



# FROMEVALLEY

## ALARMS & ELECTRICAL

Unit 2, Newlands Farm, Batcombe, Dorchester, Dorset. Dt2 7BG  
01935 83126 / 07817996821

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### TERMS AND CONDITIONS

Please consult our terms and conditions below.

#### 1. Words and Phrases

##### General

In these conditions:

**“Services”** means the engineering and associated services relating to the Customer’s Equipment as set out in the proposal specified in our quotation or other agreed documents or discussions between us.

**“The Company”** is **Frome Valley Alarms and Electrical Limited (FVAE)** being the contractor, sometimes referred to as “we”, “us” and “our” in these Terms and Conditions, providing Services to you.

**“You”** and **“your”** or **“The Customer”** means the person or company to which we are providing services.

**“Customer’s Equipment”** means the equipment or material belonging to you, or for which you request us to provide services.

**“Premises”** means the premises on which we have carried out services.

#### 2. Incorporation of Conditions

- a. Any contract or agreement to do work made between you and us shall be subject to these conditions, and any terms you put forward do not apply. You are deemed to have accepted these Terms and Conditions when a written or verbal agreement to provide goods and, or services has been given to FVAE.
- b. All other terms and conditions which might be implied by conduct or a previous course of dealing or trade custom are excluded from this contract.
- c. No amendment or change shall be made to these conditions.

#### 3. Quotation/Prices

- a. Our quotation provides an indication to you of the terms on which you may place an order, but no order from you as a result of a quotation (or otherwise) shall be binding upon us unless and until it is accepted or confirmed by us.



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- b. A quotation is made on the assumption that the work requested is reasonably capable of being carried out. If on inspection this is found in our opinion not to be the case, we will advise you to this effect as soon as reasonably practicable.
  - c. If you give a general instruction for repairs without specifying the particular service or replacement parts, we will be entitled to carry out such repairs or, modifications or service as in our opinion are necessary to put the Customer's Equipment in good working order, and to make an appropriate charge for the work and parts provided.
  - d. Provided your order is placed within sixty days of the date of the quotation, the price contained on the quotation shall be fixed unless the quotation states otherwise. If your order is not placed in that period, then if any change shall occur after that in the costs of any materials, labour, transport or other items, including overheads, which we have to pay or incur for the performance of the Contract, then you will pay the resultant price.
  - e. If delivery and performance are postponed at your request or by circumstance within your control you will pay all resulting costs and expenses, we incur.
  - f. We will charge for all work carried out at your request, whether exploratory or otherwise and, in particular, we reserve the right to instruct our employees or agents to work overtime to comply with your delivery requirements in which case we may charge you the cost of such overtime. Work is normally carried out between 9am and 5pm Monday to Friday except statutory holidays. Requests to work outside of these hours may incur additional charges of which you will be notified.
  - g. The quoted costs may be revised if:
    - a. You want the work carried out more urgently than agreed.
    - b. You change the specification.
    - c. Your Premises are in some way unsuitable for the equipment and this was not apparent from our original survey.
    - d. There are any other special circumstances we were not aware of when supplying our original quotation.
    - e. Existing wiring/equipment is found to be faulty or does not comply with the required standard.

#### 4. Payment

- a. Unless otherwise agreed with you by us, we shall issue an invoice for the full amount due on completion of the Services. Invoices will be due for payment within **30 days** of the day on which we dispatch the invoice to you. All payments will be in pounds sterling.
- b. If you are late in paying, we may charge you interest on the amount outstanding at the rate of 4% over the base rate of the Bank of England from the due date until payment is received.
- c. All materials remain the property of FVAE until payment has been made in full.



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### 5. Designs, Drawings and Specifications

You shall be responsible for the accuracy of any designs, specifications and other data which you or your employees or agents supply to us, which we use in connection with the Services, even if we examine, inspect or comment upon them. You will hold us harmless against any liability to a third party which we may incur as a result of carrying out the Services in accordance with your instructions or your designs, drawings, specifications or other data.

