



Unit 1, Wycombe Ind. Mall, West End St, High Wycombe,
Bucks, HP11 2QY. **e:**sales@panachefire.co.uk
w:www.panachefire.co.uk **t:**(0)1494 474787

SUPPLY OF EQUIPMENT, INSTALLATION SERVICES AND MAINTENANCE SERVICES CONTRACT TERMS

These terms and conditions apply to all contracts for the supply of Equipment, the supply and installation of Equipment and/or the supply of Maintenance Services.

1 Interpretation

- 1.1 Definitions. In these Conditions, the following definitions apply:
- 1.2 **Balance:** the total contract price less any Deposit paid as set out in the Quotation.
- 1.3 **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.4 **Callout:** an unscheduled Maintenance Visit requested by the Customer for the purpose of inspecting or re-setting the System.
- 1.5 **Commencement Date:** has the meaning set out in clause 2.2.
- 1.6 **Communications Centre:** the location to where alarm signals from the System are sent for monitoring in accordance with clause 7.8.
- 1.7 **Conditions:** these terms and conditions as amended from time to time in accordance with clause 15.7.
- 1.8 **Contract:** the contract between Panache Fire Services and the Customer for the supply of Equipment and/or Services in accordance with these Conditions.
- 1.9 **Customer:** the person or firm who purchases the Equipment and/or Services from Panache Fire Services and whose details are set out in the Quotation.
- 1.10 **Customer's Equipment:** the equipment which is to be inspected as part of the Maintenance Services together with any replacement equipment supplied by Panache Fire Services.
- 1.11 **Deposit:** 50% of the total contract price as set out in the Quotation.
- 1.12 **Delivery Location:** has the meaning set out in clause 4.1.
- 1.13 **Equipment:** the Equipment (or any part of it) set out in the Quotation.
- 1.14 **Fire Authority:** the relevant fire authority for the Site.
- 1.15 **Fixed Term:** the agreed term of the Contract as set out in the Quotation.
- 1.16 **Force Majeure Event:** has the meaning given to it in clause 14.1.
- 1.17 **Installation Services:** the installation of Equipment supplied under the Contract.
- 1.18 **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.19 **Legislation:** all applicable law in force in the United Kingdom from time to time relating to fire safety, including but not limited to the Regulatory Reform (Fire Safety) Order 2005.
- 1.20 **Maintenance Inspection:** inspecting and testing the System and Customer's Equipment which shall include replacing or repairing Customer's Equipment as necessary.

- 1.21 **Maintenance Services:** maintenance services relating to the System and Customer's Equipment which shall include the Maintenance Visit and Maintenance Inspection.
- 1.22 **Maintenance Visit:** a scheduled visit to the Site to carry out the Maintenance Inspection.
- 1.23 **Normal Working Hours:** Monday to Friday 08:30 - 17.30.
- 1.24 **Panache Fire Services: PANACHE FIRE SERVICES LTD** registered in England and Wales with company number 06979014 whose registered office is at 22 Wycombe End, Beaconsfield, Buckinghamshire, HP9 1NB and who is the supplier of the Equipment and Services under the Contract.
- 1.25 **Quotation:** Panache Fire Services' quotation for the supply of Equipment and/or Services in accordance with any specification for the Equipment and/or Services.
- 1.26 **Services:** the services supplied by Panache Fire Services to the Customer as set out in the Quotation and which includes both the Installation Services and Maintenance Services.
- 1.27 **Site:** the location at which Panache Fire Services is to provide the Services.
- 1.28 **Spend Limit:** the agreed amount up to which Panache Fire Services can provide replacement parts for the Customer's Equipment or System without the need to obtain the Customer's prior consent.
- 1.29 **Panache Fire Services Materials:** has the meaning set out in clause 8.1.9 and shall include any materials arising from any survey of the Site.
- 1.30 **Survey:** a survey of the Site carried out by Panache Fire Services prior to the parties entering into the Contract.
- 1.31 **System:** the Customer's fire alarm system in place at the Site.
- 1.32 **Construction.** In these Conditions, the following rules apply:
- 1.32.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.32.2 a reference to a party includes its successors or permitted assigns;
- 1.32.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.32.4 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.32.5 a reference to **writing** or **written** includes faxes and e-mails.
- 2 Basis of contract**
- 2.1 The Quotation constitutes an offer by Panache Fire Services to supply Equipment and/or Services in accordance with these Conditions.
- 2.2 The Customer must notify Panache Fire Services of its acceptance of the Quotation in writing, and in accordance with the "Quotation Acceptance" procedure detailed in the Quotation. The offer shall only be deemed to be accepted when Panache Fire Services receives written acceptance of the Quotation at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 If the Contract is for a Fixed Term it shall continue in force for the duration of the Fixed Term unless terminated earlier in accordance with clause 13.

