



Coopers Standard Terms and Conditions for Service Contracts

1. Interpretation

1.1. The definitions and rules of interpretation in this Clause apply in these Terms.

Additional Charge	a charge in addition to the Service Charge;
British Standards	the standards set by the British Standards Institution;
Coopers Fire Ltd	Coopers Fire Ltd (“Coopers Fire”) company registration 2010274, and where the context so permits its employees, representatives, agents and sub-contractors;
Commencement Date	the date of acceptance by Coopers Fire of the Customer’s Purchase Order pursuant to Clause 2.5 or the date of the Contract;
Contract	any contract between Coopers Fire and the Customer for the inspection, repair and maintenance of the System;
Coopers Connect	the parts, software, sim cards etc that provides a remote connection between the Customers’ system and Coopers Fire
Contract Period	the period for which the Services are to be provided as agreed by the Parties and detailed on the Acceptance Form;
Customer	the person, firm or company who purchases the Services from Coopers Fire;
Emergency Call-Out Service	any unscheduled attendance by Coopers at the Premises at the request of the Customer, Fire Service, Police or other authority;
Normal Working Hours	between the hours of 8.00am to 4.30pm, Monday to Friday, excluding Bank or Public Holidays;
Parties	Coopers Fire and the Customer;
Premises	the place at which the System is installed;
Purchase Order	the written order from the Customer offering to purchase the Services from Coopers Fire;
Services	the Standard Service and Emergency Call-Out Service
Service Charge	a financial charge for the Standard Service;
Standard Service	the inspection, repair and maintenance service to be provided pursuant to Clause 5;
System	all or any part of systems, products, services or goods including but not limited to smoke curtains, fire curtains, emergency release buttons (ERBs), obstruction warning sensors, control panels and power supplies situated on the Premises and in respect of which Services are provided; and
Terms	these terms of trading.



- 1.2. A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3. Words in the singular include the plural and in the plural include the singular.
- 1.4. A reference to one gender includes a reference to the other gender.
- 1.5. Clause headings are for convenience only and do not affect the interpretation of these Terms.
- 1.6. A reference to a Clause is to a clause of these Terms.

2. Application of Terms

- 2.1. Subject to any variation under Clause 2.2, the Contract shall be on these Terms to the exclusion of all other terms (including any terms which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2. Any variation to these Terms shall have no effect unless expressly agreed in writing and signed by a senior representative of Coopers Fire.
- 2.3. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Coopers Fire which is not set out in the Contract.
- 2.4. Any quotation shall be valid for a period of thirty days only from its date, provided that Coopers Fire has not previously withdrawn it in writing. All quotations are based on Coopers Fire current costs information at that date.
- 2.5. Any quotation given by Coopers Fire for the supply of Services is given on the basis that no Contract shall come into existence until Coopers Fire has received a Purchase Order from the Customer (which shall be deemed to be an offer by the Customer to purchase the Services subject to these Terms) and Coopers Fire has accepted the Purchase Order by way of written acknowledgement to the Customer or (if earlier) the provision of Services has commenced.
- 2.6. No Purchase Order which has been accepted by Coopers Fire in accordance with Clause 2.5 may be cancelled by the Customer except with the agreement in writing of a director or head of department of Coopers Fire and on the terms that the Customer shall indemnify Coopers Fire in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by Coopers Fire as a result of cancellation.

3. Duration

- 3.1. The Contract shall come into force on the Commencement Date.
- 3.2. Subject to Clause 4, the Contract shall continue in force for the Contract Period and thereafter until terminated by either Party giving to the other at any time not less than three months prior written notice of termination expiring at the end of the Contract Period or on any subsequent anniversary of the Commencement Date.

4. Termination

- 4.1. Either Party may terminate the Contract by written notice to the other Party if:
 - 4.1.1. the other Party commits any continuing and material breach of the Contract and, in the case of such a breach which is capable of remedy, fails to remedy the same within thirty days of receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
 - 4.1.2. any encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other Party;
 - 4.1.3. the other Party makes any voluntary arrangement with its creditor or becomes subject to an administrative order;



