



Standard Terms and Conditions

MetroFire Protection Ltd

These Standard Terms and Conditions apply to all quotations, orders and contracts for the supply of products and services by MetroFire Protection Ltd.

IMPORTANT NOTICE — PLEASE READ BEFORE ACCEPTING

These Standard Terms and Conditions (version 1.3, dated 18 September 2026) govern every quotation, order and contract with MetroFire Protection Ltd. By signing or accepting a quotation, issuing a purchase order, confirming by email or message, accepting in our customer portal or app or by electronic signature, or otherwise instructing us to proceed, you agree to be bound by them and any terms you issue are excluded. Your attention is drawn in particular to: Clause 3 (your own terms are excluded; acceptance may be given electronically, and anyone using your portal, app or email account is treated as authorised to bind you); Clause 7 (payment within 30 days; interest and costs on late payment; cancellation and abortive attendance charges; we may require up to 100% of the price in advance, in particular from customers with no trading history with us); Clause 8 (Construction Act payment notices and adjudication); Clause 9 (aborted and no-access visits are chargeable and we are not obliged to re-attend until the re-attendance charge is paid); Clause 14 (what happens where the site differs from the information we were given); Clause 18 (the Responsible Person's duties remain with you); Clause 19 (we work from the information you give us and from third-party reports without verifying them, and are not responsible for their errors); Clause 20 (reports may be relied on only by you, only for their stated purpose, and are not updated after issue); Clause 27 (our liability is limited to £5,000,000 for negligent physical damage to your property and £500,000 for all other loss, excludes loss of profit, business interruption and other consequential loss, and claims must be notified within 12 months); Clause 28 (no claims against our staff personally); Clause 30 (you are responsible for insuring your premises and business against fire); and Schedule 1 (service-specific conditions). We are happy to quote for a higher limit of liability or an extended warranty if you require it. If you are a consumer (an individual not acting in the course of business), Schedule 2 applies to you and gives you additional rights, including a 14-day right to cancel.

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1 DEFINITIONS

In these Terms and Conditions, the following expressions shall have the following meanings:

“Account Credentials” means any username, password, PIN, access code, security token, authentication device, one-time passcode or personalised link issued to, or selected by, the Customer or any of its personnel for the purpose of accessing the Portal or the App or of giving an Electronic Acceptance.

“App” means any mobile or web application published or operated by or for MetroFire by which the Customer may view Quotations, accept terms, give Instructions, receive Deliverables or communicate with MetroFire.

“Authorised Representative” means, in the case of MetroFire, a director of MetroFire or a person whom a director has confirmed in writing is authorised to bind MetroFire for the purpose concerned; and, in the case of the Customer, any person who places an order, signs a Quotation or Terms Acceptance Form, or issues an Instruction on the Customer's behalf, whom the Customer warrants under Clause 46(c) to have authority.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England on which banks in London are open for normal business.

“Business Hours” means 09:00 to 17:00 on a Business Day.

“Completion Date(s)” means the timescales, milestones, programme dates, or completion dates specified in the Contract for the performance of the Services or delivery of the Products.

“Confidential Information” means any commercial, financial, operational, marketing, technical, or other information, in whatever form or medium, that is secret or confidential in nature and is disclosed by or on behalf of one party to the other in connection with the Contract, whether before or after the date of the Contract. It shall not include information which: (i) is or becomes public other than through breach of the Contract; (ii) was lawfully known to the receiving party before disclosure; (iii) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (iv) is lawfully disclosed to the receiving party by a third party without restriction on disclosure.

“Construction Contract” means a Contract which is, or to the extent that it is, a construction contract for the purposes of Part II of the Housing Grants, Construction and Regeneration Act 1996 (as amended).

“Consumer” means an individual who, in entering into the Contract, is acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession, within the meaning of the Consumer Rights Act 2015.

“Contract” means the agreement between MetroFire and the Customer for the supply of Products, Deliverables and/or Services, comprising the documents listed in Clause 2(b) in the order of precedence there set out.

“Customer” means the company, organisation, firm, public body, partnership, sole trader or individual that accepts a Quotation, places a Purchase Order or otherwise instructs MetroFire to supply Products, Deliverables and/or Services, and includes any person on whose behalf that party purports to act in the circumstances described in Clause 5(k).

“Data Protection Legislation” means the UK General Data Protection Regulation, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation which replaces or supplements them.

“Defect” means any material fault, failure, deficiency, or non-conformity in the Products or Services which is attributable to MetroFire and causes them not to comply in all material respects with the Contract.

“Deliverables” means the reports, fire risk assessments, fire strategies, planning fire statements, surveys, inspection reports, certificates, drawings, calculations, specifications, schedules, recommendations, test and commissioning records, photographs, asset data and other documents and information prepared by MetroFire for the Customer under the Contract, in whatever medium. The words “Documentation” and “Technical Documentation” where used have the same meaning.

“Digital Channel” means the Portal, the App, email, SMS, WhatsApp and any other electronic messaging, signature, workflow or communication service used between the parties, and “Digital Channels” shall be construed accordingly.

“Durable Medium” means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period adequate for its purposes, and allows the unchanged reproduction of the information stored, within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

“Electronic Acceptance” means the acceptance of a Quotation, these Terms and Conditions, a Terms Acceptance Form, a Variation or any other document by electronic means, including by clicking, tapping, ticking, swiping or otherwise selecting an “accept”, “approve”, “agree”, “confirm”, “authorise” or similar control in the Portal, the App or an electronic signature platform, by applying an electronic signature, or by sending a message through a Digital Channel that indicates acceptance.

“Employee Liability Information” has the meaning given in regulation 11 of the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“Equipment” means any fire detection, alarm, suppression, extinguishing, emergency lighting, passive fire protection, access, control, or related hardware, components, plant, or materials supplied under the Contract.

“Estimate” means any preliminary budget figure, approximation or indication of likely cost, programme or scope issued by MetroFire for guidance only and expressly described as an estimate, budget or indicative figure. An Estimate is not a Quotation, is not an offer capable of acceptance, and is not binding on MetroFire.

“Force Majeure Event” means any event or circumstance beyond the reasonable control of the affected party, including without limitation acts of God, fire, flood, storm, epidemic, pandemic, war, armed conflict, terrorism, civil commotion, riot, malicious damage, industrial action (other than of the affected party's own workforce), failure of utilities, telecommunications or transport networks, compliance with any law or governmental order, and the failure or delay of suppliers, manufacturers or carriers where such failure or delay is itself beyond the affected party's reasonable control.

“Good Industry Practice” means the exercise of the reasonable skill, care and diligence to be expected of a competent and suitably experienced provider of the same kind of fire safety products or services in the United Kingdom, in the same or similar circumstances.

“Hazardous Location” has the meaning given in Clause 17(p).

“Higher-Risk Building” means a higher-risk building within the meaning of Part 4 of the Building Safety Act 2022.

“Hired Plant” means any plant, access equipment, lifting equipment, platform, tower, scaffold, tool, machinery, vehicle, or other specialist equipment hired, leased, or otherwise procured by MetroFire in connection with the Services.

“Insolvency Event” means, in relation to a person: (i) being unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or admitting the same; (ii) the presentation of a petition, the passing of a resolution or the making of an order for winding up, bankruptcy or administration; (iii) the appointment of an administrator, receiver, administrative receiver, liquidator or similar officer over any of its assets; (iv) the obtaining of a moratorium under Part A1 of the Insolvency Act 1986; (v) proposing or entering into any composition, voluntary arrangement, restructuring plan or scheme with its creditors; (vi) ceasing or threatening to cease to carry on business; or (vii) any analogous event in any jurisdiction.

“Instruction” means any direction, request, authorisation, acceptance, approval, or confirmation issued by or on behalf of the Customer to proceed with the supply of Products and/or Services, whether by signed acceptance, purchase order, email, or written message sent via an electronic communication platform such as WhatsApp, provided that MetroFire reasonably relies upon it as authority to proceed.

“IPR” means all intellectual property rights of any nature whatsoever, whether registered or unregistered, including without limitation patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, business names, domain names, rights in get-up and trade dress, goodwill, design rights, database rights, rights in software, know-how, trade secrets, and rights to sue for passing off.

“Keys” has the meaning given in Clause 24(e).

“Maintenance Services” has the meaning given in Clause 22(a).

“MetroFire” means MetroFire Protection Ltd, a company incorporated in England and Wales with company number 15702883, whose registered office is at 71–75 Shelton Street, Covent Garden, London WC2H 9JQ.

“MetroFire Personnel” means the directors, officers, employees, agents, consultants and subcontractors of MetroFire and of any subcontractor, and any individual who prepares, signs or contributes to any Deliverable or performs any Services.

“Portal” means MetroFire’s customer or quotation portal, customer relationship management portal, field-service or job-management system, or any successor or replacement system, in each case as made available to the Customer by MetroFire from time to time.

“Price” means the price, charges, fees, rates, sums, and other amounts payable by the Customer to MetroFire under the Contract.

“Products” means the goods, Equipment, Software, materials, components and spare parts to be supplied by MetroFire under the Contract. Products do not include Deliverables.

“Purchase Order” means any written or electronic order, instruction, work order, call-off, or other formal request for Products and/or Services placed by the Customer on MetroFire.

“Quotation” means a written quotation, proposal, fee proposal, pricing schedule or other commercial offer issued by MetroFire and expressly identified as a quotation or proposal, including any scope, assumptions, exclusions and special conditions it contains. A Quotation does not include an Estimate.

“Rate Card” means MetroFire’s schedule of hourly, daily, call-out, standby, abortive attendance, out-of-hours, disposal, handover and minimum attendance charges current at the time the relevant charge arises, as published by MetroFire or supplied on request, or as stated in the Quotation.

“Responsible Person” means the responsible person within the meaning of article 3 of the Regulatory Reform (Fire Safety) Order 2005 (the “Order”) and any other person who has duties under article 5 of the Order, and includes any “accountable person” or “principal accountable person” under Part 4 of the Building Safety Act 2022 and any duty-holder under the Fire Safety (England) Regulations 2022.

“Services” means the services to be provided by MetroFire under the Contract, including without limitation installation, commissioning, maintenance, inspection, servicing, fire risk assessments, consultancy, surveys, remedial works, fault finding, design, project works, and related fire safety services.

“Site” means the premises, building, location, estate, land, or other place where the Products are delivered, installed, stored, or used, or where the Services are to be performed.

“Site Fire Safety Information” has the meaning given in Clause 5(p).

“Software” means any proprietary or licensed software, firmware, configuration files, system data, or digital programming supplied, installed, licensed, or used by MetroFire under or in connection with the Contract.

