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HADES FIRE PROTECTION LTD TERMS & CONDITIONS

(Supply, Installation, Commissioning & Maintenance of Fire Detection, Emergency Lighting & Portable Fire Extinguishers)

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1. Definitions

1.1 “Company” means Hades Fire Protection Ltd.
1.2 “Customer” means the organisation or Responsible Person entering into this Contract.
1.3 “Responsible Person” has the meaning given in the Regulatory Reform (Fire Safety) Order 2005.
1.4 “Equipment” means all fire and life safety systems covered.
1.5 “Contract” means any agreement for supply, installation, commissioning or maintenance.
1.6 “Standards” means current British Standards, European Standards, NSI Codes of Practice and applicable legislation.

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2. Application of Terms

2.1 These Terms apply to all Contracts and override any conflicting customer terms.
2.2 No variation is valid unless agreed in writing by both parties.

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3. Contract Formation

3.1 Quotations are valid for 30 days unless stated otherwise.
3.2 A Contract is formed only upon written acceptance by the Company.
3.3 The Company reserves the right to refuse any order.

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4. Scope of Services

4.1 The Company provides design (where specified), supply, installation, commissioning, maintenance and monitoring services.
4.2 Systems include fire alarms, emergency lighting, AOV systems, extinguishers and voice alarm systems.
4.3 All works shall be carried out by competent persons in accordance with applicable Standards and NSI Codes of Practice.

5. Installation & Commissioning

5.1 Works are based on normal working hours unless otherwise agreed.
5.2 Delays caused by others or site conditions may result in additional charges.
5.3 Commissioning constitutes Practical Completion.
5.4 An Acceptance Certificate will be issued at handover.

5.5 The Customer is responsible for obtaining any approvals required from insurers or authorities.
5.6 The Company shall provide certification, test results, and documentation including:

- As-fitted drawings
- Operation & maintenance manuals
- System certification

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6. Maintenance Services

6.1 Maintenance shall be provided in accordance with relevant Standards and NSI requirements.
6.2 A full system inspection may be required when taking over existing systems.6.3 Service frequency shall comply with Standards and risk assessments.
6.4 Reports shall be issued following each visit.
6.5 Maintenance does not include repairs or replacement parts unless stated.

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7. Customer Responsibilities

The Customer / Responsible Person shall:
7.1 Maintain logbooks and records in accordance with Standards.
7.2 Carry out routine testing and checks.
7.3 Provide safe access, power, and facilities.
7.4 Notify faults, alarms, misuse, or system changes.
7.5 Ensure documentation is available during visits.

Failure to comply may invalidate system compliance.

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8. Access, Facilities & Health & Safety

8.1 The Customer shall provide safe access to all Equipment.
8.2 Suitable working conditions, welfare facilities, and services must be provided.
8.3 Failure to provide access may result in additional charges.

9. Repairs, Parts & Call-Outs

9.1 Repairs, parts and emergency call-outs are chargeable unless stated.
9.2 The Company reserves the right to determine repair methods.

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10. Specialist Equipment

Where specialist access equipment is required:

- The Customer shall provide it, or
- The Company will supply at additional cost.

11. Pricing & Payment

11.1 Prices exclude VAT unless stated.
11.2 Maintenance contracts are payable in advance.
11.3 Other invoices are payable within agreed credit terms.
11.4 Late payments may incur interest under the Late Payment of Commercial Debts Act.
11.5 The Company may suspend services for non-payment.
11.6 The Company reserves the right to recover costs incurred in recovering overdue payments.
11.7 Prices may vary due to changes in labour, materials, or site conditions outside the Company's control.

12. Retention of Title

12.1 All goods remain the property of the Company until paid in full.

13. Delivery & Risk

13.1 Risk passes upon delivery.
13.2 Delivery dates are estimates only and not contractual obligations.

14. Existing Equipment

14.1 The Company accepts no liability for pre-existing or third-party equipment.

15. Claims & Defects

15.1 Claims must be notified within a reasonable timeframe.
15.2 The Company must be given opportunity to inspect and investigate.

16. Limitation of Liability

16.1 The Company shall not be liable for:

- Misuse or third-party interference
- Utility failures (power, telecoms)
- Indirect or consequential losses

16.2 The Company does not guarantee prevention of fire, intrusion or loss.
16.3 Liability shall be limited to a reasonable amount proportionate to the Contract value.
16.4 Nothing in this agreement excludes liability for death or personal injury caused by negligence.
16.5 Nothing in this agreement shall exclude or limit liability where unlawful.

17. Monitoring Services

17.1 Monitoring services are provided via accredited Alarm Receiving Centres.
17.2 The Customer must provide at least two keyholders.
17.3 Police response is subject to NPCC policy.
17.4 False alarms may result in withdrawal of response.

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18. Remote & Cloud Services

18.1 Remote access is provided for diagnostics and maintenance only.
18.2 Connectivity is the Customer's responsibility.
18.3 Third-party cloud services are not guaranteed.

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19. Data Protection

19.1 The Company complies with UK GDPR and Data Protection legislation.
19.2 Where systems process personal data:

- The Customer is the Data Controller
- The Company acts as Data Processor (unless otherwise agreed)

19.3 Data is used solely for contractual purposes.

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20. Subcontracting

The Company may appoint competent subcontractors to fulfil obligations.

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21. Term & Termination

21.1 Standard contract term is 12 months unless agreed otherwise.
21.2 Contracts renew by agreement.
21.3 Either party may terminate with written notice.
21.4 The Company may terminate for non-payment, breach or insolvency.

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22. Force Majeure

The Company shall not be liable for delays caused by events beyond its control.

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23. Confidentiality

The Customer shall not disclose confidential or technical information.

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24. Assignment

Contracts may be transferred with agreement.

25. Standards & Compliance

25.1 All systems shall comply with the latest versions of applicable Standards including (but not limited to):

- BS 5839 (Fire Alarm Systems)
- BS 5266 / BS EN 50172 (Emergency Lighting)
- BS 5306 (Fire Extinguishers)
- BS EN 12101 (AOV Systems)
- BS 7671 (Electrical Installations)

25.2 Systems shall be installed and maintained in accordance with NSI certification requirements and UKAS-accredited schemes.

26. Consumer Rights

Where the Customer is acting as a consumer, statutory rights under the Consumer Rights Act 2015 are not affected.

27. Governing Law

This Agreement is governed by the laws of England & Wales.