- 2.4 The Contract, together with these Conditions, constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Panache Fire Services which is not set out in the Contract.
- 2.5 Any samples, drawings, descriptive matter or advertising issued by Panache Fire Services and any descriptions of the Equipment or illustrations or descriptions of the Services contained in Panache Fire Services' catalogues or brochures or on its website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Equipment described in them. They shall not form part of the Contract or have any contractual force.
- 2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.7 Any Quotation given by Panache Fire Services shall remain valid for a period of 30 days from the date of its issue.
- 2.8 All of these Conditions shall apply to the supply of both Equipment and Services except where application to one or the other is specified.

3 **Equipment**

- 3.1 The Equipment is described in the Quotation.
- 3.2 To the extent that the Equipment is to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify Panache Fire Services against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Panache Fire Services in connection with any claim made against Panache Fire Services for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Panache Fire Services' use of the Equipment Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 Panache Fire Services reserves the right to amend the specification of the Equipment if required by any applicable statutory or regulatory requirements.
- 3.4 All fire door products supplied are compliant with the relative standards and or appropriate CE marks and carry a 12-month manufacturer warranty. Panache Fire Services will seek to replace any defective parts during this period. Defects due to malicious or accidental damage will not be covered. Occasionally, due to environmental conditions, doors may be experience slight changes. Where the changes affect operating gaps and or correct operation of the self-closing device Panache Fire Services will return within 6 weeks of installation. It will be the Client's responsibility to arrange access. Return visits outside of this period will be chargeable.

4 **Delivery and Installation of Equipment**

- 4.1 Panache Fire Services shall deliver and install the Equipment at the location set out in the Quotation or such other location as the parties may agree (**Delivery Location**).
- 4.2 Delivery of the Equipment shall be completed on either:
- 4.2.1 the Equipment's arrival at the Delivery Location where the Contract is for the supply of the Equipment only; or
- 4.2.2 the completion of the installation of the Equipment at the Delivery Location where the Contract is for the supply and installation of the Equipment.

- 4.3 Any dates quoted for delivery of the Equipment are approximate only, and the time of delivery is not of the essence. Panache Fire Services shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide Panache Fire Services with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.
- 4.4 If Panache Fire Services fails to deliver the Equipment, its liability shall be limited to the reasonable costs and expenses incurred by the Customer in obtaining replacement Equipment of similar description and quality in the cheapest market available, less the price of the Equipment. Panache Fire Services shall have no liability for any failure to deliver the Equipment to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide Panache Fire Services with adequate delivery instructions for the Equipment or any relevant instruction related to the supply of the Equipment.
- 4.5 If the Customer fails to accept or take delivery of the Equipment within five Business Days of Panache Fire Services notifying the Customer that the Equipment is ready, then except where such failure or delay is caused by a Force Majeure Event or by Panache Fire Services' failure to comply with its obligations under the Contract in respect of the Equipment:
- 4.5.1 delivery of the Equipment shall be deemed to have been completed at 9.00 am on the second Business Day following the day on which Panache Fire Services notified the Customer that the Equipment was ready; and
- 4.5.2 Panache Fire Services shall store the Equipment until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.6 Unless otherwise agreed in writing, if five Business Days after Panache Fire Services notified the Customer that the Equipment was ready for delivery the Customer has not taken delivery of it, Panache Fire Services may resell or otherwise dispose of part or all of the Equipment without further liability to the Customer.
- 4.7 Panache Fire Services may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 Title and risk

- 5.1 The risk in the Equipment shall pass to the Customer on completion of delivery.
- 5.2 Title to the Equipment shall not pass to the Customer until Panache Fire Services receives payment in full (in cash or cleared funds) for the Equipment in accordance with these Conditions. This clause shall apply in respect of both contracts for the supply of Equipment only and contracts for the supply and installation of Equipment.
- 5.3 Until title to the Equipment has passed to the Customer, the Customer shall:
- 5.3.1 store the Equipment separately from all other Equipment held by the Customer so that it remains readily identifiable as Panache Fire Services' property;
- 5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
- 5.3.3 maintain the Equipment in satisfactory condition and keep it insured against all risks for its full price on Panache Fire Services' behalf from the date of delivery;
- 5.3.4 notify Panache Fire Services immediately if it becomes subject to any of the events listed in clause 13.2.2; and
- 5.3.5 give Panache Fire Services such information relating to the Equipment as Panache Fire Services may require from time to time.