“System” has the meaning given in Part 2 of Schedule 1.

“Technical Specification” means the specification, scope, description, drawings, requirements, standards, assumptions, and other technical information agreed in writing between the parties in relation to the Products and/or Services.

“Terms Acceptance Form” means MetroFire’s form (in paper or electronic form, substantially as set out in Schedule 3) by which the Customer confirms acceptance of these Terms and Conditions, provides its notice details and, where applicable,

credit and guarantee information, and which the parties agree shall govern every Contract made between them after its date unless expressly disappplied in writing by MetroFire.

“Third-Party Document” means any report, assessment, survey, schedule, register, drawing, specification, certificate, record, scope of works, tender document, action plan or other document that is provided to or relied upon by MetroFire but was prepared by a person other than MetroFire, including any fire risk assessment, fire strategy, fire door or compartmentation survey, asset register, service or test record, insurer's or enforcing authority's schedule of requirements, consultant's specification, or document prepared by the Customer itself or by a previous contractor or adviser.

“VAT” means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

“Variation” means any addition, omission, alteration, amendment, substitution, change, or modification to the scope, nature, quantity, sequence, specification, design, timing, or performance of the Products and/or Services.

“Warranty Period” means, unless otherwise stated in the Quotation, twelve (12) months from: (i) in respect of Products, the earliest of delivery, installation or commissioning of the relevant Product; and (ii) in respect of Services, the completion of the relevant Services or, where applicable, the date of MetroFire's completion or commissioning certificate under Clause 21(e).

“Writing” or **“written”** includes letter, email, a document signed or accepted electronically in accordance with Clause 45(e), and a message or Electronic Acceptance recorded in the Portal or the App, but excludes SMS, WhatsApp and other instant-messaging platforms, except that (i) an Instruction given by such a platform may be relied upon and acted upon by MetroFire under Clause 3(b) and Clause 14(e), (ii) MetroFire may at its option confirm by email any communication received by such a platform, whereupon it shall be treated as written, and (iii) nothing in this definition permits the Customer to give a notice under Clause 39, or to amend these Terms and Conditions under Clause 42(d), by SMS, WhatsApp or other instant-messaging platform. The parties acknowledge that this asymmetry is deliberate and agreed.

2 INTERPRETATION

- a) In these Terms and Conditions, unless the context otherwise requires:
 - i. words importing the singular include the plural and vice versa;
 - ii. words importing any gender include all genders;
 - iii. references to a “person” include any individual, company, corporation, partnership, joint venture, firm, authority, organisation, trust, association, or other entity (in each case whether or not having separate legal personality);
 - iv. references to any statute, statutory provision, regulation, code, standard, or guidance shall include any amendment, re-enactment, consolidation, extension, or replacement of the same from time to time;
 - v. references to “including”, “include”, “in particular”, or similar expressions shall be construed as illustrative only and shall not limit the generality of the words preceding them;
 - vi. clause headings are for convenience only and shall not affect interpretation; and
 - vii. references to Clauses and Schedules are references to clauses of and schedules to these Terms and Conditions unless otherwise stated, and the Schedules form part of these Terms and Conditions.
- b) **Order of precedence.** The Contract comprises the following documents, and in the event of conflict or inconsistency the earlier-listed document shall prevail over the later-listed:
 - i. any special conditions expressly set out in the Quotation and identified as taking precedence over these Terms and Conditions;
 - ii. the Consumer Terms in Schedule 2, where the Customer is a Consumer;
 - iii. these Terms and Conditions, including Schedule 1;
 - iv. the scope, assumptions, exclusions and pricing set out in the Quotation;
 - v. any framework or master agreement signed by an Authorised Representative of MetroFire;
 - vi. the Customer's Purchase Order or Instruction, but only as to the identity of the Products or Services ordered, quantities, delivery address and purchase order number. Any other terms in a Purchase Order, Instruction or other Customer document are excluded in accordance with Clause 3(c).
- c) A reference to a party includes its successors and permitted assigns.

3 CONTRACT FORMATION AND ELECTRONIC ACCEPTANCE

- a) Each Quotation is an offer by MetroFire to supply the Products, Deliverables and/or Services described in it on these Terms and Conditions. Unless the Quotation states otherwise, a Quotation may be accepted within fourteen (14) days of its date, after which it lapses. MetroFire may withdraw or amend a Quotation at any time before acceptance. Quotation prices are based on MetroFire's costs of labour, materials and subcontracted services at the date of the Quotation and, where the Quotation was prepared without a site survey, on the information provided by the Customer.
- b) A Contract is formed on these Terms and Conditions when the earliest of the following occurs:
 - i. the Customer signs or countersigns the Quotation, completes its acceptance section, or gives an Electronic Acceptance of it in the Portal, the App or an electronic signature platform;
 - ii. the Customer signs, or gives an Electronic Acceptance of, a Terms Acceptance Form;
 - iii. the Customer issues a Purchase Order or other Instruction referring to or following the Quotation;
 - iv. the Customer confirms by email or by any other Instruction that MetroFire may proceed; or

- v. MetroFire, having received an Instruction, commences performance of the Services or despatches the Products.
- c) These Terms and Conditions apply to every Contract to the exclusion of any other terms. Any terms and conditions contained in or referred to in the Customer's Purchase Order, acknowledgement, acceptance, website, supplier portal, framework or other document, or implied by trade, custom, practice or course of dealing, are expressly rejected and shall not form part of the Contract. MetroFire's acceptance of any Purchase Order or Instruction is expressly conditional upon the Customer's assent to these Terms and Conditions; MetroFire's commencement of performance shall not constitute acceptance of any Customer terms. These Terms and Conditions may only be varied or disapplied by a document expressly headed as a variation of them and signed by an Authorised Representative of MetroFire.
- d) Where the Customer has signed a Terms Acceptance Form, these Terms and Conditions (as updated in accordance with Clause 3(e)) shall govern every subsequent Contract between the parties, whether or not the Quotation or Purchase Order for that Contract refers to them, and shall prevail over any terms issued by the Customer at any later time.
- e) MetroFire may issue revised Terms and Conditions from time to time. The version current at the date of the relevant Quotation (or, where there is no Quotation, at the date of the Instruction) applies to the Contract. The version number and date appear on the front sheet of these Terms and Conditions and on each Quotation.
- f) **Consumers.** Where the Customer is a Consumer, Schedule 2 (Consumer Terms) applies and prevails over any inconsistent provision of these Terms and Conditions. Nothing in these Terms and Conditions affects the statutory rights of a Consumer. A Customer who is or may be a Consumer must inform MetroFire before accepting a Quotation. Where the Contract is a distance or off-premises contract with a Consumer, MetroFire shall give the Consumer the confirmation of the Contract required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 on a Durable Medium within a reasonable time after the Contract is formed and, in any event, before performance of the Services begins or the Products are delivered.
- g) Where the parties have entered into a framework or master agreement, each call-off, order or Instruction under it forms a separate Contract to which these Terms and Conditions apply, subject to Clause 2(b).
- h) An Estimate does not create a Contract. Any work carried out by MetroFire following an Estimate, before a Quotation has been issued and accepted, shall be charged at Rate Card rates plus the cost of materials, unless otherwise agreed in writing.
- i) **Electronic Acceptance.** The Customer may accept a Quotation, these Terms and Conditions, a Terms Acceptance Form or a Variation by Electronic Acceptance, and the parties agree that an Electronic Acceptance has the same force and effect as a signature in manuscript on paper. Neither party shall dispute the validity, enforceability or admissibility of the Contract or of any document forming part of it on the sole ground that it was made, accepted, signed or communicated by electronic means or through a Digital Channel, and each party waives any such objection, including for the purposes of section 7 of the Electronic Communications Act 2000. Where the Portal or the App requires the Customer to tick a box, or to select a control, confirming that it has read and accepts these Terms and Conditions, the Customer acknowledges that doing so incorporates them into the Contract and that they were made available to it for inspection and download before it did so.
- j) **Authority and Account Credentials.** The Customer shall keep its Account Credentials confidential and secure, shall not permit their use by any person who is not authorised to bind the Customer, and shall notify MetroFire without delay if it knows or suspects that any Account Credentials have been lost, disclosed or used without authority. As between MetroFire and the Customer, any Electronic Acceptance, Instruction, Purchase Order, Variation, approval or other communication given using the Customer's Account Credentials, from an email address belonging to or used by the Customer or its personnel, or from a telephone number notified to MetroFire by the Customer, shall be deemed to have been given by the Customer and by a person with authority to bind it, and MetroFire shall be entitled to act upon it without further enquiry, unless MetroFire has received the notice referred to in this Clause 3(j) before acting. This Clause does not apply where MetroFire actually knew that the person giving the communication had no such authority, and is subject to Clause 5(k).
- k) **Records and evidence.** MetroFire's systems record the issue of Quotations, the presentation and version of these Terms and Conditions, and each Electronic Acceptance, Instruction and communication, together with the date, time, user account and, where available, the internet protocol address and device from which it was given. The Customer agrees that those records, and copies, screenshots, audit trails, system logs and exports taken from them, shall be admissible in any proceedings and, in the absence of manifest error, shall be conclusive evidence of the matters they record, of the version of these Terms and Conditions presented to the Customer and of the fact and time of acceptance. MetroFire shall retain those records for not less than six (6) years and shall, on reasonable written request, provide the Customer with a copy of the record of its own acceptance.
- l) **Availability of Digital Channels.** MetroFire does not warrant that the Portal, the App or any other Digital Channel will be available, uninterrupted or error-free, and may suspend, withdraw, replace or vary any of them at any time without liability. Where a Digital Channel is unavailable, a Contract may be formed by any other means permitted by Clause 3(b). MetroFire shall have no liability for any Instruction, acceptance or notice that is not received by it because of a failure, delay, filtering, misdirection, deletion or corruption in any Digital Channel or in the Customer's own systems; a communication is effective only when actually received by MetroFire. MetroFire is not responsible for the security of the Customer's own devices, network, email or messaging accounts. Liability under this Clause is in any event subject to Clause 27(l).

4 METROFIRE'S WARRANTIES AND OBLIGATIONS

- a) MetroFire shall supply the Products and Services as set out in the Contract.

