

The Legal Stuff – Our Terms and Conditions

Definitions

In these Terms and Conditions the following words and expressions shall have the following meanings:-

“the Agreement”: means the agreement (of which these Terms and Conditions form part) between the Company and the Client for the provision of the Services.

“the Company”: means Heritage & Ecclesiastical Fire Protection.

“the Client”: means You, our customer

“Fee”: means the sum specified payable by the Client for the provision of the Services by the Company.

“Representative”: means an employee of the Company or any other person/subcontractor working under the direction of the Company.

“Service”: means the service detailed in this document – i.e. Fire Risk Assessment.

“Work Order”: means the form used to specify the Service required by the Client, as well as the agreed upon payment. The Client may have their own Work Order that they choose to use. The Work Order is confirmation that a Service has been requested and that the client will provide remuneration upon completion of said Service. Remuneration may, on occasion, be agreed upon via a different means other than the Work Order.

Application and Entire Agreement

1. These Terms and Conditions apply to the provision of the service detailed in this quotation to the person buying the services (the Client).
2. The Client is deemed to have accepted these Terms and Conditions when the Client accepts the Company’s quote and these Terms and Conditions are the entire agreement between both parties.
3. The Client acknowledges that the Client has not relied on any statement, promise or representation made or given by or on our behalf by persons not employed by the Company. These Conditions apply to the Contract to the exclusion of any other terms that the Client may try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
4. These Terms and Conditions shall override all other terms and conditions inconsistent with it, whether express, implied or otherwise, including but not limited to terms, conditions or stipulations contained in any order of the Client or otherwise stipulated by the Client and which are at variance with or additional to these Terms and Conditions.
5. Any attempt by the Client to vary or amend these Terms and Conditions will not be binding on the Company unless the Company has agreed in writing to the variation or amendment

Interpretation

6. A “business day” means any day other than a Saturday, Sunday or bank holiday in England and Wales between the hours of 9am – 5pm.
7. ‘Premises/property’ refers to the building for which the service has been requested.
8. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.

Services

9. Before commencement of the site visit, the Client is required to complete a work order that states the requested works and agreed payment amount. This work order will then be taken as confirmation for the site visit to go ahead. Until the work order is sent to the Company, the site will not be visited.
10. The Company shall provide the agreed upon services to the client from the date agreed between both parties on the work order.
11. The Company will ensure that they will use reasonable care and skill in our performance of the Service which will comply with the quotation, including any specification in all material respects. The Company can make any changes to the Service which are necessary to comply with any applicable law or safety requirement, and the Company will notify the Client if this is necessary.
12. The Company shall provide the Client with the Services for the Fee and subject to these Terms and Conditions
13. The Company will use its reasonable endeavours to complete the performance of the Service within any time that has been agreed.

Client’s Obligations

14. The Client must obtain and give us any permissions, consents, access or otherwise that the Company need to provide the Service. Also access to any and all relevant information, properties and any other matters which the Company need to provide the Service. The Client must also ensure, where reasonable, that the premises to be assessed is of a standard to protect the health, safety and security of the Company’s representative and that any hazardous areas or areas containing hazardous material (e.g. asbestos) is notified to the Company at least three business days prior to the visit.
15. If the Client does not comply with clause 13, the Company can terminate the Service and a cancellation fee will be chargeable.
16. The Client must ensure that they provide all the relevant information, documentation and support required by the Company to conduct their business effectively, as outlined in these terms and conditions and the agreement. By completing and providing a work order, the client is signalling their agreement to act in line with these terms and conditions.
17. The Client must also ensure that they identify any secure areas that cannot be accessed, or times when certain buildings cannot be accessed, but will be required to be accessed as part of the visit, on any buildings that they have asked the Company to visit to conduct the requested fire risk assessments.
18. The Company is not liable for any delay or failure to provide the services if this is caused by the Client’s failure to comply with the provisions of this section (“Client’s Obligations”)

Fees

19. The Fees for the Service are set out in the quotation. The Client shall pay the Company the Fees for the Service within 30 days of receipt of the invoice.
20. No Services shall be performed outside the normal Business Day unless agreed in writing in advance with the Company. The fees for such Services may be separately agreed.
21. The Company's reasonable travelling, subsistence and accommodation expenses incurred in providing the Services to the Client will be charged separately and will not exceed 8% of the quotation.
22. The quotation provided to the Client is based upon the information provided by the Client to the Company at the time of initial query. If the client fails to disclose additional information that would affect the price of the quote, then the Company shall be entitled to make additional charges in respect of costs, charges or expenses incurred by the Company as a result.
23. Cancellations fees are 25% of the quoted Service Fee.
24. The fees are net of any applicable VAT and other taxes or levies which are imposed or charged, by any competent authority. However, the Company is not VAT registered and therefore no VAT will be added to any invoices issued by the Company.
25. On occasion, the Company will agree to undertake certain services free of charge. This is entirely at the discretion of the Company and will be agreed upon before commencement or provision of services.

Cancellation and Amendment

26. The Company can withdraw, cancel or amend a quotation, if it has not been accepted by the Client, or if the Service has not started, within a period of 30 days from the date of the quotation, (unless the quotation has been withdrawn)
27. Either the Company or the Client can cancel an order for any reason, prior to the Client's acceptance (or rejection) of the quotation.
28. If the Client wishes to amend any details of the service it must tell the Company by email giving a minimum of one business days' notice of the booked Service date. The Company will use reasonable endeavours to make any required changes. A cancellation fee will be charged in the event that the Company are given less than 24 hours (1 business day) notice of the change to the confirmed appointment, or if our assessor is unable to gain access or complete the assessment, due to the condition of the premises, as described in clause 12, or should the Client state the Client no longer requires the service after the assessor has visited the premises.
29. If, due to circumstances beyond our control, the Company have to make any changes in the Service or how it is provided, the Company will notify the Client immediately. The Company will use reasonable endeavours to keep any such changes to a minimum.

