testing.** Where the Services include weekly fire alarm testing and the Supplier's tester is unavailable to carry out the test in any week (including by reason of sickness, holiday or other absence), the Supplier shall carry out a double test in the week immediately preceding or following the week of absence, so that the rotation of manual call points recommended by BS 5839-1 is maintained. The Supplier shall, where reasonably practicable, notify the Customer in advance of the week affected, and shall record the double test in the fire safety logbook. No reduction in the Charges shall apply where a double test is carried out in accordance with this clause.

5.12 **Fire risk assessments.** Where the Services include a fire risk assessment:

(a) the Supplier shall carry out the fire risk assessment of the Premises (or such parts of them as are described in the Specification) using a competent fire risk assessor, in accordance with the Fire Safety Legislation and with reference to PAS 79-1 (non-domestic premises) or PAS 79-2 (housing), or such other methodology as is stated in the Quotation, and shall provide the Customer with a written report recording the significant findings and an action plan. The report shall record the name of the individual assessor and of the Supplier;

(b) unless otherwise agreed in writing, the fire risk assessment is non-intrusive and is based on a visual inspection of those areas of the Premises that are reasonably accessible at the time of the Visit. It does not include opening up of the building fabric, lifting of floor coverings, removal of ceiling tiles or panels, destructive or intrusive investigation of compartmentation or fire stopping, an assessment of external wall systems (including under PAS 9980) (which the Supplier does not undertake: see clause 5.2), structural or fire engineering analysis, an asbestos survey, or the testing of any Equipment. Any areas that could not be accessed shall be recorded in the report;

(c) the fire risk assessment reflects the conditions observed on the date of the assessment and the information provided by or on behalf of the Customer, on which the Supplier is entitled to rely without independent verification. The Supplier shall not be responsible for any change in conditions, use or occupancy after that date, or for any matter concealed from view or not disclosed to it;

(d) the fire risk assessment is intended to identify significant fire hazards and the general fire precautions required, and does not guarantee that every hazard or deficiency has been identified or that the Premises comply with the Fire Safety Legislation in all respects;

(e) the Customer (as, or on behalf of, the Responsible Person) remains responsible for considering the report, implementing the action plan within the timescales recommended, and keeping the fire risk assessment under review, including at the review date recommended in the report and whenever there is reason to suspect it is no longer valid (for example following alterations, a change of use or occupancy, or a fire or near miss). Unless engaged to do so, the Supplier is not responsible for reviewing the fire risk assessment or checking whether the action plan has been implemented;

(f) the Supplier holds BAFE SP205 (Life Safety Fire Risk Assessment) third-party certification for fire risk assessment (BAFE Registered Organisation ID 301128, certificate number 101241);

(g) any priorities and timescales in the action plan are the assessor's recommendations based on professional judgement. The Customer, as or on behalf of the Responsible Person, decides how and when to implement them, having regard to its duties under the Fire Safety Legislation; and

(h) the report is provided for the Customer's use only and is subject to clause 9.5.

5.13 **Training.** Where the Services include fire warden, fire marshal, fire extinguisher or other fire safety training:

(a) the Supplier shall deliver the course described in the Quotation at the Premises or another agreed venue, for up to the maximum number of delegates stated in the Quotation;

(b) the Customer shall provide a suitable training room and facilities and, for any practical fire extinguisher training, a safe outdoor area for which it has obtained any necessary permissions, and shall inform the Supplier in advance of any delegate's accessibility, language or other needs;

(c) if the Customer cancels or postpones a booked course on less than 10 Business Days' written notice, the Supplier may charge 50% of the course fee, and on less than 5 Business Days' written notice, 100% of the course fee. The Customer may substitute delegates at no extra charge;

(d) delegates must follow the trainer's safety instructions, and the trainer may exclude from any practical exercise any delegate who in the trainer's reasonable opinion is acting unsafely, without refund;

(e) the Supplier shall issue a certificate of attendance to each delegate who attends the whole course. A certificate records attendance only and is not a certificate or guarantee of the delegate's competence;

(f) the Customer remains responsible for providing its employees with adequate fire safety training as required by the Fire Safety Legislation, for arranging refresher training, and for appointing a sufficient number of competent persons to implement its fire safety measures; and

(g) course materials are Deliverables, and the Customer may use them only for its own internal purposes and shall not use them to deliver training to others.