- b) Subject to the Contract, MetroFire warrants that:
- i. Products will, at the time of delivery, conform in all material respects to the Technical Specification or, where none has been agreed in writing, to the manufacturer's published specification for the Product concerned;
 - ii. the Services and Deliverables will be provided with the reasonable skill and care to be expected of a competent fire safety contractor or consultant, in accordance with Good Industry Practice; and
 - iii. where a Defect is notified to MetroFire in writing within the Warranty Period, and MetroFire, having been given a reasonable opportunity to inspect, determines on reasonable grounds that the Defect is caused by faulty workmanship or defective materials supplied by MetroFire, MetroFire shall at its option repair, replace or re-perform the affected Products or Services without additional charge and without admission of liability. The Customer shall not permit any third party to investigate, repair or replace the affected Products or Services before MetroFire has had that opportunity, failing which this warranty shall not apply to the Defect concerned.
- c) Where Products are manufactured by a third party, MetroFire may, at its discretion, pass on to the Customer the benefit of any manufacturer's warranty or guarantee to the extent assignable, but MetroFire gives no greater warranty in respect of such Products than is expressly set out in this Contract.
- d) Any Products repaired, replaced, or Services re-performed under this clause shall be warranted only for the unexpired balance of the original Warranty Period, unless MetroFire expressly agrees otherwise in writing.
- e) This warranty shall not apply to the extent that a Defect or failure arises from:
- i. misuse, neglect, accident, vandalism, tampering, or unauthorised modification of the Products or Services;
 - ii. failure by the Customer to operate, inspect, maintain, service, or test the Products in accordance with MetroFire's instructions, manufacturer recommendations, or applicable British Standards;
 - iii. third-party works, cabling, equipment, software, adjustments, interference, or connections not supplied, installed, or commissioned by MetroFire;
 - iv. environmental or site conditions outside MetroFire's control, including without limitation dust, damp, corrosion, vibration, moisture ingress, contamination, electrical disturbance, heat, impact, or power irregularities; or
 - v. normal wear and tear, fair wear arising from ordinary use, or the deterioration, fatigue, corrosion, degradation, misalignment, or periodic replacement of any consumable item, moving part, mechanical component, electro-mechanical assembly, fire door component, ironmongery, seal, emergency lighting component, extinguisher component, suppressant media, or other item inherently subject to wear through age, operation, environmental conditions, or use, including, without limitation, detectors, call point elements, sounders, interfaces, batteries, lamps, emergency lighting gear, extinguisher media, gauges, hoses, pins, seals, door closers, hinges, locks, latches, handles, glazing systems, thresholds, rollers, springs, bearings, actuators, belts, and similar components.
- f) Where MetroFire is unable, after reasonable attempts, to repair, replace or re-perform under Clause 4(b)(iii), MetroFire shall refund such proportion of the Price paid for the affected Products or Services as is fair and reasonable having regard to the use and benefit the Customer has had from them, and that refund shall be the Customer's sole remedy for the Defect concerned.
- g) The warranties in this Clause 4 are given in place of, and the Customer agrees that there are excluded, all other warranties, conditions and terms, whether express or implied by statute (including sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 and 13 of the Supply of Goods and Services Act 1982), common law or otherwise, as to quality, fitness for purpose, conformity with description or sample, or compliance with any specification not expressly agreed in writing, to the fullest extent permitted by law. Nothing in this Clause excludes the implied terms as to title.
- h) The remedies in this Clause 4 are the Customer's sole and exclusive remedies for any Defect. The Customer acknowledges that the Price reflects the allocation of risk in this Clause and in Clause 27, that MetroFire has offered to supply on the basis of an extended warranty or a higher limitation of liability for an additional charge, and that the Customer has elected not to take up that offer unless the Quotation states otherwise.
- i) **No guarantee of outcome.** The Customer acknowledges that fire detection, alarm, suppression, extinguishing, emergency lighting and passive fire protection systems and products, and fire risk assessments, surveys, reports and other Deliverables, reduce but cannot eliminate the risk of fire, injury, damage or loss. Nothing in the Contract, and no statement by MetroFire, shall be construed as a warranty, guarantee or representation that: (i) any fire will be prevented, detected, contained, suppressed or extinguished; (ii) any Product or system will operate on any particular occasion; (iii) any Site, building, fire door, compartment line or system is or will be compliant with any law, standard or the requirements of any enforcing authority, insurer or third party; (iv) any fire risk assessment or survey has identified every hazard, defect or non-compliance, in particular in areas that were inaccessible, concealed, not made available or outside the agreed scope on the date of inspection; or (v) any Deliverable will result in the approval of any authority, insurer or certification body. MetroFire's obligation is limited to the exercise of reasonable skill and care in accordance with Clause 4(b).

5 CUSTOMER OBLIGATIONS

The Customer shall:

- a) provide MetroFire, its employees, subcontractors, and representatives with full, safe, and unimpeded access to the Site and all relevant areas as required to perform the Services, including arranging any necessary security clearances, inductions, or permits to work;

- b) provide all necessary facilities, utilities, and services reasonably required by MetroFire to perform the Services, including without limitation adequate power, water, lighting, welfare facilities, and safe storage for tools, materials, and equipment;
- c) ensure that all necessary licences, permits, consents, approvals, and authorisations required for the carrying out of the Services at the Site are obtained and maintained, and that the Site is safe, compliant, and suitable for the performance of the Services;
- d) provide MetroFire with all relevant drawings, records, specifications, fire safety information, and other documents reasonably required for the proper performance of the Services, and ensure such information is accurate and complete;
- e) promptly notify MetroFire of any issues, defects, or failures in the Equipment or Services supplied, providing sufficient detail to enable MetroFire to investigate and respond;
- f) cooperate fully with MetroFire and not interfere with or obstruct the proper performance of the Services;
- g) warrant that it is the Responsible Person for the Site (or the relevant part of it) or, where it is not, that it is instructing MetroFire with the authority of, and will provide all Deliverables promptly to, each Responsible Person, accountable person, owner, landlord and other duty-holder for the Site whose statutory duties are affected by the Services; identify each such person to MetroFire on request; and procure their co-operation, consent and access as required for the Services (articles 17(2)–(5) and 22 of the Order);
- h) indemnify MetroFire and MetroFire Personnel against all claims, demands, proceedings, losses, damages, liabilities, fines (to the extent lawfully recoverable), costs and expenses (including reasonable legal costs) arising out of or in connection with: (i) any breach by the Customer of its obligations under the Contract; (ii) any inaccuracy, omission or error in information, drawings, records or instructions supplied by or on behalf of the Customer; (iii) any failure by the Customer or any Responsible Person to implement, or to implement within a reasonable time, any recommendation, significant finding or action contained in a Deliverable, or to maintain, test or operate any system in accordance with the Contract, the manufacturer's instructions and the applicable British Standard; (iv) any use of or reliance on a Deliverable by any person other than the Customer, or for any purpose other than the purpose stated in Clause 20; (v) the acts or omissions of the Customer's other contractors, tenants, occupiers, employees or visitors; and (vi) any claim by a third party against MetroFire or MetroFire Personnel which, had it been brought by the Customer, would have been excluded or limited by Clause 27, to the extent of that exclusion or limitation;
- i) acknowledge that MetroFire shall be entitled, without any duty of verification, to rely on all drawings, records, survey data, asbestos registers and surveys, specifications, photographs, descriptions, access information, asset registers, previous fire risk assessments and reports, statements as to the use and occupation of the Site, and instructions provided by or on behalf of the Customer or its other contractors, and that MetroFire shall have no liability for any cost, Defect, delay, omission, incompatibility or non-compliance arising from any inaccuracy, omission or error in them;
- j) before MetroFire attends Site, inform MetroFire in writing of all hazards known to it that may affect MetroFire Personnel, including asbestos-containing materials, fragile surfaces, live or concealed services, confined spaces, explosive atmospheres, radiation sources, high-voltage equipment, contamination, unstable structures, aggressive occupants and animals, and of any site rules, permit-to-work, hot-works, isolation or access-equipment requirements, and comply with Clause 12(e) in relation to asbestos;
- k) **Agents and principals.** where a person accepts a Quotation, places a Purchase Order or issues an Instruction as agent or on behalf of another person (including a managing agent, facilities manager, consultant or main contractor acting for a landlord, owner, employer or client), that person: (i) warrants that it has the authority of its principal to bind the principal to the Contract; (ii) shall identify its principal in writing at or before the time of the Instruction; and (iii) shall be jointly and severally liable with its principal for payment of the Price and performance of the Customer's obligations, unless MetroFire has expressly agreed in writing, before the Contract is formed, to look only to the principal;
- l) maintain the insurances described in Clause 30 and acknowledge that MetroFire's charges do not include, and MetroFire does not act as insurer of, the Site, its contents or the Customer's business;
- m) carry out and record all user tests, checks and inspections required of the user or Responsible Person by the applicable British Standard, the manufacturer's instructions and Schedule 1 (including the weekly test of fire detection and alarm systems under BS 5839-1, monthly and annual tests of emergency lighting under BS 5266-1, monthly visual checks of extinguishers under BS 5306-3, and routine checks of fire doors), and notify MetroFire promptly in writing of any fault, false alarm, damage, alteration to the building or system, change of use or occupation, or other matter which may affect the Products, Services or Deliverables;
- n) consent to MetroFire Personnel taking photographs, measurements, recordings and samples at the Site for the purposes of the Services, the Deliverables and MetroFire's records, inform its staff and occupiers accordingly, and notify MetroFire in advance of any area where photography is restricted;
- o) where the Site comprises or includes residential premises, obtain all consents and give all notices to residents, leaseholders and tenants needed for MetroFire to gain access, and be responsible for any failure of access;
- p) provide to MetroFire, before the Services commence, all of the following that exist for the Site: the current and previous fire risk assessments and reviews; any fire strategy or fire safety design summary; the fire safety information provided under regulation 38 of the Building Regulations 2010; as-fitted drawings, operation and maintenance manuals, design, installation, commissioning, acceptance and modification certificates, agreed variations and logbooks for every fire detection and alarm, emergency lighting, extinguisher, suppression, smoke-control, fire-door and fire-stopping installation; the asbestos register and survey; details of any dangerous substances, DSEAR zoning and hazardous processes; any enforcement, alterations or prohibition notice and any correspondence with the fire and rescue authority,

building control body or insurer; the insurer's requirements; and any information the Customer holds under article 22A of the Order or section 88 of the Building Safety Act 2022 (together the "Site Fire Safety Information");

- q) accept that, where any Site Fire Safety Information is not provided, MetroFire may proceed on stated assumptions, may record the item as "not available" or "not verified" in the Deliverable, may recommend further investigation as an action for the Customer, and shall be entitled to a fair and reasonable adjustment to the Price and programme for any additional survey, verification or design work that results; and
- r) acknowledge that the Customer alone is responsible for satisfying itself, in accordance with article 18 of the Order (and article 9A of the Order when in force), that any person it appoints to assist it is competent, and that MetroFire's statements as to the qualifications and experience of its personnel are made to assist the Customer in that decision and are not a warranty of any outcome.