### 6. Our Obligations

- a. The part of the installation over which we have control as detailed in the quotation will be completed and handed over in good working order.
- b. We will take reasonable care of the Customer's Equipment whilst it is in our custody and make good any loss or damage caused by our failure to exercise reasonable care, our liability being limited to the replacement value of the equipment.
- c. We also undertake to use reasonable skill and care in carrying out the work and to use materials, which are suitable quality and free from defects.
- d. In the event that maintenance of an existing installation is required in the event of non-availability of product, we reserve the right to alter the specified equipment. We will endeavor to seek your agreement should changes be required during installation.
- e. When we commission the installation we will explain its operation.
- f. Without prejudice to your Statutory rights, we will pass to you the benefit of any guarantees that we have received in respect of materials or new equipment that we have supplied and fitted to a maximum period of twelve months unless specified in the quotation, provided you let us know as soon as the fault occurs. We will not accept any liability for the costs of repairs or modifications unless we have first been given the opportunity to carry out the work. All work carried out under guarantee is done between 9am to 5pm Monday to Friday except statutory holidays, and access must be afforded during these hours. All out of hours work will be chargeable.
- g. We will endeavor to keep to dates and times given, however they should be treated as approximations. When changes are necessary, we will give notice wherever possible.
- h. Unless otherwise agreed, we will rectify defective work undertaken by us provided that the installation has not been, altered, interfered with, adjusted, serviced or reset by anyone other than us, provided that you have notified us in writing within 6 months of completion of the work and liability for defective work and/or materials is limited to the invoice value thereof. We will have no responsibility for other loss or damage including (without limitation) loss of profit or production, except as required by law.
- i. Unless we have agreed to do so, you will accept full responsibility for re-installing, examining and testing the Equipment on which we have worked as soon as it is completed and we shall not be responsible for any damage, cost or loss incurred by you due to your failure to properly re-install or delay in testing the equipment or in notifying us of any defect in the work.



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### 7. Your Obligations

- a. By agreeing to the Contract with us, you guarantee that you have full authority to allow the installation and no other consent is needed.
- b. You agree to give us full access to your premises to survey, install, test and service the Equipment. You also agree to provide an adequate electricity supply for the equipment to operate correctly. If our work is interrupted or delayed because of a problem with access, or the electricity supply is inadequate, we may make an extra charge.
- c. You must use your best efforts to tell us the location of any concealed pipes and wires that may affect the installation.
- d. If the services are to be carried out on your premises or at some other site you agree to give us free and safe access to the customer's Equipment, together with proper and safe storage and protection of all goods, tools, plant and equipment and materials we have on site.
- e. You will observe and comply with the latest Health and Safety at Work Legislation and ensure that the site is safe and without risk to the health and safety of all persons working there: and you will hold us harmless against all legal and regulatory proceedings, costs and charges in respect of your failure to do so.
- f. You will let us know about any known risks or hazardous materials at your premises.
- g. Unless we have agreed to do so in writing you will accept full responsibility for re-installing, examining and testing the Equipment on which we have worked as soon as it is completed and we shall not be responsible for any damage, cost or loss incurred by you due to your failure to properly re-install, maintain, test or service the equipment, in notifying us of any defect in the work or of yourself or any other person having any dealings with the Equipment.
- h. Any specialist training requirements required to fulfil the obligations of the company will be notified to us, by you, in writing prior to the issue of a quotation
- i. Any costs for lifting/relaying carpet, blinds, curtains or any other fixtures or fittings or redecoration made necessary by the installation, inspection, testing or adjustments shall be your responsibility. We will take all reasonable care of your premises.

### 8. Equipment

- a. The Equipment does not belong to you until it has been paid for in full. If you do not pay the balance of our invoice when it is due we reserve the right to remove the Equipment from your Premises without notice. By agreeing to our Terms and Conditions, you irrevocably authorize us to enter your Premises to remove the Equipment if payment remains outstanding. You agree to take reasonable care of the Equipment on our behalf until you have paid for it. You are responsible for any equipment once it is on your site.
- b. If you cancel our contract less than 5 working days before the installation work takes place, we may charge you for any equipment we have bought for your Premises



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### 9. Inspection and Testing

Where the company carries out an inspection or provides certification to the customer, liability shall end immediately after our inspection. Certificates are valid for the period stated, liability ends on the day of inspection. We accept no responsibility after the inspection is carried out, due to external influences beyond our control affecting performance and safety once our engineer leaves the premises.

### 10. Liability

- a. We do not know, and shall not be deemed to know, the true value of your property or premises and is not the insurer thereof. Any agreement to provide goods and services do not constitute a means of insurance to the customer.
- b. In relation to defects in goods sold to you by us, we may be liable under the Consumer Protection Act 1987 or equivalent legislation, but only to the extent that such liability cannot lawfully be excluded.
- c. Unless otherwise specifically stated we will not be liable to you under any circumstances for any indirect or consequential losses (including for example, loss of contracts, or loss of profits of production).
- d. **Our maximum liability to you for direct loss or damage, either under this Contract or arising from any act or omission, including negligence, will not exceed the total amount paid you under this Contract, or such higher sum as a court may specify as reasonable up to £100,000.**
- e. We accept no liability to third parties including but not limited to insurers and underwriters where the customer has failed to notify the company in writing of any conditions which may apply to their third party agreements or policies.
- f. The Company shall not be liable for the costs of any work, repairs or replacement of equipment which results from an 'act of God' to include fire, flood, electrical power surge, storm, flood, accident, neglect, misuse or malicious damage.
- g. If you fail to act upon remedial work identified by the Company no liability will be accepted by the company.
- h. The limitations and exclusions in these conditions apply to any claim, whether in contract, tort (including negligence), breach of any statutory duty or implied term or any other claim, except any liability for death, personal injury or defects in goods supplied by us as set out above.