6 Supply of Installation Services

- 6.1 Panache Fire Services shall provide the Installation Services to the Customer in accordance with the Quotation in all material respects.
- 6.2 Panache Fire Services shall use all reasonable endeavours to meet any performance dates for the Installation Services specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Installation Services.
- 6.3 Panache Fire Services shall have the right to make any changes to the Installation Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Installation Services, and Panache Fire Services shall notify the Customer in any such event.
- 6.4 The charges for the Installation Services are based upon specified quantities of materials and installation methods. Any alterations to the Installation Services which result in additional materials or labour being required shall be charged for accordingly.

7 Supply of Maintenance Services

The following provisions shall apply in respect of Maintenance Services:

Maintenance

- 7.1 Under a Contract for the supply of Maintenance Services Panache Fire Services shall carry out a minimum number of Maintenance Visits each year to meet the required legislative and/or regulatory requirement. More Maintenance Visits may be agreed between the parties depending upon the needs of the Customer. The number of visits agreed will be detailed within the Contract. In respect of fire alarms, fire extinguishers and fire blankets only, Panache Fire Services shall carry out a Maintenance Inspection on any and all of these items located at the Site unless the Customer requests that Panache Fire Services does not do this.
- 7.2 If Panache Fire Services fails to carry out any Maintenance Visit within 20 Business Days either side of the agreed month for the Maintenance Visit then, provided that the Customer has notified Panache Fire Services of such failure, if Panache Fire Services fails to carry out the Maintenance Visit within 10 Business Days of being notified of its original failure, the Customer shall be entitled to terminate the Contract in accordance with clause 13.6.
- 7.3 Following any Maintenance Visit or any Callout Panache Fire Services shall inform the Customer of any required work to ensure that the System and Customer's Equipment comply with the Legislation. Such work may not fall within the scope of a Maintenance Inspection ("Extra Maintenance"), and Panache Fire Services shall inform the Customer of this, but shall be permitted to carry out such Extra Maintenance without the need to obtain the prior consent of the Customer, provided that the cost of such Extra Maintenance does not exceed the Spend Limit.
- 7.4 If the Customer prevents Panache Fire Services from carrying out the necessary Extra Maintenance under clause 7.3, Panache Fire Services shall be entitled to terminate the Contract in accordance with clause 13.4.
- 7.5 All Maintenance Visits shall be conducted during Normal Working Hours. Where Panache Fire Services is required to attend the Site as a Callout, the charges detailed in clause **Error! Reference source not found.** shall apply.
- 7.6 Following any Maintenance Visit or Callout Panache Fire Services shall provide the Customer with a report or certificate which shall detail the Maintenance Services undertaken and which shall confirm that the System and/or Customer's Equipment has been tested by Panache Fire Services in accordance with the Legislation.

- 7.7 If the Customer can demonstrate to the reasonable satisfaction of Panache Fire Services that the Maintenance Services have not been carried out in accordance with clause 7.3, Panache Fire Services shall re-perform the Maintenance Services within 15 Business Days of being notified of its failure to comply with clause 7.3. If the Maintenance Services continue to fail to comply with the Legislation the Customer shall be entitled to terminate the Contract in accordance with clause 13.6.

Monitoring

- 7.8 Panache Fire Services will continuously monitor alarm signals received from the System at the Communications Centre. If a signal is received from the System Panache Fire Services shall notify the Customer.
- 7.9 Panache Fire Services shall notify the Fire Authority if it receives any signal referred to in clause 7.8 unless Panache Fire Services is not authorised to send alarm signals in relation to the System directly from the Communications Centre to the Fire Authority control room.

Fire Risk Assessment

- 7.10 As part of the Maintenance Services Panache Fire Services shall carry out an initial fire risk assessment of the Site to establish compliance with the Legislation.
- 7.11 The Customer is entitled to request further fire risk assessments and the details of such further assessments, including any additional costs, shall be agreed between the parties.