6 DELIVERY, RISK AND RETENTION OF TITLE

- a) Any delivery, attendance, installation, completion or performance dates given by MetroFire are estimates only. Time shall not be of the essence unless MetroFire has expressly agreed in writing that a stated date is a guaranteed obligation. Subject to Clause 27(a), MetroFire shall not be liable for any delay in delivery or performance howsoever caused, save to the extent (if any) expressly provided in Clause 15(b).
- b) Any attendance date, installation date, service slot, inspection booking or commencement date discussed before written confirmation by MetroFire is provisional only. MetroFire may re-sequence or re-schedule attendances where access, readiness, materials, approvals, safety conditions or other preconditions have not been satisfied, or to accommodate emergency call-outs for other customers, and will give the Customer as much notice as is reasonably practicable.
- c) Delivery of Products takes place when the Products are unloaded at the delivery address stated in the Contract (or, if none, the Site) or collected by the Customer or its carrier, whichever first occurs. MetroFire may deliver by instalments, each of which shall be invoiced and paid for separately. Risk in the Products passes to the Customer on delivery, whether or not the Products have been installed, and the Customer shall be responsible for the safe and secure storage of Products at the Site pending installation and for any loss or damage to them (other than loss or damage caused by MetroFire Personnel) from delivery onwards.
- d) If the Customer fails to accept delivery or to make the Site available on the agreed date, delivery shall be deemed to have taken place and risk to have passed at 09:00 on that date, and MetroFire may store the Products at the Customer's cost and risk, charge for storage, insurance, handling and re-delivery, and invoice for the Products.
- e) Title to the Products shall not pass to the Customer until MetroFire has received in full, in cleared funds, all sums due in respect of the Products and all other sums which are or become due to MetroFire from the Customer on any account.
- f) Until title passes the Customer shall hold the Products as MetroFire's bailee, keep them in satisfactory condition and insured for their full replacement value, and not sell, pledge, charge or otherwise encumber them.
- g) The Customer acknowledges that Products which are incorporated into or affixed to the Site may become part of the land and that MetroFire's retention of title may then cease to be effective against the owner of the Site. Accordingly, where the Customer is not the freehold owner of the Site, the Customer shall (i) procure that the owner is made aware of and acknowledges MetroFire's title pending payment, and (ii) in any event remain liable for the Price. Nothing in this Clause obliges MetroFire to remove any fire safety Product from a Site where removal would, in MetroFire's opinion, endanger persons or property or breach any law.
- h) The Customer grants MetroFire, its agents and carriers an irrevocable licence, exercisable at any time before title passes, to enter any premises where the Products are or are reasonably believed to be, on reasonable notice (or without notice where the Customer is subject to an Insolvency Event or has failed to pay when due), in order to inspect, identify and (subject to Clause 6(g) and to any statutory restriction) repossess them. MetroFire may resell repossessed Products and credit the net proceeds against the Customer's account.
- i) The Customer's right to possession of Products in which title has not passed shall terminate immediately if the Customer suffers an Insolvency Event or fails to pay any sum when due.
- j) If the Customer resells or incorporates Products before title has passed, it does so as principal and not as MetroFire's agent, and the Customer shall account to MetroFire for the proceeds of sale up to the amount owing to MetroFire.
- k) MetroFire's rights under this Clause are in addition to any other right or remedy. MetroFire may bring an action for the Price notwithstanding that title has not passed.
- l) **Returns and supply-only orders.** Stock Products correctly supplied may be returned only with MetroFire's prior written agreement, within fourteen (14) days of delivery, unused, in original undamaged packaging and at the Customer's cost, and subject to a restocking charge of 25% of the Price of the Products or any higher charge imposed by the manufacturer. Products described in Clause 7(c) may not be returned. Where a Contract is for the supply of Products only (without installation by MetroFire), MetroFire gives no warranty as to their installation, application, suitability for the Site or compliance of the installed system with any standard, and MetroFire's liability shall be limited to the remedies in Clause 4.

7 PRICE AND PAYMENT

- a) **Prices and taxes.** All Prices are exclusive of VAT, delivery, and any other applicable taxes, duties, levies and charges, which the Customer shall pay in addition at the prevailing rate. Where the VAT domestic reverse charge for building and construction services applies to a supply, the Customer shall account for the VAT and shall, before the Contract is

formed, notify MetroFire in writing of its VAT registration number, its Construction Industry Scheme (CIS) registration and whether it is an “end user” or “intermediary supplier”; MetroFire may rely on that notification and the Customer shall indemnify MetroFire against any VAT, interest and penalties arising from its inaccuracy. Where the Customer is a contractor for CIS purposes, the Customer shall verify MetroFire with HMRC and make only such deduction as the law requires, shall provide MetroFire with a payment and deduction statement within fourteen (14) days of each payment, and shall be liable to MetroFire for any deduction which it fails to pay over to HMRC or to evidence.

- b) **Invoicing triggers.** MetroFire may invoice:
 - i. on delivery of Products and/or completion of Services; or
 - ii. in accordance with agreed payment milestones or staged works; or
 - iii. as otherwise stated in the Quotation or Contract documents; or
 - iv. monthly in arrears on a measured/daywork basis where applicable.
- c) **Deposits & bespoke items.** Where the Contract includes bespoke, made-to-order, non-stock, or non-returnable items, including manufacturer-configured equipment, special finishes, custom-fabricated components, or goods ordered specifically for the Customer, such items shall be non-cancellable once ordered unless otherwise agreed in writing. Any deposit paid in respect of such items shall be non-refundable once procurement has commenced, and the Customer shall remain liable for the full cost of such items together with any supplier restocking, cancellation, carriage, or administrative charges incurred by MetroFire.
- d) **Payment terms.** Unless the Quotation states otherwise, each invoice is due and payable in full, in cleared funds, within thirty (30) days of the invoice date, without deduction, set-off, counterclaim or withholding of any kind, save (i) as required by law, (ii) for a deduction validly notified in a pay less notice under Clause 8 where the Contract is a Construction Contract, or (iii) for statutory CIS deductions properly accounted for under Clause 7(a). The Customer shall not be entitled to withhold payment of any invoice on account of any alleged Defect, delay or claim, whether under the same or any other Contract.
- e) **Late payment.** If any sum is not paid by its due date (or, in a Construction Contract, by the final date for payment), then without prejudice to any other right or remedy:
 - i. where the Customer is not a Consumer, the sum shall bear interest at the rate, and MetroFire shall be entitled to the fixed-sum compensation and reasonable recovery costs, provided by the Late Payment of Commercial Debts (Interest) Act 1998 (being, at the date of these Terms and Conditions, 8% per annum above the Bank of England base rate), and the parties agree that this is a substantial remedy for the purposes of that Act; where the Customer is a Consumer the sum shall bear interest at 4% per annum above the Bank of England base rate;
 - ii. interest accrues daily from the due date until payment in full, whether before or after judgment, and is compounded quarterly;
 - iii. MetroFire may, on giving not less than two (2) Business Days' written notice (or immediately where the Customer is subject to an Insolvency Event), suspend or withhold delivery of Products, issue of Deliverables and performance of Services under the Contract and under any other Contract with the Customer until all overdue sums are paid, and may demobilise from Site and charge Rate Card remobilisation costs. The Customer acknowledges that suspension may leave fire safety systems unmaintained or works incomplete, that the Customer and the Responsible Person remain solely responsible for the safety of the Site during any suspension, and that MetroFire shall have no liability arising from suspension; and
 - iv. the Customer shall pay on demand all costs, charges and expenses (including legal costs on an indemnity basis, debt collection agency fees and court fees) incurred by MetroFire in recovering any overdue sum.
- f) **Invoice queries.** The Customer shall notify MetroFire in writing of any query or dispute concerning an invoice, with full particulars and the amount disputed, within fourteen (14) days of the invoice date, and shall pay the undisputed balance by the due date. An invoice not queried within that period shall, in the absence of manifest error, be treated as accepted by the Customer and as conclusive evidence of the sum due, and the Customer shall not thereafter be entitled to dispute it. In a Construction Contract this Clause operates in addition to, and does not replace, the pay less notice requirements of Clause 8.
- g) **Credit approval & limits.** Any credit offered is subject to MetroFire's ongoing approval. MetroFire may set, vary, or withdraw credit limits at its sole discretion and may require advance or interim payments if a limit is exceeded or credit is withdrawn.
- h) **Deposits, advance payment, stage payments and security.** MetroFire may, at its absolute discretion, require any of the following, whether before or at any time after the Contract is formed, and whether or not the Customer has an existing account, credit limit or trading history with MetroFire: (i) a deposit or payment on account of any percentage of the Price, up to and including one hundred per cent (100%), to be received in cleared funds before MetroFire orders any materials, despatches any Products, attends the Site, commences or continues the Services or issues any Deliverable; (ii) stage, interim or milestone payments; and/or (iii) security for payment in the form of a director's or parent company guarantee, a bank guarantee, a deposit held on account or escrow. MetroFire may in particular exercise this discretion where the Customer is newly incorporated, has no previous trading history with MetroFire, has not provided or has failed a credit reference, has exceeded or is close to its credit limit, has previously paid late, is the subject of adverse credit information, is a special purpose vehicle or is otherwise, in MetroFire's reasonable opinion, a credit risk. Any sum so paid is a payment on account of the Price and not a penalty or a pre-estimate of loss, and shall be applied against the first sums falling due. Until the required payment or security has been received in cleared funds MetroFire shall be under no obligation to order, attend, perform, deliver, issue any Deliverable or certificate, or continue with any Services, and any date, programme or response time shall be extended accordingly; MetroFire shall have no liability for any delay or consequence arising from the Customer's failure to make the payment or provide the security, and Clause 9 shall apply

to any resulting delay. If the payment or security is not provided within fourteen (14) days of demand, MetroFire may suspend or terminate the Contract under Clauses 7(e)(iii) and 31 and shall be entitled to the sums set out in Clause 31(e). Deposits and payments on account are non-refundable once MetroFire has commenced procurement or performance, save as provided in Schedule 2 for Consumers and save to the extent they exceed the sums properly due to MetroFire on termination.