6. Customer's obligations

6.1 The Customer shall:

(a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services, and appoint a representative with authority to make decisions on its behalf in relation to the Services;

(c) provide the Supplier, its employees, agents, consultants and subcontractors with safe access to the Premises at the agreed times, together with such keys, codes, passwords, facilities and other support as may be reasonably required by the Supplier;

(d) provide the Supplier with such data, information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(e) prepare the Premises for the supply of the Services;

(f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(g) comply with all applicable laws, including health and safety laws and the Fire Safety Legislation;

(h) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

(i) comply with any additional obligations as set out in the Specification.

6.2 Without prejudice to clause 6.1, all Quotations issued by the Supplier are subject to the following requirements, which shall be incorporated into any resulting Contract:

(a) electrical power and lighting for any works to be undertaken by the Supplier will be provided by the Customer free of charge;

(b) use of welfare, storage and administration facilities will also be provided free of charge;

(c) any building work required in connection with the Services will be provided by the Customer free of charge, including the cost of making good;

(d) scheduled Visits which are cancelled by the Customer on less than two Business Days' notice, or which are aborted because the Supplier is refused access or cannot safely carry out the Services for reasons within the Customer's control, will be charged at the Supplier's Standard Rates;

(e) any system or installation provided by the Supplier will be demonstrated to the Customer's staff available on site on the commissioning date. Any additional visits required for demonstration or training will be charged at the Supplier's Standard Rates;

(f) if access equipment is required to safely undertake works, any equipment costs incurred by the Supplier, including rental or hire costs, will be passed on to the Customer at cost plus 15%;

(g) the Customer is responsible for ensuring that the electrical installation at the Premises (other than any part installed by the Supplier) is maintained in a safe condition in accordance with the Electricity at Work Regulations 1989 and BS 7671. If the Supplier reasonably considers that any part of the electrical installation is unsafe, it may suspend the affected Services and shall notify the Customer;

(h) the Customer must provide free and unfettered access to all areas required for the provision of the Services and shall ensure that all such areas are safe and clear of obstacles;

(i) the Customer shall provide the Supplier, before any Visit, with all relevant health and safety information about the Premises, including site rules, induction requirements, permit-to-work arrangements and

known hazards, and shall make available its asbestos register and management plan in accordance with the Control of Asbestos Regulations 2012. The Supplier may decline to carry out, or suspend, any work which in its reasonable opinion may disturb asbestos-containing materials or which cannot otherwise be carried out safely;

(j) where any Services or Remedial Works constitute construction work, the Customer acknowledges that it is the client for the purposes of the Construction (Design and Management) Regulations 2015 and shall comply with its duties as client; and

(k) the Supplier does not carry out hot works at the Premises (including welding, flame cutting, brazing, or the use of blow lamps, blow torches or hot air guns). Any such works required in connection with the Services shall be arranged by the Customer under its own permit-to-work arrangements.

6.3 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 6.3; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

7. Goods and Installation Works

7.1 Risk in any Goods shall pass to the Customer on delivery to, or installation at, the Premises.

7.2 Title to Goods shall not pass to the Customer until the Supplier has received payment in full for them. Until title passes, the Customer shall hold the Goods as the Supplier's bailee, keep them insured and not remove or dispose of them except in the ordinary course of using the Equipment, and the Supplier may enter the Premises to recover them if payment is not made when due.

7.3 The Supplier warrants that Goods supplied by it will, for 12 months from delivery, be free from material defects in materials and workmanship. This warranty does not apply to consumables (including batteries and lamps), to defects caused by fair wear and tear, misuse, vandalism, accidental damage, discharge, failure to follow instructions, or alteration or repair by anyone other than the Supplier, or to Goods that have been used in a fire. The Supplier shall, at its option, repair or replace defective Goods or refund the price paid for them, and this shall be the Customer's sole remedy for breach of this warranty. The Supplier shall also pass on to the Customer the benefit of any manufacturer's warranty, to the extent it is able to do so.

7.4 The Supplier shall dispose of any condemned extinguishers, batteries, electrical equipment and other waste arising from the Services that it removes from the Premises in accordance with applicable environmental law, including the Waste Electrical and Electronic Equipment Regulations 2013 and the Hazardous Waste (England and Wales) Regulations 2005 (or equivalent legislation elsewhere in the United Kingdom), and may charge a reasonable disposal fee.