Delivery Arrangements

30. Once the site has been visited, the Client will receive an email to inform them that the site has been visited and if any further information is required.
31. All deliveries of Fire Risk Assessments will be made by email (as pdf documents) unless otherwise agreed. The aim is to have the assessment report for a single building to the Client within 10 business days from the assessment visit. For assessments of more complex buildings, or groups of buildings the aim is to have the assessment report to the Client within 25 business days from the assessment visit. The company reserves the right to extend this period due to unforeseeable circumstances, complications or in the interests of ensuring the complete accuracy of the report.
32. These timescales are dependent on all required information having been supplied by the Client.
33. Upon receipt of the fire risk assessment report, the Client must inform the Company in writing (email), of any concerns or disputes that they have in relation to the report findings. This must be done within 10 business days of receipt.

Payment

34. The Company will invoice the Client for payment of the fees, on the day, or soon after the day the Fire Risk Assessment (Service) report is sent by email to the Client.
35. All Fees are due and payable no later than 30 days net from the date of invoice. No sum shall be regarded as paid until the date of actual receipt of cleared funds by the Company or its bankers.
36. Any dispute or query relating to any invoice must be made by the Client to the Company in writing (email) within 7 days net of the date of such invoice, otherwise the invoice will be treated as being accepted by the Client.
37. If any Fee is not paid by the Client by the due date, the Company reserves the right to charge interest on the outstanding balance until payment at the rate of 8% per year under section 69 of the County Courts Act 1984.
38. All payments due under these Terms and Conditions must be made in full without any deduction or withholding, except as required by law and neither the Client nor the Company can assert any credit, set-off or counterclaim against the other, in order to justify withholding payment, of any such amount in whole or in part.
39. If the Client does not pay within the period set out above, the Company can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with the Client.
40. Receipts for payment will be issued by us only at the Client's request.
41. All payments must be made in GBP unless otherwise agreed in writing between both parties.
42. Payment will be by BACS, unless otherwise agreed.

Termination

43. The Company can terminate the provision of the Service immediately if the Client:
 1. commits a material breach of their obligations under these Terms and Conditions; or

2. fails to pay any amount due under the Agreement on the due date for payment; or
3. is, or becomes, or in our reasonable opinion is about to become, the subject of a bankruptcy order or take advantage of any other statutory provision, for the relief of insolvent debtor; or
4. enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors or notice of intention to appoint an administrator is given by the Client or any of the Client's directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up or for the granting of an administration order in respect of the Client, or any proceedings are commenced relating to the insolvency or possible insolvency of the Client.

Liability and indemnity

44. The Company liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited, as set out in this clause.
45. The total amount of the Company liability is limited to the total amount of Fees payable by the Client under the Contract.
46. The Company is not liable (whether caused by employees of the Company, agents or otherwise) in connection with the provision of the Company's Service or the performance of any of the Company's other obligations, under these Terms and Conditions or the quotation for:
 1. any indirect, special or consequential loss, damage, costs, or expenses; or
 2. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 3. any failure to perform any of the Company's obligations if such delay or failure is due to any cause beyond the Company's reasonable control; or
 4. any losses caused directly or indirectly by any failure or the Client's breach in relation to their obligations; or
 5. any losses arising directly or indirectly from the choice of Services and how they will meet the Client's requirements or their use of the Services or any goods supplied in connection with the Services.
47. The Company expressly excludes liability for consequential loss or damage of any kind including, but not limited to, loss of profits, loss of business revenue, loss of goodwill and loss of data howsoever arising which may be suffered by the Client in respect of any breach of this Agreement or any representation or tortious act or omission (including negligence and breach of statutory duty) arising under or in connection with the Agreement.

Force Majeure

48. Neither the Company nor the Client is liable for any failure or delay in performing their obligations, where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: Power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either party may terminate or cancel the Services to be carried out under these Terms and Conditions by notice in writing.

Communications

49. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
50. Notices shall be deemed to have been duly given:
 1. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 2. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; or
 3. on the fifth business day following mailing, if mailed by national ordinary mail;
51. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

No Waiver

52. Failure or neglect by the Company to enforce at any time, any of the provisions hereof shall not be construed as, nor shall it be deemed to be, a waiver of the Company's rights hereunder nor in any way affect the validity of the whole or any part of these Terms and Conditions, nor prejudice the Company's rights to take subsequent action.

Data Protection Act 1998 & General Data Protection Regulation (GDPR)

53. The Company acknowledges that in the performance of the Services it may have access to data of the Client including personal data as defined in the Data Protection Act 1998 and GDPR.
54. The Company will ensure that any information that they hold on the Client, including information on tenants, employees, contractors and others for whom the client is responsible, will be kept in the strictest confidence, in accordance with relevant data protection laws.
55. The Company will only allow access to confidential information to those persons who are required to have access in order to allow them to successfully complete their job role in line with the service requested by the client.

Law and Jurisdiction

56. This agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the agreement (including non-contractual disputes or claims) shall be subject to exclusive jurisdiction of the English and Welsh courts.
57. Nothing in these terms and conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence or for any other matters for which it would be unlawful to exclude or limit liability.