- 4.1.4. the other Party goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to abide the obligations imposed on the other under these Terms);
- 4.1.5. the other Party being an individual is made bankrupt; or
- 4.1.6. the other Party ceases, or threatens to cease, to carry on business.
- 4.2. For the purposes of Clause 4.1.1, a breach shall be considered capable of remedy if the Party in breach can comply with the Term in all respects other than as to the time of performance (provided that time shall not be of the essence).
- 4.3. Coopers Fire may terminate the Contract if:
 - 4.3.1. any sum payable under the Contract is not paid on the due date;
 - 4.3.2. the Customer permits any person to repair, replace or otherwise interfere with the System; or
 - 4.3.3. the Customer fails to follow any recommendations Coopers Fire makes for repairing faulty or old parts of the System, or for repairs to the Premises which Coopers Fire consider necessary for the System to work properly, or to prevent unnecessary damage to the System.
- 4.4. The right to terminate the Contract under this Clause 4 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
- 4.5. On the termination of the Contract for any reason, subject as otherwise provided in these Terms and to any other rights or obligations which have occurred prior to termination, neither Party shall have any further obligation to the other under the Contract.
- 4.6. Coopers Fire may charge an administration fee to cover the cost of terminating the Contract and/or passing over information about the System to a third party.
- 4.7. If Coopers Fire terminates the Contract under this Clause the Company will continue to be liable to pay the Service Charge for the following 12 months.
- 4.8. If the Customer cancels the Contract before the contract end date, Coopers Fire have the right to levy a cancellation charge equivalent to 25% of the remaining contract value for the entire contract period, unless there is prior agreement by Coopers Fire.

5. Standard Service

- 5.1. For the duration of the Contract (provided that the Customer has paid the Service Charge when requested pursuant to Clause 11.1), Coopers Fire will provide the Customer with the Standard Service in relation to the System. The Standard Service shall be undertaken in accordance with British Standards and manufacturers recommendations, where applicable.
- 5.2. Coopers Fire will inspect the System at such intervals as Coopers Fire may reasonably determine to be necessary in order to keep the System in good working order, which in any event shall be at least once in each year of the term of the Contract.
- 5.3. The Service shall be carried out by Coopers Fire suitably qualified and duly authorised representatives attending at the Premises.
- 5.4. If the Customer does not have an asset register which includes the System, Coopers Fire is entitled to carry out a survey to obtain this information and charge the Customer such sum as is reasonable in the circumstances.
- 5.5. If the Coopers Fire representative discovers a defect or malfunction in any part of the System, they will attempt to repair or replace that part of the System as necessary at the Premises for which an Additional Charge will be made.
- 5.6. If the Coopers Fire representative is unable to repair or replace any defect or malfunctioning part of the System pursuant to Clause 5.5, Coopers Fire will:



- 5.6.1. provide an engineers' report detailing the issue and a quotation to complete the repair or replacement;
and
- 5.6.2. upon approval Coopers Fire will make arrangements with the Customer for a further visit to be made to the Premises for the repair or replacement of the defective or malfunctioning part of the System.
- 5.7. Notwithstanding the generality of this Clause 5, Coopers Fire reserves the right to remove any part of the System and replace it with another part complying with British Standards, in which case the replacement part provided shall, for the purposes of the Contract, take the place of the part of the System so removed.
- 5.8. The Customer shall allow Coopers Fire full and unrestricted access to the Premises and the Systems and devices for the duration of the Contract for the purposes of providing the Services.
- 5.9. If for any reason the Customer is unable to provide access during Normal Working Hours, Coopers Fire reserves the right to raise an Additional Charge for the Customer for the inspection and servicing of the System outside of Normal Working Hours.
- 5.10. If the customer cancels the engineers visit within 24 hours an Additional Charge equivalent to 30% of the value of the first day/night may be levied. If engineer arrives on site and is unable to carry out their tasks 50% of the value of the first day/night may be levied.

6. Spare Parts and Replacements

- 6.1. Coopers Fire shall use reasonable endeavours to supply spare parts and replacement components required to maintain the System in good working order at an Additional Charge.
- 6.2. All spare parts and replacement components supplied by Coopers Fire shall become part of the System.

7. Emergency Call-Out Service

- 7.1. For the duration of the Contract (providing that the Customer has paid the Service Charge pursuant to Clause 11.1), Coopers Fire will provide the Customer with the Emergency Call-Out Service in relation to the System.
- 7.2. Subject to Clause 8, if the Customer requires the System to be reset by Coopers Fire, or, for whatever reason, attendance at the Premises by Coopers Fire is required following the activation of the System, the Customer shall pay an Additional Charge.
- 7.3. Unrestricted access for the Emergency Call-Out Service is required on arrival of Coopers Fire at the Premises. The Customer agrees to pay an Additional Charge where unrestricted access to the Premises is not available.

8. Coopers Connect (where applicable)

- 8.1. When Coopers Connect is enabled, any fault or issue will be received by Coopers Fire. Every endeavour will be made to contact the client during Normal Working Hours to discuss the issue and agree an action plan. If a visit to the Premises is required there will be an Additional Charge.
- 8.2. The price offered may be subject to an Additional Charge if there is a need to install additional cabling to improve signal strength. A signal survey may be necessary.
- 8.3. The price offered is for a 24 month period and will be in 24 month cycles thereafter, subject to the Customer renewing the service.