7.5 **Installation Works.** Where the Supplier designs, supplies, installs or commissions any Equipment (Installation Works):

(a) the Supplier shall carry out the Installation Works in accordance with the Quotation and the Relevant Standards. Where the Supplier is responsible for design, it shall design the Equipment to the category or type of system stated in the Quotation or, if none is stated, as agreed in writing with the Customer having regard to the Customer's fire risk assessment and any fire strategy;

(b) the Customer shall be responsible for providing its fire risk assessment and any fire strategy, and for agreeing the category or type of system and any variations from the Relevant Standards, which the Supplier shall record on the relevant certificates;

(c) on completion, the Supplier shall commission the Equipment, issue the design, installation and commissioning certificates (and any other certificates and as-fitted documentation) required by the Relevant Standards, and demonstrate the Equipment in accordance with clause 6.2(e). The Installation Works shall be treated as complete (Handover) on the issue of the commissioning certificate or, if earlier, when the Customer takes the Equipment into use;

(d) the Supplier warrants that, for 12 months from Handover, the Installation Works will be free from material defects in workmanship and, where the Supplier was responsible for design, in design. The Supplier shall remedy at its own cost any such defect notified to it in writing within that period. This warranty is subject to the same exclusions as apply under clause 7.3, and is conditional on the Equipment being maintained in accordance with the Relevant Standards and on all sums due for the Installation Works having been paid. This shall be the Customer's sole remedy for defective workmanship or design in the Installation Works;

(e) unless the Quotation states that the Supplier will do so, the Customer is responsible for obtaining any approvals and giving any notices required under the Building Regulations 2010 (including, for a higher-risk building, any approval of the Building Safety Regulator), and for appointing any principal designer and principal contractor required under the Construction (Design and Management) Regulations 2015 or Part 2A of the Building Regulations 2010. The Supplier need not start the Installation Works until the Customer has confirmed in writing that any required approvals are in place;

(f) the Supplier shall issue an Electrical Installation Certificate in accordance with BS 7671 for any new circuits it installs. Where the work is notifiable under Part P of the Building Regulations 2010, the Supplier shall notify it through a competent person scheme of which it is a member or, if it is not a member of such a scheme, shall tell the Customer before starting work so that building control can be notified;

(g) clause 7.2 applies to Goods forming part of the Installation Works only until they are installed; and

(h) the Charges for Installation Works shall be as set out in the Quotation and may be invoiced in stages where the Quotation so provides. Any variation to the Installation Works requested by the Customer shall be charged at the Standard Rates plus the cost of parts and materials.

7.6 **Fluorinated foam (PFAS).** Some foam fire extinguishers and extinguishants contain per- and polyfluoroalkyl substances (PFAS). Where the Supplier identifies, or reasonably suspects, that any extinguisher or extinguishant at the Premises contains PFAS, it shall notify the Customer and may recommend its replacement with a fluorine-free alternative. Any refilling, discharge testing, removal or disposal of extinguishers or extinguishant containing PFAS shall be carried out only with the Customer's written agreement, and disposal shall be charged at cost as hazardous waste. Unless otherwise agreed, foam extinguishers and extinguishant supplied by the Supplier shall be fluorine-free. Subject to clause 12.1, and to the fullest extent permitted by law, the Supplier shall have no liability for any loss, damage, contamination or remediation costs arising directly or indirectly from PFAS contained in any extinguisher or extinguishant.

8. Charges and payment

8.1 The Customer shall pay the Charges in accordance with these Conditions. Unless otherwise agreed, the Supplier shall invoice the Customer monthly in arrears, and Remedial Works, Goods and other additional charges on completion or delivery. The Customer shall, unless otherwise agreed, pay each invoice submitted by the Supplier within 30 days of the date of the invoice, in full and in cleared funds, to a bank account nominated in writing by the Supplier. Time for payment shall be of the essence of the Contract.

8.2 Where the Charges or any component of the Charges are calculated on a time and materials basis:

(a) the Supplier's Standard Rates shall apply;

(b) the Supplier's daily fee rates for each individual are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;

(c) the Supplier shall be entitled to charge an overtime rate of 150% of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 8.2(b), and emergency call-outs shall be charged at the Supplier's Standard Rates for call-outs; and

(d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, including travelling expenses, hotel costs, subsistence and any associated expenses, for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

8.3 The Supplier may increase the Charges with effect from each anniversary of the Commencement Date by a percentage not exceeding the percentage increase in the Consumer Prices Index (CPI) published by the Office for National Statistics for the 12 months ending with the most recently published month. The Supplier shall give the Customer not less than 60 days' written notice of any such increase.