- i) **Price adjustments.** MetroFire may make a fair and reasonable adjustment to the Price (and, where appropriate, the programme) on written notice to the Customer, supported on request by reasonable evidence, to reflect:
 - i. Variations requested or caused by the Customer, and matters within Clauses 9, 10, 12, 14(g) and 14(h);
 - ii. increases in the cost of materials, Equipment, subcontracted services, carriage, fuel, energy or labour, currency movements, or new or increased taxes, duties, levies, tariffs or surcharges, arising after the date of the Quotation and before delivery or performance, where the Contract has not been fully performed within sixty (60) days of its formation or the increase exceeds 3% of the affected item; and
 - iii. delays, standby or inefficiencies caused by the Customer, its contractors or others outside MetroFire's control.
- j) **Payment allocation.** MetroFire may allocate any payment received from the Customer to invoices, interest, and costs in such order as MetroFire reasonably determines, notwithstanding any contrary instruction by the Customer.
- k) **No set-off; withholding.** All sums shall be paid in full without set-off, deduction or withholding, save as provided in Clause 7(d). If the Customer is required by law to withhold or deduct any amount (other than a CIS deduction properly accounted for to HMRC and evidenced under Clause 7(a)), it shall gross up the payment so that MetroFire receives the amount it would have received absent the withholding. MetroFire may set off any sum owed by it to the Customer under any Contract against any sum owed by the Customer to MetroFire under any Contract.
- l) **Payment method and bank details.** Payment shall be made only to the bank account stated on MetroFire's invoice. MetroFire will never notify a change of bank details by email alone; the Customer shall verify any purported change by telephone to MetroFire's published switchboard number before making payment, and payment to any other account shall not discharge the Customer's liability.
- m) **Electronic invoicing.** The Customer agrees that invoices may be issued and delivered electronically.
- n) **Cancellation, postponement and abortive attendance.** If the Customer cancels or postpones an agreed attendance, or MetroFire Personnel attend Site and are unable to carry out the Services for any reason within the Customer's control (including lack of access, lack of readiness, absence of a permit, escort or induction, or unsafe conditions), the Customer shall pay the following charges, which the parties agree are a proportionate reflection of MetroFire's legitimate interest in the resources committed and its loss of the opportunity to deploy them elsewhere:
 - i. cancellation or postponement notified in writing more than three (3) Business Days before the start of the agreed attendance window: no charge, save for costs under paragraph (iv);
 - ii. cancellation or postponement notified within three (3) Business Days but more than one (1) Business Day before the start of the agreed attendance window: 50% of the labour and attendance element of the Price for the attendance, or the Rate Card minimum attendance charge, whichever is greater;
 - iii. cancellation or postponement notified within one (1) Business Day of the start of the agreed attendance window, or after MetroFire Personnel have been despatched, or an abortive attendance: 100% of the labour and attendance element of the Price for the attendance, or the Rate Card minimum attendance charge, whichever is greater;
 - iv. in every case, the full cost of non-returnable materials and bespoke items, Hired Plant, access equipment, subcontractor charges, permits, congestion, parking, ULEZ and similar charges, accommodation and other third-party costs reasonably incurred or committed by MetroFire for the attendance;
 - v. where the Quotation is for a single fixed price which does not separately identify labour, MetroFire shall apportion the Price on a fair and reasonable basis to calculate the charge.

These charges do not apply where the cancellation or postponement is caused by MetroFire's default or by a Force Majeure Event affecting MetroFire. MetroFire may waive or reduce any charge at its discretion, and no waiver on one occasion shall bind MetroFire on another.
- o) **Credit checks.** The Customer authorises MetroFire to obtain credit references and to search the records of credit reference agencies, Companies House and other public sources about the Customer and, where the Customer is a sole trader, partnership or a company of which an individual has given a guarantee, about that individual, at any time during the relationship, and to record and share the results with those agencies in accordance with MetroFire's privacy notice. MetroFire may set, vary or withdraw credit limits and payment terms at its discretion at any time.
- p) **Personal guarantee.** Where MetroFire so requires, a director or member of a corporate Customer shall execute a personal guarantee in the form set out in Schedule 3 before MetroFire is obliged to supply on credit.
- q) **Certificates and reports.** Certificates of design, installation, commissioning, modification, inspection and servicing, completion certificates and reports are issued on completion of the relevant Services. Where the Contract provides for payment in advance or on completion, MetroFire may withhold the formal certificate or report until payment is received, provided always that MetroFire will not withhold notification of any defect, non-conformity or condition that it considers presents an imminent risk to life, which will be notified to the Customer in writing without delay irrespective of payment.

8 CONSTRUCTION CONTRACTS: PAYMENT NOTICES, PAY LESS NOTICES AND ADJUDICATION

- a) This Clause 8 applies where and to the extent that the Contract is a Construction Contract. It does not apply where the Customer is a residential occupier within section 106 of the Housing Grants, Construction and Regeneration Act 1996

(the "1996 Act"), or to the supply of Products without installation, or to Services which are not construction operations. If any provision of this Clause is inconsistent with the requirements of Part II of the 1996 Act, the relevant provision of the Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended) (the "Scheme") shall apply in its place, but only to the extent necessary to achieve compliance.

- b) **Payments and due dates.** MetroFire shall be entitled to the payments identified in the Quotation and to interim payments where the Services are expected to exceed forty-five (45) days. Unless the Quotation states otherwise:
 - i. for Contracts of forty-five (45) days or less, one payment shall become due on the date of MetroFire's invoice issued on or after completion of the Services (or delivery of the Products) (the "payment due date");
 - ii. for longer Contracts, an interim payment shall become due on the date of each of MetroFire's invoices, issued at intervals of not less than twenty-eight (28) days for the value of Products delivered, Services performed and materials procured up to the invoice date, and a final payment shall become due on the date of MetroFire's final invoice issued on or after completion;
 - iii. any deposit or advance payment shall become due on the date stated in the Quotation or, if none, on the date of the Contract.
- c) **Final date for payment.** The final date for payment of each payment shall be thirty (30) days after the payment due date.
- d) **Payment notice.** MetroFire's invoice shall constitute the payment notice for the purposes of section 110A(3) of the 1996 Act, and shall specify the sum MetroFire considers to be due at the payment due date and the basis on which it is calculated. Where MetroFire fails to issue an invoice, MetroFire may give a payment notice at any time after the payment due date, whereupon the final date for payment is postponed by the same number of days as the notice is late. The Customer shall not be required to give a payment notice.
- e) **Pay less notice.** If the Customer intends to pay less than the sum stated in the payment notice, it shall give MetroFire a written pay less notice not later than seven (7) days before the final date for payment, specifying the sum it considers to be due at the date of the notice and the basis on which that sum is calculated, in sufficient detail to enable MetroFire to understand each deduction. A notice which does not comply, or which is given late, is of no effect. In the absence of a valid pay less notice the Customer shall pay the sum stated in the payment notice (the "notified sum") on or before the final date for payment. Payment of the notified sum is without prejudice to the Customer's right to dispute the true value of the work in a subsequent adjudication or proceedings, but the Customer shall first pay the notified sum in full.
- f) **Suspension.** Without prejudice to Clause 7(e)(iii), if the Customer fails to pay a notified sum by the final date for payment MetroFire may, on giving not less than seven (7) days' written notice stating the ground, suspend performance of any or all of its obligations under the Contract in accordance with section 112 of the 1996 Act, and shall be entitled to a reasonable extension of time and to payment of the costs and expenses reasonably incurred as a result of the suspension and resumption, including remobilisation and any costs of re-testing or re-commissioning.
- g) **Pay-when-paid.** No payment to MetroFire shall be conditional on the Customer receiving payment from any third party, or on the performance of obligations under any other contract.
- h) **Adjudication.** Either party may at any time refer a dispute arising under the Contract to adjudication in accordance with Part I of the Scheme, which is incorporated into the Contract. The adjudicator nominating body shall be the Royal Institution of Chartered Surveyors. The adjudicator's decision shall be binding until the dispute is finally determined by the courts or by written agreement. Each party shall bear its own costs of the adjudication; the adjudicator's fees and expenses shall be paid as the adjudicator directs and, in default, equally. Any provision of the Contract that purports to allocate the costs of adjudication between the parties otherwise than in accordance with section 108A of the 1996 Act shall be ineffective. The dispute resolution procedure in Clause 43 does not restrict the right to refer a dispute to adjudication at any time.
- i) **Residential occupiers and Consumers.** Where the Customer is a residential occupier or a Consumer, Clause 8(h) shall apply only if the Customer agrees in writing after the dispute has arisen; Schedule 2 applies.

9 DELAYS ATTRIBUTABLE TO THE CUSTOMER

- a) If MetroFire is prevented or delayed from performing or completing any part of the Services by any act or omission of the Customer, the Responsible Person, the owner or occupier of the Site, or their contractors, agents, tenants or visitors, including lack of access, incomplete site readiness, missing approvals, permits or information, unsafe conditions, or the presence of asbestos or other hazards, then, in addition to any other right, MetroFire shall be entitled to a reasonable extension of time and to charge the Customer, as part of the Price, the following at Rate Card rates or, if none, at reasonable market rates:
 - i. labour, travel and subsistence for MetroFire Personnel attending or standing by at Site;
 - ii. standby or downtime of Hired Plant, access equipment, vehicles and subcontractors;
 - iii. the attendance or minimum attendance charge for each visit which is abortive or cut short;
 - iv. administrative, logistical and rescheduling time;
 - v. storage, insurance and handling of Products and materials; and
 - vi. any hire, cancellation, restocking or re-booking charges incurred with third parties.
- b) The Customer acknowledges that these charges are the agreed price for MetroFire's time and resources committed to the Contract and are payable as a primary obligation upon the event, and are not damages for breach. MetroFire shall provide reasonable evidence of the charges on request.