9. The System

- 9.1. The Customer shall not remove the System from the Premises and shall not allow any person other than Coopers Fire representatives to inspect, service, repair, replace or remove the System.
- 9.2. The Customer shall insure that the System is operated in accordance with its instructions and is kept free from damage.

10. Price

- 10.1. The Service Charge for the System shall be the price set out in the quotation or acknowledgement (whichever is the latter) and shall be exclusive of any value added tax.



- 10.2. The Service Charge is based upon Coopers Fire current costs information at the date of the Contract.
- 10.3. Coopers Fire reserves the right to increase the Service Charge on each subsequent anniversary of the Contract by such sum as is reasonable in all the circumstances.

11. Payment

- 11.1. In consideration of Coopers Fire providing the Service, the Customer shall pay the Service Charge to the terms laid out in the service proposal, and on each subsequent anniversary for the duration of the Contract.
- 11.2. If any sum due under the Contract is not paid by the Customer then:
- 11.2.1. the Customer shall pay interest to Coopers Fire on the amount outstanding; and
- 11.2.2. Coopers Fire may suspend the provision of the Services.
- 11.3. Payment can be made by cheque (but not post-dated), credit card, BACS or direct debit.
- 11.4. Time for payment of the Service Charge shall be of the essence of the Contract.
- 11.5. No payment due to Coopers Fire under the Contract shall be deemed to have been paid until Coopers Fire has received clear funds.
- 11.6. In circumstances where the provision of the Service is suspended for any reason the Service Charge will remain payable.
- 11.7. A credit limit may be agreed with the Customer which will be based upon an initial credit score produced by a reputable credit scoring agency. Coopers Fire will continue to monitor the credit limit and reserves the right to amend the level of credit offered to the Customer based upon, but not limited to: credit alerts sent by a credit scoring agency, poor payment history with Coopers Fire, adverse publicity in the public domain regarding the financial stability of the Customer or the reduction of credit rating by a credit scoring agency. If the credit limit is reduced, Coopers Fire will allow four weeks for the level of credit to be reduced to the new level set by Coopers Fire, but thereafter, any sum owed in excess of the new level of credit will be due and payable immediately.
- 11.8. If a proforma payment is required, then Coopers Fire will not carry out any Services until payment is cleared.

12. Quality

- 12.1. Coopers Fire warrants to the Customer that the Service will be provided using reasonable care and skill, and as far as is reasonably possible, in accordance with Clause 5 and 7 and any parts supplied shall be of satisfactory quality.
- 12.2. Where Coopers Fire supplies as part of the System any goods supplied by a third party, Coopers Fire does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Coopers Fire.

13. Limitation of Liability

- 13.1. Subject to Clause 12, the following provisions set out the entire financial liability of Coopers Fire (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
- 13.1.1. any breach of these Terms;
- 13.1.2. any use made by the Customer of the System; and
- 13.1.3. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 13.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 13.3. Nothing in these Terms excludes or limits the liability of Coopers Fire:



- 13.3.1. for death or personal injury caused by Coopers Fire negligence; or
- 13.3.2. for any matter which it would be illegal for Coopers Fire to exclude or attempt to exclude its liability; or
- 13.3.3. for fraud or fraudulent misrepresentation.
- 13.4. Subject to Clause 13.2 and Clause 13.3:
 - 13.4.1. Coopers Fire total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Service Charge for the current year; and
 - 13.4.2. Coopers Fire shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 13.5. Coopers Fire will not be liable for any:
 - 13.5.1. loss or damage caused by the failure of any third party telecommunication link; or
 - 13.5.2. any manned security in the event of a failure of the System.

14. Assignment

- 14.1. Coopers Fire may assign the Contract or any part of it to any person, firm or company.
- 14.2. The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of Coopers Fire.

15. Force Majeure

- 15.1. If Coopers Fire is prevented from or delayed in the carrying out of its obligations under the Contract due to circumstances beyond the reasonable control of Coopers Fire including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either Party's workforce), default on the part of any sub-contractor, restraints or delays affecting carriers or the inability or delay in obtaining supplies of adequate or suitable materials, then Coopers Fire obligations under the Contract shall be suspended for as long as the circumstances continue and Coopers Fire shall not be responsible for any loss caused to the Customer.

16. General

- 16.1. Each right or remedy of Coopers Fire under the Contract is without prejudice to any other right or remedy of Coopers Fire whether under the Contract or not.
- 16.2. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract shall continue in full force and effect.
- 16.3. A waiver by either Party of a breach of these Terms shall not be considered as a waiver of any subsequent breach.
- 16.4. Any notice to be given from one Party to another may be delivered by hand, sent by first class post or email to the principal place of business of the other Party and any such notice shall take effect at the time of delivery in the case of a delivery by hand or the opening of business on the first business day after despatch in the case of a notice sent by first class post.
- 16.5. A person who is not a Party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to benefit from or enforce any provision of it.