8.4 All amounts payable by the Customer under the Contract are exclusive of value added tax (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply. The Customer shall provide the Supplier with any information reasonably

required to determine whether the domestic reverse charge for building and construction services applies to any supply.

8.5 If the Customer disputes any invoice in good faith, it shall notify the Supplier in writing within 14 days of the date of the invoice, giving reasons, and shall pay the undisputed amount by the due date. The parties shall seek to resolve the dispute in accordance with clause 16.11.

8.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment, at the rate of 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period during which the base rate is below 0%. The Customer shall also reimburse the Supplier's reasonable costs of recovering any overdue sum.

8.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8.8 **Construction contracts.** This clause 8.8 applies to any Contract, or part of a Contract, that is a construction contract within the meaning of the Housing Grants, Construction and Regeneration Act 1996 (the Construction Act), including Installation Works and Remedial Works. It does not apply to a construction contract with a residential occupier within the meaning of section 106 of the Construction Act. Where it applies, this clause 8.8 prevails over any other provision of these Conditions to the extent of any inconsistency:

(a) **Interim payments.** Where the works are expected to last 45 days or more, the Supplier may invoice monthly in arrears for work carried out and materials delivered to the Premises, or in the stages set out in the Quotation;

(b) **Payment notices.** Each invoice issued by the Supplier shall be a payment notice under section 110A(3) of the Construction Act and shall state the sum that the Supplier considers due and the basis on which it is calculated. The due date for each payment is the date on which the Customer receives the invoice, and the final date for payment is 30 days after the due date;

(c) **Pay less notices.** If the Customer intends to pay less than the sum stated in an invoice, it shall give the Supplier a notice stating the sum it considers due and the basis on which it is calculated, not later than 7 days before the final date for payment. If no such notice is given, the Customer shall pay the sum stated in the invoice by the final date for payment. Clause 8.5 does not apply to payments under this clause 8.8;

(d) **No pay-when-paid.** Payment shall not be conditional on the Customer receiving payment from any third party, except where section 113 of the Construction Act permits;

(e) **Suspension.** If a sum due is not paid in full by the final date for payment and no valid pay less notice has been given, the Supplier may suspend performance of any or all of its obligations by giving the Customer at least 7 days' written notice stating the grounds. The Supplier shall be entitled to its reasonable costs and expenses of the suspension and of remobilisation, and to a reasonable extension of time; and

(f) **Adjudication.** Either party may refer a dispute arising under the Contract to adjudication at any time. The adjudication provisions in Part I of the Schedule to the Scheme for Construction Contracts (England and Wales) Regulations 1998 shall apply, and the adjudicator shall be nominated by the Royal Institution of Chartered Surveyors. The adjudicator's decision shall be binding until the dispute is finally determined by legal proceedings or by agreement. Nothing in clause 16.11 restricts this right.

9. Intellectual property rights

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

9.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, personal, worldwide, non-exclusive, royalty-free licence to use the Deliverables (excluding materials provided by the Customer) to the extent reasonably required for the purpose of receiving and using the Services and the Deliverables in its business, including providing copies to its insurers, auditors, fire risk assessors, managing agents, any enforcing authority and any subsequent owner or occupier of the Premises. This clause 9.2 is subject to clause 9.5.

9.3 Save as permitted by clause 9.2, the Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 9.2.

9.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy and modify any materials provided by the Customer for the purpose of providing the Services.

9.5 **Reliance on Deliverables.** The Deliverables (including any fire risk assessment report, service report or certificate) are prepared solely for the Customer and for the purposes of the Contract. Although the Customer may

provide copies to the persons referred to in clause 9.2, no person other than the Customer is entitled to rely on any Deliverable, and the Supplier does not owe or accept any duty of care or liability to any other person who receives, uses or relies on a Deliverable, unless the Supplier has expressly agreed otherwise in writing. The Customer shall make any person to whom it provides a Deliverable aware of this clause 9.5.

10. Data protection

10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 10, **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** have the meanings given in the UK GDPR.