### 11. Transportation

- a. If we have agreed to transport the Equipment, in the event of loss or damage to Equipment in transit from any cause whatsoever our liability shall be limited at our option to replacing the Equipment or basing on the benefit of insurance. In no circumstances shall we be liable for other loss including (without limitation) loss of profit or contracts.
- b. We shall not be liable for any such transit damage unless we and the carriers are notified of such damage or loss within seven days of delivery. It is your responsibility to examine goods on receipt.



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- c. Unless otherwise agreed, the loading or off loading of the goods on collection or return to you shall be arranged by you and performed at your sole expense and risk.

### **12. Termination of this Contract**

- a. We may bring this contract to an end if you fail to comply with your obligations within seven days of having been notified by us of the relevant failure. We may also bring this contract to an end immediately if you are the subject of a petition for a bankruptcy order, or you become insolvent or enter into any composition, scheme or arrangement with your creditors. If you are a corporation or other legal person, we may bring this contract to an end immediately if a receiver (including an administrative receiver) is appointed over any of your assets or an application is made to appoint an administrator for you. If you are in partnership we may bring this contract to an end immediately if the partnership is dissolved. We may also terminate this contract if any proceedings relating to your insolvency are commenced in any country.
- b. If this agreement ends for any reason, we will be entitled to remove all of our equipment from your premises or from site. You will remain liable to us for any sums which you have not paid, for all work done up to date of termination and for any breaches of these terms and conditions.

### **13. Force Majeure**

We will not be liable to you for any failure to perform our obligations under this Agreement where that failure results from any cause outside our reasonable control, including but not limited to natural occurrences, disruption of power supplies, the action of third parties or industrial action.

### **14. Disputes**

Any disputes which we cannot settle amicably relating to the nature or quality of the Services will be referred to an expert to be agreed or (if we and you cannot agree the choice of expert within 14 days of an expert being proposed by you or us) appointed at the request of you or us by the President for the time being of the Institute of Electrical Engineers. The written report of the expert will as between you and us be conclusive evidence of all matters of fact and all matters opinion set in the report and the charges of the expert shall be borne and paid as the expert may direct.

### **15. V.A.T**

Unless indicated otherwise, all sums payable under this Contract are stated exclusive of Value Added Tax (which will be charged at the rate prevailing at the relevant tax point) and any other tax or duty chargeable under any relevant legislation.

### **16. Assignment/Third Parties**

You will not assign your rights under this Agreement without our express written approval. We may sub-contract the provision of certain of the Services at our discretion. No third party shall acquire any rights under this Contract except as specifically stated in these conditions.

### **17. Notices**

Any notice to be given by you or us must be in writing and may be delivered by facsimile or electronic mail. Notices to us should be sent to us at the address stated on our quotation,



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acknowledgement or invoice. Any notice given to you will be sent to you at the address supplied at the time of order. You and we are free to provide an alternative address for notices at any time. Facsimile notices will be assumed to have been delivered on the next working day after transmission, and notices sent by first class post will be assumed to have been delivered two working days after they are sent.

### 18. Waiver

Any express or implied by us of any failure by you to perform your obligations under this Agreement will not prevent the subsequent enforcement of those obligations. Similarly, any waiver we give will not be taken to be a waiver of any subsequent failure by you to perform that or any other obligation.

### 19. Whole Agreement

This Contract constitutes the entire agreement between us relating to the Services and overrides any prior correspondence or statements relating to the Services (including any statements or representations in any advertisements or literature produced by us relating to the Services).

### 20. Validity

If any provision of this Agreement is ruled to be valid for any reason, that invalidity will not affect the rest of this Agreement, which will remain valid and enforceable in all respects.

### 21. Law

This Agreement is governed by English Law.

I confirm my acceptance of the Terms and Conditions of Frome Valley Alarms and Electrical Limited.

[If contract made by telephone/internet/other business premises](#)

I also confirm that I have been given the statutory right to cancel this contract from [\(DATE OF ACCEPTANCE OF QUOTE ETC\)](#).

Signature	
Name:	
Date:	