8 Customer's obligations

- 8.1 The Customer shall:
- 8.1.1 ensure that the terms of the Quotation and any specifications relating to the Equipment and/or Services are complete and accurate;
 - 8.1.2 co-operate with Panache Fire Services in all matters relating to the Services;
 - 8.1.3 provide Panache Fire Services, its employees, agents, consultants and subcontractors, with access to the Site and any other facilities as reasonably required by Panache Fire Services to provide the Services;
 - 8.1.4 provide Panache Fire Services with such information and materials as Panache Fire Services may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - 8.1.5 prepare the Site for the supply of the Services so as to ensure that it is safe and complies with all and any health and safety requirements;
 - 8.1.6 supply Panache Fire Services with such equipment, including but not limited to ladders and scaffolding, necessary to enable Panache Fire Services to access the necessary parts of the Site in order to supply the Services;
 - 8.1.7 inform Panache Fire Services of any changes to the Site which may impact upon Panache Fire Services' provision of the Services;
 - 8.1.8 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - 8.1.9 keep and maintain all materials, equipment, documents and other property of Panache Fire Services (**Panache Fire Services Materials**) at the Site in safe custody at its own risk, maintain Panache Fire Services Materials in good condition until returned to Panache Fire Services, and not dispose of or use Panache Fire Services Materials other than in accordance with Panache Fire Services' written instructions or authorisation.

- 8.2 If Panache Fire Services' performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 8.2.1 Panache Fire Services shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Panache Fire Services' performance of any of its obligations;
 - 8.2.2 Panache Fire Services shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Panache Fire Services' failure or delay to perform any of its obligations as set out in this clause 8.2; and
 - 8.2.3 the Customer shall reimburse Panache Fire Services on written demand for any costs or losses sustained or incurred by Panache Fire Services arising directly or indirectly from the Customer Default.

9 **Charges and payment**

- 9.1 The price for Equipment shall be the price set out in the Quotation. The price of the Equipment is exclusive of all costs and charges of packaging, insurance, and transport of the Equipment, which shall be paid by the Customer when it pays for the Equipment.
- 9.2 The charges for Services, including callouts, shall be as set out in the Quotation.
- 9.3 All charges are exclusive of the cost of making good any damage to walls, ceilings, floors, steelwork, metal tanks and other similar works or for any repair work or redecoration which is carried out by any third party where such damage was necessary for the provision of the Services.
- 9.4 Panache Fire Services reserves the right to:
- 9.4.1 increase its standard charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. Panache Fire Services will give the Customer written notice of any such increase three months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify Panache Fire Services in writing within two weeks of the date of Panache Fire Services' notice and Panache Fire Services shall have the right without limiting its other rights or remedies to terminate the Contract by giving two weeks' written notice to the Customer; and
 - 9.4.2 increase the price of the Equipment, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Equipment to Panache Fire Services that is due to:
 - 9.4.2.1 any factor beyond the control of Panache Fire Services (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 9.4.2.2 any request by the Customer to change the delivery date(s), quantities or types of Equipment ordered, or the specification of the Equipment; or
 - 9.4.2.3 any delay caused by any instructions of the Customer in respect of the Equipment or failure of the Customer to give Panache Fire Services adequate or accurate information or instructions in respect of the Equipment.

- 9.5 In respect of Equipment and/or Services, the Customer shall be required to pay the Deposit in full and cleared funds to a bank account nominated by Panache Fire Services at the same time as it confirms its acceptance of the Quotation in accordance with clause 2.2.
- 9.6 The Balance is to be paid by the Customer in full and cleared funds to a bank account nominated by Panache Fire Services within 28 days of the date of delivery of the Equipment or completion of the Services, or such other period of time as is agreed between the parties and detailed in the Quotation.
- 9.7 Time for payment of any charges or fees arising out of or in connection with the Contract shall be of the essence of the Contract.
- 9.8 If Panache Fire Services is not successful in securing a Contract with the Customer, charges may still apply to cover costs incurred by Panache Fire Services in carrying out any Survey.
- 9.9 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Panache Fire Services to the Customer, the Customer shall, on receipt of a valid VAT invoice from Panache Fire Services, pay to Panache Fire Services such additional amounts in respect of VAT as are chargeable on the supply of the Services or Equipment at the same time as payment is due for the supply of the Services or Equipment.
- 9.10 If the Customer fails to make any payment due to Panache Fire Services under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 9.11 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. Panache Fire Services may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Panache Fire Services to the Customer.

10 **Intellectual property rights**

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Panache Fire Services.
- 10.2 All Supplier Materials, which shall include any Survey, are the exclusive property of Panache Fire Services.