- c) If any such delay continues for more than twenty-eight (28) days in aggregate, MetroFire may treat the affected Services as complete for the purposes of invoicing the work done, may terminate the Contract under Clause 31, and shall in either case be entitled to the sums set out in Clause 31(e).
- d) **Aborted, failed and no-access visits.** A visit is aborted or failed if, for any reason not attributable to MetroFire's own default and not caused by a Force Majeure Event affecting MetroFire, MetroFire Personnel attend the Site and are unable to carry out all or any part of the Services on that visit, or are able to do so only in part. This includes where: no person attends to give access; keys, fobs, codes, permits, escorts, inductions or parking are not available or are refused; the Site, or any part of it, dwelling, room, riser, roof space or plant area is locked, occupied, obstructed or unsafe; residents, tenants or occupiers refuse or fail to give access; other trades are working in the area or the area is not ready; the system, equipment or building is not in a condition that allows the Services to proceed; power, water or lighting is unavailable; the Customer's representative requires MetroFire to leave or to stop work; the Site is closed; or the Services are prevented by any of the matters in Clause 9(a), Clause 12 or Clause 14(h). Time spent waiting on Site is chargeable at Rate Card rates.
- e) **Charges and re-attendance.** Where a visit is aborted or failed: (i) the visit shall be treated as performed for the purposes of the Price and the charges in Clause 7(n) and Clause 9(a) shall apply; (ii) where the Services were completed in part, MetroFire shall be entitled to the Price for the part completed together with those charges; and (iii) any further attendance is a Variation and shall be charged as a separate re-attendance at Rate Card rates, together with the cost of any Hired Plant, access equipment, subcontractor, permit, parking, congestion, low-emission zone and other third-party charges reasonably incurred or committed for that attendance. Re-attendance charges are additional to, and are not included in, the Price for the original visit, and no credit or free return visit shall be implied by MetroFire having attended.
- f) **No obligation to re-attend.** MetroFire shall be under no obligation to re-attend the Site, to reschedule any visit, or to complete any part of the Services that was prevented, unless and until (i) the re-attendance charge and all other sums then due have been paid in cleared funds or the Customer has confirmed the re-attendance charge in writing, and (ii) the Customer has confirmed in writing that the matter which caused the visit to be aborted or to fail has been resolved. MetroFire may require payment in advance of any re-attendance under Clause 7(h). MetroFire shall not be liable for any loss, cost, delay or consequence arising from its not re-attending or from the Services remaining incomplete, including any lapse or expiry of any service interval, certificate, inspection regime, insurance requirement or statutory or contractual deadline, all of which remain the responsibility of the Customer and the Responsible Person. Where the Services remain incomplete, any certificate, report or Deliverable issued by MetroFire shall be limited to the work actually carried out and shall record the areas, doors, devices or items not inspected, tested or serviced.
- g) **Repeated failures.** If two (2) or more visits under the same Contract are aborted or fail for reasons within the Customer's control, MetroFire may, without liability and in addition to its other rights, decline to offer further appointments, remove the Site or the Customer from any maintenance or service programme, treat the affected Services as complete for the purposes of invoicing the work done, and/or terminate the Contract under Clause 31, in each case recovering the sums set out in Clause 31(e).
- h) **MetroFire's own default.** No charge arises under Clauses 9(d) to 9(g) where the visit is aborted or fails by reason of MetroFire's own default or a Force Majeure Event affecting MetroFire, in which case MetroFire shall re-attend at no additional charge at a mutually convenient time.

10 HIRED PLANT OR EQUIPMENT

- a) Where MetroFire hires or procures plant, access platforms, lifting equipment, or other specialist items ("Hired Plant") in connection with the Services, the Customer shall be liable for all hire, usage, standby, and/or cancellation charges incurred by MetroFire where MetroFire is unable to use the Hired Plant as planned due to any act, omission, or default of the Customer. This includes, but is not limited to, delay, obstruction, restricted access, unsafe conditions, or failure to provide timely instructions or approvals.
- b) MetroFire shall use reasonable endeavours to mitigate such charges (including, where practicable, cancelling or redeploying the Hired Plant), but shall be entitled to recover from the Customer all unavoidable costs, expenses, and losses incurred.
- c) MetroFire shall provide the Customer with reasonable evidence of such charges upon request, and the Customer shall pay such sums in accordance with Clause 7 (Price and Payment).
- d) For the avoidance of doubt, the Customer shall also be liable for any consequential programme delay costs (e.g. remobilisation, labour standby) arising from its failure to ensure the Hired Plant can be safely and effectively deployed.

11 INSURANCE

- a) MetroFire shall maintain in force, while it is performing Services under the Contract, with insurers authorised to carry on insurance business in the United Kingdom, the following insurances:
 - i. employers' liability insurance as required by law, with a limit of indemnity of not less than £10,000,000 any one claim or series of claims arising out of one occurrence;
 - ii. public and products liability insurance with a limit of indemnity of not less than £5,000,000 any one claim or series of claims arising out of one occurrence and, in respect of Products, £5,000,000 in the aggregate in any one period of insurance; and
 - iii. professional indemnity insurance in respect of its design and consultancy Services with a limit of indemnity of not less than £500,000 any one claim and in the aggregate in any one period of insurance, inclusive of defence costs.

- b) The Customer acknowledges that professional indemnity insurance is written on a “claims made” basis and responds only to claims first made against MetroFire, and notified to its insurers, during the period of insurance in force at that time. MetroFire shall use reasonable endeavours to maintain professional indemnity insurance on the basis set out in Clause 11(a)(iii) for a period of six (6) years following completion of the relevant Services, provided that such insurance remains available to MetroFire in the market at commercially reasonable rates and on commercially reasonable terms, and MetroFire shall not be in breach of the Contract if it does not.
- c) On the Customer’s reasonable written request (not more than once in any twelve-month period) MetroFire shall provide a broker’s letter or certificate confirming that the insurances in Clause 11(a) are in force. MetroFire shall not be obliged to provide copies of policy wordings or schedules.
- d) The insurances in Clause 11(a) are subject to their terms, conditions, limits, excesses and exclusions. Nothing in this Clause 11: (i) confers on the Customer or any third party any right under or in respect of any policy of insurance held by MetroFire; (ii) is a representation or warranty that any particular loss or liability will be covered by insurance; or (iii) increases MetroFire’s liability beyond that set out in Clause 27, and no statement about MetroFire’s insurance, whether in this Clause, a Quotation, a tender response or a certificate, is a representation that any particular loss is insured or recoverable.
- e) MetroFire may change its insurers, brokers, policy terms or the structure of its insurance programme at any time provided that the minimum limits in Clause 11(a) are maintained.
- f) Nothing in the Contract obliges MetroFire to insure the Site, the Customer’s property, premises, contents, business, personnel or contractors, or any Products after risk has passed, which remain the Customer’s responsibility in accordance with Clause 30.

12 HEALTH AND SAFETY, CDM AND ASBESTOS

- a) The Customer shall ensure that MetroFire Personnel are informed of, and given access to, all site-specific health and safety rules, emergency procedures, permit-to-work systems and inductions applicable to the Site, and that the Site, its access routes and welfare facilities are safe and suitable for the Services.
- b) The Customer shall remain responsible, as the person in control of the Site, for its duties under the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, the Control of Asbestos Regulations 2012 (including the duty to manage asbestos under regulation 4), the Work at Height Regulations 2005 and the Electricity at Work Regulations 1989, and for the safety of its own employees, contractors, tenants, occupiers and visitors.
- c) MetroFire shall take all reasonably practicable steps to ensure that MetroFire Personnel comply with their statutory duties and with the site rules notified to MetroFire under Clause 12(a), and shall, where required for the Services, provide risk assessments and method statements appropriate to the task.
- d) **Construction (Design and Management) Regulations 2015.** Where the Services include construction work within the meaning of the CDM Regulations:
 - i. the Customer is the “client” and shall perform the client duties in regulation 4, including providing pre-construction information (including the asbestos register and survey, existing services drawings and structural information) before work starts;
 - ii. where more than one contractor will be involved in the project (including where MetroFire uses a subcontractor), the Customer shall appoint in writing a principal designer and a principal contractor before the construction phase begins; where the Customer fails to do so, the Customer shall itself carry out those duties and shall indemnify MetroFire against any consequences, and MetroFire shall not be treated as having been appointed to either role by conduct;
 - iii. MetroFire shall act as principal designer and/or principal contractor under the CDM Regulations, or as principal designer or principal contractor under Part 2A of the Building Regulations 2010, only where expressly appointed in writing in the Quotation for an additional fee, and its duties in those roles shall be limited to the project as described in the Quotation; no such appointment is implied by the preparation of a fire strategy, fire statement, specification or drawing;
 - iv. where the project is notifiable under regulation 6, the Customer shall submit the F10 notification unless the Quotation provides otherwise;
 - v. where MetroFire prepares a design (including the design of a fire detection, alarm, emergency lighting, suppression or fire-stopping installation, and drawings, specifications, calculations and product selection), MetroFire is a “designer” only in respect of that design and only to the extent of the information reasonably available to it at the time;
 - vi. where the Customer is a domestic client within regulation 7, the parties acknowledge that the client duties will by law transfer to MetroFire as contractor (or to the principal contractor where there is one) and the Price shall be adjusted to reflect the additional duties unless the Quotation already allows for them; and
 - vii. during any construction phase the person having control of the Site for the purposes of the Order is the principal contractor or contractor. MetroFire’s construction-phase fire safety input is advice to that person; the site fire risk assessment, fire safety plan, hot-work permits, fire marshals, temporary alarms and escape routes remain the principal contractor’s responsibility unless expressly included in the Quotation.
- e) **Asbestos.** Before MetroFire attends any Site constructed or refurbished before the year 2000, and in any event where the Services involve drilling, coring, cutting, lifting ceilings, accessing voids, installing cables or door works, the Customer shall provide MetroFire with a copy of the current asbestos register, management plan and any refurbishment and

demolition survey for the areas concerned (Control of Asbestos Regulations 2012, regulation 4) and shall identify in writing any known or presumed asbestos-containing materials ("ACMs"). MetroFire is entitled to rely on that information. Where no such information is provided, MetroFire may treat the Site as containing ACMs and may decline to commence or continue work in any area, without liability, and any resulting delay shall be treated as a delay attributable to the Customer under Clause 9.

- f) MetroFire Personnel shall not knowingly disturb ACMs. MetroFire does not survey for, sample, analyse, identify, disturb, remove, encapsulate or dispose of asbestos or ACMs, and the presence or absence of asbestos is outside the scope of any fire risk assessment, survey or Deliverable; any observation in a Deliverable that a material is suspected of containing asbestos is made for information only and does not constitute an asbestos survey or advice. If MetroFire Personnel encounter or suspect ACMs not identified in the information provided under Clause 12(e), they shall stop work in the affected area and notify the Customer, and MetroFire shall be entitled to an extension of time and to the charges in Clause 9 until the Customer has arranged sampling, removal or encapsulation by a suitably licensed or competent contractor and provided a clearance certificate where required. To the fullest extent permitted by law, MetroFire shall have no liability for any loss, cost, claim or expense arising directly or indirectly from, or related in any way to, asbestos or ACMs at the Site, and the Customer shall indemnify MetroFire and MetroFire Personnel against any such loss, cost, claim or expense, except to the extent caused by MetroFire's own negligence in disturbing ACMs of which it had been notified in writing under Clause 12(e).
- g) Where MetroFire Personnel reasonably consider that any condition, activity or instruction poses a risk to health, safety or welfare, MetroFire may refuse access to, or suspend work at, any Site or part of it until the matter is resolved, without liability, and Clause 9 shall apply to any resulting delay caused by matters within the Customer's control.
- h) MetroFire shall not be responsible for the acts or omissions of contractors engaged by the Customer or by others, or for the safety of any part of the Site not under MetroFire's control.

