

# Additional Terms and Conditions

## Introduction

These conditions and any quotation, estimate or other document produced in connection with the works form an invitation to treat only. In the event that The Company, Vapourmist Solutions Ltd. (Vapourmist), accepts any order (an offer) made by your company or client, unless expressly agreed otherwise by Vapourmist these conditions and the tender is deemed to be incorporated within the said Agreement (Contract).

The specific documents defined within any agreement will constitute the entire agreement between the parties and no other statement, representations, warranties, promises of other extrinsic evidence not appearing in the said agreement shall be construed as forming part of the agreement. Alterations amendments and supplements to the agreement will only apply if made or agreed to and confirmed in writing by an authorised representative of Vapourmist. Notwithstanding any documentation provided or referred to in the enquiry unless expressly agreed to otherwise in writing by Vapourmist, the following express terms are deemed to be applicable and incorporated into any subsequent order issued by the contractor in connection with the execution of the subcontractor works and as such override and modify all others.

The works offered in any quotation or estimate will be based on the current industry 'Standard Form of Domestic Subcontract' applicable to the main contract i.e. DOM/1, DOM/2, IN/SC, etc. as published by the relevant authority. No other bespoke form of subcontract or amendments to any standard terms are accepted as applying, apart from these without the express written agreement of Vapourmist and the confirmation and agreement of any applicable tender price adjustment.

Unless expressly agreed otherwise, any written or verbal offer of work is only open for acceptance for 3 months from its date of issue, and is capable of being withdrawn at any time prior to a formal unqualified acceptance being formally issued and executed.

## 1 Terms

1.1 Any quotation, estimate or offer of work is given on a fixed price basis for the duration of the works, subject to Vapourmist receiving within two weeks from the date of an official order or sub-contract, all the information necessary to order the required materials including any special requirements, if this period is exceeded, any consequences will be deemed a variation, and Vapourmist will be entitled to full recovery of any incurred additional costs.

Any quotation issued without knowledge of site conditions is subject to revision after inspection by Vapourmist. Any lost work time or standing time due to any circumstances beyond the control of Vapourmist will be charged for based on the time originally allocated by us for the work and travel, the duration of the delay and our standard day rate, which is £450 per day + VAT. We reserve the right to terminate a visit after 30 minutes of waiting/standing time and to make a charge commensurate with the time originally allocated by us for the work and travel. You must ensure that relevant responsible persons are made aware that fire related installation works will be in progress and that extra care should be exercised if entering any area where works are in progress. Notwithstanding the above, if you require any works to be executed outside the agreed specified contractual conditions, it will be deemed that your company or client has accepted in full the responsibility and consequences of such instructions upon the performance, quality and additional costs of the sub contract works.

## **2 Details of Process**

2.1 Architects' drawings / plans will be required to enable Vapourmist to create an Automist plan.

2.2 The Automist plan must be approved by the Building control officer prior to the installation date. This is the responsibility of the client and if this is not done, Vapourmist accepts no liability and will invoice for the total amount.

2.3 All the below preparations must be undertaken before the installation is started.

2.4 A pro Forma invoice will be raised for 75% of the total figure before the 1<sup>st</sup> fix. This will need to be settled before we are able to start the installation (1<sup>st</sup> fix). The final invoice will be sent once the installation has been completed. Once the payment has been received and cleared, the Commissioning certificate will be provided by email. The Warranty certificate will follow within 14 working days.

## **3 Site Readiness and Abortive Call Charges**

3.1 If we arrive on site and discover that the site is not ready as per our specifications, we will make a charge and may need to reschedule. Your responsibilities are outlined in section 5 and depend on your chosen service level. Charges are likely to result if there is no permanent water or electrical supply to the correct specification, pump positions are not cleared and available for installation, suitable pump cupboards are not present, or any other customer responsibility outlined in section 5 is not met. Time will be charged for based on the additional installer work time, wasted time and travel time required to resolve the problem at our standard day rate. In addition, we will charge for any extra materials used to bring the site to a state of readiness.

## **4 Cost and Legal**

4.1 Vapourmist will accept no contra charges or affects from their account for alleged costs incurred in rectifying any defects, damage or any other item, unless the same have been previously notified to them and Vapourmist given an opportunity to attend them.

4.2 If your company or client fails to issue the required notices specifying the amount to be paid against any invoiced amounts at all or on time, then notwithstanding anything to the contrary, the amount invoiced for by Vapourmist will be deemed to be the proper value of the works to be certified and paid by your company.

4.3 Any sums due but unpaid to Vapourmist shall be subject to the addition of interest at rates and penalties pursuant to provisions of the *Late payment of Commercial Debts (Interest) Act 1998*. Vapourmist apply a 10% monthly charge to any outstanding amounts that remain unpaid after the written payment due time has passed, as displayed on the relevant invoice.

4.4 Where your company or client alleges a failure by Vapourmist which results in an Investigation under which the failure is found to be outside the control of by Vapourmist, then Vapourmist will be entitled to recover from your company as a debt all their costs incurred. Where the contract requires the agreement by the parties of a person to act as an Adjudicator or Arbitrator, and if within 7-day notice period of the suggested person being so proposed if, no valid grounds for objection are received from the responding party, then the suggested person shall be deemed acceptable and empowered as having the jurisdiction to hear such dispute. Notwithstanding any clause to the contrary, following any adjudication the Adjudicator shall be at liberty to decide which party should pay his fees and/ or costs, and each party shall be liable for their own costs.

## **5 Annual Maintenance**

5.1 The Automist system will require a service and recommissioning every 12 months to validate the warranty. At time of writing, our standard charge is £125.00+VAT for the first pump and £90.00+VAT thereafter. Vapourmist will provide a certificate of recommissioning on receipt of payment in full.

## **6 Events out of our Control**

6.1 We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under these conditions that is caused by an event outside of our Control. If an event outside of our control takes place that affects the performance of our obligations under these conditions:

(a) We will contact you as soon as reasonably possible to notify you; and

(b) Our obligations under these conditions will be suspended and the time for performance of our obligations will be extended for the duration of the event outside of our control.

Where the event outside of our control affects our performance of the works to you, we will restart the works as soon as reasonably possible after the event outside of our control is over.

## **7 Other Important information**

7.1 The contract is between you, the client, and Vapourmist. No other person shall have any rights to enforce any of its terms.

7.2 Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## **8 Key words and Descriptions**

Conditions – Means the terms and Conditions set out in this document.

Pro forma Invoice – means the invoice raised and issued to the Client before any works can commence. This is normally 75% of the total figure including VAT.

Event outside of our control – Means any act or event beyond our reasonable control, including without limitation strikes, lock outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) to threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence or any other natural disaster, failure of public or private telecommunications networks.

Fees – means the overall charges payable by you the client under the agreement, as outlined in the quotation.

First Fix – Means the first stage of works; it is the installation of 15mm high pressure hoses from the agreed pump position to the agreed spray head locations set out in the Automist plan.

Second Fix – means the second stage of the installation, including but not limited to installing the Pump units and nozzles and the Commissioning of the System.

Site – Means the site at which any works are to be carried out.

Site Requirements – Mean the requirements to be met before the works (or a stage thereof) can commence, as listed in this document and as clarified by any pre-installation documentation or manufacturer's documentation that we provide.

Specification – means the specification the works as agreed We/Us/Our/Vapourmist – means Vapourmist Solutions Ltd

Works – means the provision of services and goods for the installation of Automist, as described in the quotation and supporting documents.

Working Day – means Monday to Friday excluding bank holidays in England and Wales.

You / Your / Customer – means you, the client.

Commission – means to test the system