10.2 Each party is an independent controller of the business contact details of the other party's personnel that it processes for the purposes of administering the Contract. The Supplier's privacy notice, available on request, explains how it processes such personal data.

10.3 To the extent that the Supplier processes personal data on behalf of the Customer in performing the Services (for example keyholder and contact lists, occupant or personal emergency evacuation plan information, or system event logs), the Customer is the controller and the Supplier is the processor. The subject matter and duration of the processing are the performance of the Services for the term of the Contract; the types of personal data are names, contact details and information contained in records relating to the Equipment and the Premises; and the data subjects are the Customer's staff, occupants, visitors and contractors. Such personal data may include information about the health or disability of individuals contained in personal emergency evacuation plans, which is special category data under the UK GDPR. The Customer shall provide such data only to the extent necessary for the Services, and the Supplier shall process it only for the purpose of performing the Services, restrict access to it to personnel who need it for that purpose, store it securely with appropriate additional safeguards, and not retain it for longer than is necessary.

10.4 The Customer shall ensure that it has all necessary appropriate lawful bases and notices in place to enable the lawful transfer of personal data to the Supplier for the duration and purposes of the Contract, including, where it provides special category data (such as health information in personal emergency evacuation plans), an appropriate condition under Article 9 of the UK GDPR and, where required, Schedule 1 to the Data Protection Act 2018.

10.5 Where the Supplier acts as processor, it shall, in relation to any such personal data:

(a) process that personal data only on the documented instructions of the Customer, unless the Supplier is required by the laws of any part of the United Kingdom to process it otherwise, in which case the Supplier shall (where legally permitted) notify the Customer before performing that processing;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

(c) ensure that all personnel who have access to and/or process personal data are obliged to keep it confidential;

(d) not transfer any personal data outside the United Kingdom unless the transfer is to a country covered by UK adequacy regulations or is subject to appropriate safeguards under the UK GDPR (such as the International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses), and the data subject has enforceable rights and effective legal remedies;

(e) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with the Information Commissioner;

(f) notify the Customer without undue delay, and in any event within 48 hours, on becoming aware of a personal data breach affecting that personal data;

(g) at the written direction of the Customer, delete or return the personal data and copies of it to the Customer on termination of the Contract, unless required by law to store it; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and allow for audits by the Customer or its designated auditor on reasonable notice.

10.6 The Customer consents to the Supplier appointing third-party sub-processors of personal data under the Contract, provided that the Supplier gives the Customer notice of any new sub-processor and the Customer may object on

reasonable data protection grounds. The Supplier shall enter into a written agreement with each sub-processor incorporating terms substantially similar to those set out in this clause 10 and shall remain fully liable to the Customer for the acts and omissions of its sub-processors.

11. Insurance

11.1 During the term of the Contract the Supplier shall maintain in force, with a reputable insurer, employers' liability insurance as required by law, public and products liability insurance with a limit of not less than £10,000,000 for any one occurrence, and professional indemnity insurance with a limit of not less than £5,000,000, and shall provide evidence of such insurance on request.

11.2 The Customer shall maintain appropriate insurance for the Premises and its contents, including against loss or damage by fire, for its own business interruption and for its liabilities to third parties.

12. Limitation of liability

12.1 Nothing in the Contract limits or excludes any liability which cannot legally be limited or excluded, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and

(d) defective products under the Consumer Protection Act 1987.

12.2 Subject to clause 12.1, the Supplier's total liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed the Limit.

12.3 In clause 12.2:

(a) **Limit.** The Limit is the greater of £10,000 and one hundred and twenty-five per cent (125%) of the total charges in the contract year in which the breaches occurred;

(b) **contract year.** A contract year means a 12-month period commencing with the Commencement Date or any anniversary of it;

(c) **total charges.** The total charges means all sums paid by the Customer and all sums payable under the Contract in respect of Goods and Services actually supplied by the Supplier, whether or not invoiced to the Customer; and

(d) **total liability.** The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

12.4 Subject to clause 12.1, the following types of loss are wholly excluded: loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, and indirect or consequential loss.