13 ASSIGNMENT

- a) Neither party shall assign, transfer, charge, or otherwise dispose of any of its rights or obligations under this Contract without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- b) Notwithstanding Clause 13(a), MetroFire shall be entitled, without requiring the Customer's consent:
 - i. to assign or novate this Contract to any company within its group or to a successor entity in the event of a merger, acquisition, restructuring, or transfer of its business (in whole or in part); and
 - ii. to assign or charge its rights under this Contract by way of security to any reputable financial institution for the purposes of raising finance.
- c) MetroFire shall provide the Customer with written notice of any such assignment or novation.
- d) For the avoidance of doubt, nothing in this clause shall restrict MetroFire's right to subcontract the performance of its obligations under this Contract, provided MetroFire remains responsible for such performance in accordance with Clause 26 (Subcontracting).
- e) The Customer may not assign, transfer or purport to extend the benefit of any Deliverable, warranty or right under the Contract to any purchaser, tenant, lender, insurer or other third party. MetroFire may, on request and at its discretion, provide a reliance letter or collateral warranty to a named third party on MetroFire's standard form for a fee, subject to Clause 20(h).

14 VARIATION

- a) No Variation to the scope, specification, quantity, sequence, timing or price of the Products, Deliverables or Services shall be binding on MetroFire unless confirmed in writing by an Authorised Representative of MetroFire, which may be by email, by a revised Quotation, by a variation order, or by a Variation raised and accepted in the Portal or the App, and for which an email bearing the sender's name or signature block, or an Electronic Acceptance, is sufficient signature.
- b) Verbal instructions, conduct, and instructions given on Site (whether to MetroFire Personnel or otherwise) do not constitute a Variation unless and until confirmed in writing by MetroFire under Clause 14(a). This Clause is a "no oral modification" provision and the parties intend it to be given effect in accordance with its terms.
- c) Any variation agreed in accordance with this clause may result in an adjustment to the Price, the Completion Date(s), or any other term of the Contract. MetroFire shall be entitled to recover from the Customer all reasonable additional costs, expenses, and losses incurred as a result of any such variation, including without limitation costs associated with additional labour, materials, mobilisation, demobilisation, or programme disruption.
- d) MetroFire is not obliged to implement any proposed Variation until it has been confirmed in accordance with Clause 14(a) and the Customer has accepted the associated adjustment to the Price and Completion Date(s).
- e) Where MetroFire carries out work in good faith on any instruction, request or Variation which was not confirmed in accordance with Clause 14(a), or which was given by a person who lacked authority, the Customer shall nevertheless pay MetroFire for that work at Rate Card rates plus the cost of materials and third-party charges, and the Customer's other obligations under the Contract shall apply to that work as if it were part of the Services.
- f) Any Variation required as a result of a change in law, regulation, British Standard, guidance or enforcement practice occurring after the date of the Quotation shall be treated as a Variation under Clause 18(g).
- g) Quotation assumptions and unforeseen conditions. Unless expressly stated otherwise in the Quotation, all Prices, scopes, programmes, and recommendations are based on the information made available to MetroFire at the date of

Quotation, including drawings, photographs, reports, descriptions, site information, and assumptions reasonably made from the same.

- h) If, during the performance of the Contract, MetroFire discovers hidden defects, inaccessible areas, unsafe conditions, undocumented alterations, non-compliant existing works, incorrect or incomplete Customer information, third-party interference, concealed services, pipework or structure, asbestos or other hazardous materials, the need for additional access equipment or out-of-hours working, restrictions imposed by the Site or by any authority, or any other circumstance which materially affects the scope, cost, sequence, or duration of the Services, MetroFire shall be entitled to a fair and reasonable adjustment to the Price and/or Completion Date(s) and, where appropriate, to issue a revised quotation or variation.
- i) **Material difference between the Quotation and the Site.** Where, on attending the Site or on commencing the Services, MetroFire finds that the Site, the building, the systems, the equipment, the quantities, the construction, the occupancy, the use or the condition differ from the information on which the Quotation was based, or from any Third-Party Document, in a way that materially affects the scope, method, duration, resources, risk or cost of the Services, MetroFire may, at its option and without liability: (i) suspend the Services in whole or in part pending agreement of a Variation; (ii) issue a revised Quotation for the Services as they are in fact required, which the Customer shall accept or decline in writing within a reasonable time; (iii) carry out so much of the Services as can properly be carried out and treat the remainder as outside the Contract; or (iv) where the difference is such that MetroFire reasonably considers the Services cannot properly, safely or competently be carried out for the Price or at all, withdraw from the Contract in whole or in part on written notice. In every case MetroFire shall be entitled to payment for all work done, materials and Products ordered or supplied, and time and resources committed to the date of the notice, valued at Rate Card rates, together with the charges under Clauses 7(n) and 9. The Customer shall not be entitled to treat a revised Quotation, a suspension or a withdrawal under this Clause as a breach of the Contract, and MetroFire shall have no liability for any loss, delay or additional cost of engaging another contractor.

15 PERFORMANCE STANDARDS AND SERVICE LEVELS

- a) MetroFire shall use reasonable endeavours to meet any response times, milestones, or completion dates agreed with the Customer. However, time shall not be of the essence in respect of MetroFire's performance unless expressly stated and agreed in writing as a guaranteed obligation.
- b) MetroFire shall not be liable for any delay or failure to meet any response, attendance, milestone or completion time. Where MetroFire expressly agrees in writing, in a document signed by a director of MetroFire, that a specific response or completion time is a guaranteed service level, the Customer's sole and exclusive remedy for failure to meet that service level shall be the service credit stated in that document or, if none is stated, a reduction of the Price attributable to the affected Services not exceeding 10% of the Price for the affected period, and MetroFire shall have no other liability for such failure.
- c) For the avoidance of doubt, MetroFire shall not be liable for any delay or failure to perform arising from the act, omission, or default of the Customer, its contractors, third parties, utility providers, or other circumstances beyond MetroFire's reasonable control.
- d) MetroFire shall not be liable for any indirect, consequential or economic loss arising from delay, and shall not in any circumstances be liable to pay liquidated damages, penalties or similar pre-agreed sums.

16 QUALITY MANAGEMENT SYSTEM

- a) MetroFire operates a documented quality management system (the MetroFire Quality Management System, "MQMS"). Where the Quotation states that MetroFire holds a third-party certification or registration (such as BAFE, ISO 9001 or a scheme relevant to the Services), that statement is accurate at the date of the Quotation. Neither the MQMS nor any certification or registration constitutes a warranty, guarantee or representation as to the outcome of the Services or the fitness of any Product, system or Deliverable, and each may be amended or replaced by MetroFire at any time.

17 EXCLUDED SERVICES AND LIMITATIONS OF RESPONSIBILITY

Unless explicitly stated in the Contract or otherwise agreed in writing by an Authorised Representative of MetroFire, the following services, obligations and liabilities are expressly excluded from the scope of MetroFire's responsibilities. The following are excluded from the Services and, subject to Clause 27(a), MetroFire shall have no responsibility or liability in respect of, or for any loss, damage, cost or claim arising from:

- a) Systems not installed, commissioned, or supplied by MetroFire, including any component, device, or system installed or modified by a third party, regardless of whether MetroFire is engaged to inspect, service, or modify it.
- b) Third-party cabling, containment, wiring faults, or any electrical infrastructure outside MetroFire's quoted scope of supply or control.
- c) Civil, structural, or building works, including but not limited to: fire stopping, wall/floor penetrations, builders' work, reinstatement of building fabric, concrete coring, or ceiling tile removal/replacement — unless explicitly detailed in MetroFire's quotation or confirmed in writing.
- d) Reinstatement or making good of any building finishes disturbed, removed, or damaged during installation, servicing, or fault finding, unless agreed in advance and in writing.
- e) False alarms, nuisance faults, or signal failures caused by environmental conditions (e.g. dust, heat, moisture), user misuse, lack of maintenance, tampering, or poor building management practices.

- f) Integration, performance, or compatibility of third-party equipment or software, unless such systems are under MetroFire's contract, within its control, and installed to relevant standards.
- g) End-of-life (EOL), obsolete, discontinued, or unsupported equipment, or parts for which the manufacturer has ceased production, support, or certification — regardless of whether MetroFire agrees to inspect or temporarily maintain such equipment.
- h) Any system or equipment installed by others where MetroFire has not carried out the original installation or cannot reasonably verify full compliance with relevant standards, manufacturer guidelines, or system design intent.
- i) Relocation, modification, removal, or transportation of equipment or components not originally supplied and installed by MetroFire, including any liability for compatibility or damage arising from such movements.
- j) Downtime, abortive costs, or project delays resulting from the Customer's failure to meet agreed preconditions, including access, permits, approvals, or coordination with other contractors.
- k) Failure of any system to operate where periodic inspection, maintenance, or testing has not been undertaken in accordance with BS 5839 (all parts), BS 5266 (all parts), BS 5306 (all parts), BS 8214, BS 9999, BS 9991, BS 8489, BS EN 12845, BS 9251, BS 9990, BS 8629, BS 7273, BS EN 1366, BS EN 1634, or other applicable British or European Standards.
- l) The Customer's failure to comply with manufacturer recommendations, user instructions, or statutory inspection and testing obligations.
- m) Any requirement to replace, modify, or remove equipment as a result of subsequent changes in law, regulation, or product certification introduced after the date of the Contract.
- n) Any request to inspect, address, or rectify issues arising from the above exclusions may be subject to separate agreement, quotation, and terms. MetroFire reserves the right to refuse or withdraw service in relation to any excluded condition or circumstance without liability.
- o) Unless expressly stated in the Quotation, MetroFire does not itself install sprinkler, water-mist, wet riser, dry riser or hydrant systems, carry out civil, structural or builders' work, or undertake electrical contracting beyond the final connection of the systems it installs. Where such works are included in a Quotation they will be carried out by specialist subcontractors under Clause 26, or by contractors engaged by the Customer directly, as the Quotation states, and MetroFire's role shall be limited to survey, specification, coordination and/or inspection as described in the Quotation.
- p) MetroFire shall not be obliged to perform Services at any chemical works, gas works, nuclear installation, oil refinery, petrochemical works, power station, bulk fuel, gas or chemical storage facility, aircraft or airside area, railway rolling stock or track, watercraft or underwater location, or on any road with live traffic (each a "Hazardous Location") unless the Hazardous Location is expressly identified in the Quotation and MetroFire has confirmed in writing that its insurances extend to it.

