

Firecrest Services Limited Conditions of Sale

1. These conditions shall be the conditions of contract.
2. Unless otherwise expressly mentioned, this estimate excludes all Surveyor's and Local Authorities' fees, hoisting, scaffolding, painting, cutting away, making good, and work to be executed by builders or other trades, also the cost of fuel and water for testing and other purposes, current for motors and artificial lighting, and site accommodation.
3. Out tender is based on the execution of work during recognised working hours and on present day costs of materials, labour and transport unless otherwise stated, and our tender price is subject to amendment to meet any variation in these costs due to legislation, Government Order, Regulations or Directions, changes in National Agreement covering wages, Labour disputed and conditions in industry or any other cause. The cost of authorised overtime, value added tax, import and export duties (if any) will be extra unless otherwise stated.
4. Our offer is open for acceptance for a period of 30 days or at a period to be agreed by both parties.
5. We will use our best endeavours to complete on the agreed date, but we accept no liability for failure to do so if delays are caused by War, Labour Disputes, Fire, Accidents, Restriction of access, Inability to obtain materials, Suspension of work under Clause 5 etc., or any other unforeseen circumstances. In the event of any variation to the contract this may also affect our works being completed by the agreed date.
6. Payment for goods and service supplied under the Contract shall be due 30 days after submission of our account for the value of materials used and works executed.

The payment of the price or any part therefore is not made by the due date Firecrest Services Limited shall be entitled to :-

 - 1) Disallow the deduction of any cash discount where applicable.
 - 2) To charge interest on the outstanding amount at the rate of 5% per annum above Barclays Bank base rate accruing daily.
 - 3) To require payment in advance of delivery of undelivered goods or services.
 - 4) To refuse to make delivery of any undelivered goods whether ordered under the contract or not and without incurring any liability whatever to the buyer for non-delivery or any delay in delivery of goods or services.
 - 5) Any unfixed materials remain the property of Firecrest Services Limited until payment is received in full.
 - 6) We reserve the right to terminate the contract with immediate effect on repeated delay, or non-payment of accounts.
 - 7) All orders accepted for supply only materials, etc., will be charged Nett Monthly Account or, in the case of Export orders, Nett cash against Shipping Documents, unless otherwise stated.
7. Provided the terms of payment are duly complied with, we will at our own expense, make good any faults or defects in our work for a period of twelve months from the practical completion of the work, (fair wear and tear, wilful damage, negligence, damage by fire or any other damage due to causes beyond our control excepted). For a goods not of our manufacture, no guarantee is given or liability accepted beyond such guaranteed as is given by the manufacturer. Our liability is to be limited to the above, and we are not in any case to be under any liability based on any implications of law or usage or for any consequential losses, damages or expenses whatsoever.
8. This offer is exclusive of any extra work that may be entailed in taking down and re-fixing any work for the convenience of other trades after it has once been executed.
9. The rates for extra work and variations, where prices have not already been submitted, will be in accordance with our current charges.
10. All materials delivered to the site for the purpose of the contract including appliances, apparatus and all other things incorporated in the construction, fixed or unfixed, are at the sole risk of the Purchaser in respect of any damage or loss caused to them saving only in the case where damage is proved to result from negligence of Firecrest Service Limited employees or sub-contractors and in the event of any of the same being damaged, destroyed or stolen, we shall be entitled to full payment therefore and also for any work damaged, destroyed or lost, and the cost of replacing any such materials and of re-installing or restoring any such work shall be charged as an extra under the contract.
11. This company shall not be liable for any claim whether brought against the Company or the Purchaser under the Workmen's Compensation Acts, Employee's Liability Acts or other Acts of Parliament of a like nature in force for the time being or under any statute or at a Common Law arising from any cause other than negligence or acts of omission upon the part of ourselves, our employees, agents or sub-contractors, and the Purchaser will indemnify the Company against any such claim.
12. All goods against the offer are subject to confirmation by this Company before acceptance.
13. The above conditions shall apply not only to this offer (if accepted), but to all orders subsequently places with us by or on behalf of the Purchaser.
14. All drawings, designs, specifications and details provided by Firecrest Services Limited shall be considered the property of Firecrest Service Limited and, unless expressly agreed in writing, shall be returned to Firecrest Service Limited at the completion of the project. Copyright is vested in Firecrest Services Ltd and will not be relinquished without prior agreement.
15. Any Intellectual Property Rights (including any Copyright, Trade Marks, Designs, Patents or any other intangible property rights) produced in attaining our service objective and the rights in other information produced shall remain the property of Firecrest Services Limited.
16. English law shall be the proper law of this contract and only English courts shall have jurisdiction over any dispute arising from it.
17. Any redundant or obsolete equipment decommissioned from the client's system remains the property of the client. Disposal of obsolete/redundant/decommissioned equipment remains the responsibility of the client unless disposal is clearly identified and priced in the relevant quotations.