11 **Confidentiality**

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information

as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.

12 Limitation of liability

- 12.1 Nothing in these Conditions shall limit or exclude Panache Fire Services' liability for:
- 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 12.1.2 fraud or fraudulent misrepresentation; or
 - 12.1.3 any other matter in respect of which it would be unlawful for Panache Fire Services to exclude its liability.
- 12.2 Subject to clause 12.1:
- 12.2.1 Panache Fire Services shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of business or business interruption, any loss of profit, any loss of savings or any indirect or consequential loss arising under or in connection with the Contract; and
 - 12.2.2 Panache Fire Services' total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price paid by the Customer under the Contract in respect of which the liability arose, and where the Contract is for a Fixed Term such liability shall be limited to 100% of the price paid by the Customer under the Contract in respect of which the liability arose in the 12 months immediately preceding the date on which such liability arose.
- 12.3 Panache Fire Services gives no guarantee or warranty as to the quality of the Equipment supplied or any materials used as part of the Services unless specific quality standards have been agreed between the parties and such standards have been detailed in the Quotation.
- 12.4 The terms implied by sections 13 to 15 of the Sale of Equipment Act 1979 and the terms implied by sections 3 to 5 of the Supply of Equipment and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.5 If the Customer wishes to make a claim against Panache Fire Services for breach of the Contract it shall be required to provide Panache Fire Services with written notice of the alleged breach within 30 days of the later of the date of delivery of the Equipment or completion of the Services.
- 12.6 The communication line which connects the Communications Centre and the System is provided by BT. The Communications Centre and BT are not under the control or supervision of Panache Fire Services and as such there is a risk that the alarm signal from the System may not reach the Communications Centre. Panache Fire Services excludes all liability in respect of any failure of the alarm signal from the System to reach the Communications Centre and any associated losses or damage suffered by the Customer as a result.
- 12.7 The Customer is advised to maintain appropriate policies of insurance to insure against the type of losses which the Customer could reasonably suffer as a result of the Equipment being defective or inadequate or Panache Fire Services being unable to fulfil its obligations under the Contract.
- 12.8 This clause 12 shall survive termination of the Contract.

13 Termination

- 13.1 Without limiting its other rights or remedies Panache Fire Services may terminate the Contract by giving the Customer not less than three months' written notice.
- 13.2 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 13.2.1 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 5 days after receipt of notice in writing to do so;
 - 13.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 13.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 13.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under this Contract has been placed in jeopardy.
- 13.3 Without limiting its other rights or remedies, Panache Fire Services may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 13.4 Without limiting its other rights or remedies, Panache Fire Services may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer prevents Panache Fire Services from carrying out the Extra Maintenance under clause 7.4.
- 13.5 Without limiting its other rights or remedies, Panache Fire Services may suspend the supply of Services or all further deliveries of Equipment under the Contract or any other contract between the Customer and Panache Fire Services if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.2.2, or Panache Fire Services reasonably believes that the Customer is about to become subject to any of them.
- 13.6 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect if Panache Fire Services has failed to comply with its obligations under clause 7.2 and clause 7.7.
- 13.7 On termination of the Contract for any reason:
- 13.7.1 the Customer shall immediately pay to Panache Fire Services all of Panache Fire Services' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Panache Fire Services shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 13.7.2 the Customer shall return all of Panache Fire Services Materials and any Equipment which has not been fully paid for. If the Customer fails to do so, then Panache Fire Services may enter the Site and take possession of it. Until it has been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

- 13.7.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 13.7.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 13.8 In the event that a Fixed Term Contract is terminated by Panache Fire Services under any of clauses 13.2 to 13.5, the Customer shall be liable to immediately pay any outstanding Balance or portion of the Balance due to Panache Fire Services.
- 14 Force majeure**
- 14.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of Panache Fire Services including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Panache Fire Services or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 14.2 Panache Fire Services shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 14.3 If the Force Majeure Event prevents Panache Fire Services from providing any of the Services and/or Equipment for more than 4 weeks, Panache Fire Services shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- 15 General**
- 15.1 Assignment and other dealings.**
- 15.1.1 Panache Fire Services may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 15.1.2 The Customer shall not, without the prior written consent of Panache Fire Services, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 15.2 Notices.**
- 15.2.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
- 15.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- 15.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

- 15.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 15.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 15.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Panache Fire Services.
- 15.8 **Governing law.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.
- 15.9 **Jurisdiction** Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).