

## Terms and Conditions of sale of Online Fire Risk Assessment

### 1 Definitions

**Contract** - the completion of the internet purchase form, the automatic email generated after the details are inputted and these conditions

**Online Fire Risk Assessment**- online fire risk assessment

**Products** – the online fire risk assessment licences or renewal licences

**Quotation** - our written statement of prices for the **products** described in it;

### 2 Order of precedence

We will supply the **products** on these conditions. Any terms and conditions you specify (whether or not they are contained in your **purchase order**) will not apply to this **contract** unless we have agreed in writing to accept them.

### 3 Price, payment and interest

(a) You must pay our charges for the **products** we do under this **contract** within 30 days of the date of our invoice. Send your payment to our address shown on the invoice.

(b) We reserve the right to:-

- stop deliveries until all arrears have been settled if delivery is by instalments;
- charge interest on any amount not paid on or before the due date under 3a above. Interest will be payable on the overdue amount at 8% above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998;

### 4 Delivery and risk

Unless otherwise specified, delivery takes place and risk passes to you when the **products** username and password are emailed to you. All dates specified for delivery are estimates only and although we will make every effort to meet such dates, we do not accept responsibility for any delay. In such cases we will supply the **products** as soon as reasonably possible.

### 5 Title

We own the copyright (and if it applies database rights) in the schedules, reports and other documents we supply with of the **products** and provided you do not remove or alter any copyright notice on them we will grant you a royalty-free licence to copy and use them.

### 6 Limits of liability

We do not know the value of the contents at your site but you do (or should) know their value. Since the loss or damage you might suffer will probably be more than the amounts we can reasonably charge you, and because we are giving you the chance to discuss and agree different amounts from those set out in the following paragraphs of this condition 6, we will limit our liability to those amounts (unless we agree in writing to change those limits). Because of this we recommend the following:-

- you should insure against all loss which you could suffer as a result of the **products** not working.
- you should use the **products** according to the instructions supplied with them. We will not be responsible for any consequences of you failing to follow these

instructions. You can ask us not to enforce the following paragraphs of this condition 6, but we will only do this if we can make a suitable change to the prices for the **products**.

- (a) We accept liability for:
- 1 personal injury or death which is caused by our negligence or breaking our legal duties while working at your premises in the course of our work; and
  - 2 supplying any spare parts or replacement equipment which we do not own; and
  - 3 loss or damage to property if the loss or damage is caused by our negligence while working at the site and the amount we will pay for such claims is limited to £50,000 in total for any one claim or series of claims arising from one event.
- (b) We will not provide any guarantees or warranties relating to the quality of materials, parts or workmanship, or whether the materials or parts are fit for their particular purpose, unless you are dealing with us as a private individual (not a business) or we have agreed to meet any quality standards in this **contract**. If you are a private individual then you have legal rights and we agree to keep to them.
- (c) We will not be liable for loss of profit or for any indirect loss or damage such as, loss of data, contracts or business interruption, you may suffer unless you can claim for this type of loss or damage under 6a1 or 6a2 above.
- (d) If you have any claim against us under this **contract** you must give us written notice as soon as is reasonably possible. However, if your claim is based only on the quality of the **products** we have provided, you must give us written details of your complaint within one month of the date we carried out the work.
- (e) If we are liable for any claim you make under this **contract** then, we will not pay more than £10,000 for each claim.
- (f) This condition 6 will continue to apply if you make any claim against us after the end of this **contract**.
- (g) It is your responsibility to enter correct information into the online Chubb risk assessment for the output to be accurate. Chubb Fire Ltd or any of its subsidiaries cannot be held liable for incorrect output from this online Chubb risk assessment if incorrect information has been entered by you.

## 7 Excusable events

We will make every effort to keep to our obligations under the **contract**.

However, if we cannot keep to our obligations under the **contract** because of circumstances beyond our reasonable control, we will give you written notice of those circumstances. If we are still unable to keep to our obligations after three months from the date of our first notice to you, you or we can end the **contract** by giving written notice to the other. If this happens, you will only have to pay for **products** supplied and work we have carried out under the **contract**.

## 8 Ending this contract

- (a) We can end this **contract** immediately, or withdraw our **products** by giving you at least 7 days' written notice, if you:
- 1 do not meet any of your obligations in this **contract**; or
  - 2 have given us incorrect information; or

- 3 become insolvent, bankrupt, (in Scotland become 'notour bankrupt'), have a winding-up order made against you, make any arrangement to pay off your creditors or have a legal order carried out against your property.
- (b) You can end this **contract** immediately if we do not meet any of our obligations in this **contract**.

## 9 General

- (a) You cannot transfer your rights or obligations under this **contract** without our written permission.
- (b) The Contracts (Rights of Third Parties) Act 1999 does not apply to this **contract**. This means that no one except you or us can take action to enforce its terms but this does not affect the rights that any third party might have apart from that Act.
- (c) If we decide not to enforce any of the terms and conditions of this **contract** or we delay in doing so, that will not prevent us from enforcing that or any other term or condition at a later date.
- (d) This **contract** cannot be changed unless you and we agree to the change in writing.
- (e) The documents that make up this **contract** are shown in its definition. However, if you want to rely on something which you and we have not agreed under condition 9d, but which you can reasonably assume from the facts, you must give us written details.
- (f) The details you complete on the internet will trigger an email notification with all the details you have entered this email and these terms and condition will be your Contract. If we decide to use a scanned copy of these documents instead of the original then you agree that the scanned documents may be treated as if it were the original, and unless you can show that its validity is in serious doubt, we will not have to prove the scanned documents is genuine.
- (g) All notices given under this **contract** will be treated as delivered if they are properly addressed and sent by registered post to, in our case, the address found on your invoice and, in your case, your postal address
- (h) Whoever enters the details on the internet on your behalf confirms that he/she has your authority to sign it. If you have not given your authority to the person who has entered the details onto the internet, and you do not approve this **contract** afterwards, we may suffer a loss. Under these circumstances, the person entering the details onto the internet agrees to fully compensate us for any losses and expenses we suffer from not being able to enforce this **contract** against you.
- (i) The **contract** will be governed by English law and an English court will deal with any dispute under it.