12.5 Subject to clause 12.1, the Supplier shall have no liability for any loss or damage to the extent that it arises from:

(a) any failure, defect or inadequacy in Equipment not supplied or installed by the Supplier, or in the design of any Equipment, except to the extent caused by the Supplier's breach of the Contract or negligence in performing the Services;

(b) any Customer Default, or the Customer's failure to act on any defect notified, or any recommendation made, by the Supplier;

(c) tampering with, misuse of, vandalism to, or alteration or repair of the Equipment by anyone other than the Supplier or its subcontractors;

(d) any period during which the Equipment is disabled at the Customer's request, or during which the Services are suspended in accordance with the Contract; or

(e) the Customer's failure to meet its obligations as Responsible Person under the Fire Safety Legislation.

12.6 The Customer acknowledges that the Supplier is not an insurer of the Premises or of the persons or property in it, and that the Charges have been set on the basis of the allocation of risk in this clause 12 and the Customer's obligation to insure under clause 11.2. If the Customer requires a higher limit of liability, the Supplier will on request before the Contract is made consider accepting a higher limit in return for an increased Charge.

12.7 The Supplier has given commitments as to compliance of the Services and Goods with the Specification in clauses 4 and 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and

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.

12.8 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

12.9 This clause 12 shall survive termination of the Contract.

13. Termination

13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than 6 months' written notice, subject to clause 3.2.

13.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer fails to pay any undisputed amount due under the Contract within 14 days of the Supplier notifying it in writing that the payment is overdue; or

(b) there is a change of control of the Customer.

13.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them. The Supplier shall give the Customer not less than 7 days' written notice before suspending Services for non-payment and shall remind the Customer that it remains responsible, as Responsible Person, for ensuring the Equipment is maintained during any suspension.

13.5 The Supplier's rights under clauses 13.2(b) to 13.2(d) and 13.4 are subject to any restriction imposed by law, including section 233B of the Insolvency Act 1986.

14. Consequences of termination

14.1 On termination of the Contract:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Supplier Materials and any Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

(c) the Supplier shall provide the Customer with copies of the service records for the Equipment produced during the term of the Contract, subject to payment of all sums due; and

(d) the Customer acknowledges that it is responsible for appointing a replacement service provider so that the maintenance of the Equipment continues without interruption, and the Supplier shall have no responsibility for the Equipment after the date of termination.

14.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

15. Compliance with laws and ethical standards

15.1 Each party shall comply with the Bribery Act 2010, the Modern Slavery Act 2015 and the Health and Safety at Work etc. Act 1974 and all regulations made under it, in each case to the extent applicable to its activities under the Contract.

15.2 Neither party shall, during the term of the Contract and for 6 months after its termination, directly or indirectly solicit or entice away (or attempt to do so) any employee or subcontractor of the other party who has been engaged in the provision or receipt of the Services, without the other party's prior written consent. This clause shall not restrict the employment of any person who responds to a general advertisement not targeted at the other party's staff.

16. General

16.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract (other than an obligation to pay money) if such delay or failure results from events, circumstances or causes beyond its reasonable control, including epidemic or pandemic, extreme weather, failure of suppliers or shortages of parts, cyber-attack, war, terrorism, civil disorder, or government action. If such an event prevents a party from performing its obligations for more than 60 days, the other party may terminate the Contract on 14 days' written notice.

16.2 **Assignment and other dealings.** The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier. The Supplier may subcontract in accordance with clause 4.6, and may assign or transfer the Contract to any member of its group or to a purchaser of all or part of its business on written notice to the Customer.

16.3 **Confidentiality.**

(a) Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.3(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors, insurers or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that those persons comply with this clause 16.3; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, including any fire and rescue authority, the Building Safety Regulator or other enforcing authority under the Fire Safety Legislation.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

16.4 **Entire agreement.**

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

16.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.8 **Notices.**

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), or sent by email to the main contact email address notified by the other party for that purpose.

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(iii) if sent by email, at the time of transmission or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16.8(b)(iii), business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

16.9 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16.10 **Electronic signature and counterparts.** The Contract may be executed in any number of counterparts and signed electronically, and an electronic signature shall be as valid and binding as a handwritten signature.

16.11 **Dispute resolution.** The parties shall attempt in good faith to resolve any dispute arising out of or in connection with the Contract by referring it to senior representatives of each party. If the dispute is not resolved within 30 days of referral, either party may propose mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Nothing in this clause prevents either party from commencing proceedings or seeking urgent injunctive relief, or the Supplier from taking action to recover undisputed sums.

16.12 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales. Where the Premises are located in Scotland or Northern Ireland, the Fire Safety Legislation applicable in that jurisdiction shall continue to apply to the Premises.

16.13 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.