18 COMPLIANCE WITH LAW AND STATUTORY FIRE SAFETY DUTIES

- a) Each party shall, at its own expense, comply with all laws, statutes, regulations, regulatory requirements and codes of practice applicable to the performance of its obligations under the Contract.
- b) **Responsible Person.** The Customer acknowledges that nothing in the Contract, the Services or any Deliverable transfers to MetroFire any duty of a Responsible Person, accountable person, principal accountable person, employer, owner, occupier or other duty-holder under the Order, the Fire Safety Act 2021, the Fire Safety (England) Regulations 2022, the Building Safety Act 2022, the Building Regulations 2010, the Housing Act 2004 or any other legislation, and that MetroFire is not, and shall not by reason of the Contract become, the Responsible Person, an accountable person or principal accountable person, a principal designer or principal contractor, or the person having control of the Site. Where the Customer is not itself the Responsible Person, the Customer warrants that it is authorised by the Responsible Person to instruct the Services and shall pass each Deliverable to the Responsible Person promptly on receipt.
- c) **Extent of MetroFire's obligations.** MetroFire's only obligations in relation to the maintenance, repair or safety of the Site are those expressly described in the Quotation. For the purposes of article 5(3) and (4) of the Order and any similar provision, the parties agree that MetroFire's contractual obligations in relation to the Site are limited to the specific Services, systems, areas and visits identified in the Quotation, and do not extend to any other part of the premises, any other system, any period between scheduled visits, or any matter which the Customer has not instructed MetroFire in writing to address. MetroFire does not have control of the Site.
- d) **Assisting the Responsible Person.** Where MetroFire prepares or reviews a fire risk assessment, MetroFire does so as a person appointed to assist the Responsible Person under article 18 of the Order. The duty to make and review a suitable and sufficient assessment, to record it, to implement the significant findings and to review it on any material change remains with the Responsible Person. MetroFire's fire risk assessment records the identity of the individual and organisation who carried it out as required by article 9 of the Order; that record does not constitute an assumption of personal responsibility by the individual to the Customer or to any other person (see Clause 28).
- e) **Higher-Risk Buildings.** The Customer shall notify MetroFire in writing before the Quotation is issued if the Site is, or may be, a Higher-Risk Building. Unless expressly included in the Quotation, the Services exclude the assessment of building safety risks under section 83 of the Building Safety Act 2022, the preparation or review of the safety case report under section 85, the golden-thread information under section 88, mandatory occurrence reporting, residents' engagement and any submission to the Building Safety Regulator. MetroFire's obligations in relation to the golden thread of building information are limited to providing the Deliverables and commissioning records described in the Quotation in the format there stated; the Customer or the relevant accountable person is responsible for their

incorporation into its safety case and information systems and may use the Deliverables as inputs to such documents at its own risk.

- f) MetroFire shall not be responsible for any failure, delay or defect in performance caused by the Customer's breach of any law or by the Customer's failure to obtain or maintain any licence, permit, consent or approval required for the Services, including Building Regulations approval, planning permission, listed building consent, landlord's consent or the consent of any lessee or occupier.
- g) Any additional work, cost, delay or modification required by a change in law, regulation, British Standard, guidance or enforcement practice occurring after the date of the Quotation shall be treated as a Variation and borne by the Customer.
- h) **Enforcement.** The Customer shall bear all consequences of any enforcement, alterations or prohibition notice, prosecution, determination or other regulatory action taken in respect of the Site, save to the extent caused by a Defect. MetroFire's attendance at inspections or meetings with any enforcing authority, insurer or building control body, the preparation of responses, statements or evidence, and any re-inspection required by such action shall be chargeable at Rate Card rates unless included in the Quotation.
- i) Where compliance with specific legislation or regulation is expressly required of MetroFire, such compliance shall be limited to the scope of Services defined in the Contract and shall not extend to any other part of the Site or any other system or activity.

19 COMPETENCE, INFORMATION AND THIRD-PARTY DOCUMENTS

- a) MetroFire shall allocate to the Services personnel whom it reasonably considers to have the training, experience, knowledge and other qualities appropriate to the nature, size, complexity and risk profile of the Site and the Services, having regard to the competence frameworks in BS 8670-1 and, for fire risk assessment, BS 8674 and PAS 79-1. Details of any third-party certification, professional membership or registration relied upon shall be as stated in the Quotation or on the Deliverable, and no other qualification, registration or accreditation is represented.
- b) Where MetroFire becomes aware during the Services that the Site or any part of the Services falls outside the competence it can reasonably deploy, it shall notify the Customer, and may limit the scope of the Deliverable, recommend the appointment of a specialist, or withdraw from that element of the Services without liability, with a fair and reasonable adjustment to the Price.
- c) The Deliverables record MetroFire's professional opinion, formed with reasonable skill and care on the basis of what was observed and the information supplied, at the date of inspection. They are not a warranty or guarantee that the Site complies with any legislation, that a fire will not occur, or that any authority, insurer or third party will accept them.
- d) The Deliverables are not expert-witness reports for the purposes of court, tribunal or arbitration proceedings. Expert services shall be the subject of a separate agreement.
- e) **Services and Products are based on the information supplied.** Every Quotation, specification, recommendation, design, scope of works, quantity, Product selection and Price is prepared, and every Service is performed and every Product supplied, solely on the basis of the information, documents, drawings, schedules, quantities, descriptions, access and instructions supplied to MetroFire by or on behalf of the Customer or contained in any Third-Party Document, together with anything MetroFire has itself observed within the agreed scope. MetroFire has no duty to verify, audit, measure, survey, test or independently establish the accuracy or completeness of any of it, and is entitled to assume that it is accurate, complete, current and given with authority. Where that information is inaccurate, incomplete, out of date, misleading or not provided, MetroFire shall have no liability for any resulting error, omission, unsuitability, non-compliance, shortfall in provision, additional cost or delay, whether in a Deliverable, in the specification or selection of any Product or system, or in the performance of the Services, and Clauses 5(h), 14(i) and 27 shall apply.
- f) **Limited or absent information.** The Customer acknowledges that in some cases little or no reliable information about the Site or its systems exists. Where that is so, MetroFire may (i) decline to quote or to proceed; (ii) quote on the basis of stated assumptions, a defined and limited scope, provisional quantities or provisional sums; (iii) record in the Deliverable that a matter is "not available", "not verified", "not inspected" or "assumed", and recommend further investigation as an action for the Customer; or (iv) offer a separate, chargeable survey, measured survey or investigation to establish the position. Any assumption so stated is a term of the Contract. MetroFire is not obliged to carry out any investigation, opening up, measurement or enquiry that is not expressly included in the Quotation, and the absence of information shall not of itself make any Deliverable, Product or Service defective. The Customer is responsible for checking each Quotation against its own knowledge of the Site, its systems, its occupancy and its quantities before accepting it, and for notifying MetroFire in writing of any discrepancy before the Services begin.
- g) **Third-Party Documents: no verification or adoption.** Where MetroFire is provided with, or is asked to quote, work, advise or rely upon, any Third-Party Document, the Customer acknowledges that: (i) MetroFire does not verify, check, audit, validate, approve, adopt, endorse or take responsibility for it, for the competence, qualifications, registration or independence of the person who prepared it, for the methodology used, or for whether it is suitable, sufficient, current, compliant with any standard or legislation, or accepted by any enforcing authority, building control body, insurer or other person; (ii) MetroFire does not become the author of it, does not re-issue it, and does not assume any duty in respect of it or of anything omitted from it; (iii) MetroFire may disagree with all or any part of it, and may reach a different professional conclusion, without that disagreement constituting a Defect or a breach of the Contract by either party; and (iv) nothing in the Contract requires MetroFire to review, comment on, correct, update, validate or take over any Third-Party Document, which shall be a separate Service to be instructed in writing and charged for.
- h) **Quoting and working from a Third-Party Document.** Where a Quotation is prepared, or Services are performed, by reference to a Third-Party Document, that Quotation and those Services are given and performed on the express

assumption that the Third-Party Document is accurate, complete, current and competently prepared, and that the premises, systems, quantities and conditions are as it describes. If that assumption proves incorrect in any respect, Clause 14(i) shall apply and MetroFire shall be entitled to a Variation, a revised Quotation, or to withdraw, together with payment for all work done and resources committed. MetroFire shall have no liability of any kind for: any error, omission, inadequacy, non-compliance or incompetence in a Third-Party Document; any loss, cost, rework, enforcement action, prosecution, notice, delay or failure of approval arising from it; any difference between what a Third-Party Document describes and what is found on Site; or any works carried out, or not carried out, in accordance with it.

- i) **Customer's instruction contrary to MetroFire's advice.** Where MetroFire notifies the Customer that in its opinion a Third-Party Document, an instruction, a specification, a scope of works or a proposed measure is incorrect, inadequate, unsafe, non-compliant or otherwise inappropriate, and the Customer nevertheless instructs MetroFire to proceed on the basis of it, MetroFire may (i) decline to proceed, without liability and with payment for work done, or (ii) proceed on the Customer's written instruction, in which case it does so at the Customer's sole risk, MetroFire shall have no liability for the consequences, the Customer shall indemnify MetroFire and MetroFire Personnel against all claims and costs arising, and MetroFire may record the position on the face of any Deliverable or certificate.
- j) **Quantities and schedules.** Where quantities, asset registers, door, device or extinguisher schedules, room or block lists or similar are supplied by the Customer or taken from a Third-Party Document, they are used for pricing and planning only and are not warranted by MetroFire. If the actual quantity found on Site exceeds the quantity quoted, the excess shall be a Variation charged at the rates in the Quotation or, if none, at Rate Card rates; if it is less, MetroFire shall be entitled to the charges under Clauses 7(n) and 9 in respect of the resources committed, and any fixed Price shall be adjusted only where the Quotation expressly so provides.
- k) **Historic and superseded information.** MetroFire gives no warranty as to, and accepts no responsibility for, the accuracy of any previous fire risk assessment, fire strategy, drawing, certificate, service record, logbook entry or other record relating to the Site, whether prepared by MetroFire or by any other person, and shall not be treated as having confirmed, adopted or renewed any of them by reason of having been supplied with them, having referred to them, or having carried out Services at the Site.
- l) **Effect of this Clause.** This Clause 19 applies in addition to, and does not limit, Clauses 5(h), 5(i), 5(p), 5(q), 14(g), 14(h), 14(i), 17, 20 and 27 and Schedule 1.

20 PROFESSIONAL DELIVERABLES: PURPOSE, BASIS AND RELIANCE

- a) **Purpose.** Each Deliverable is prepared solely for the Customer, solely for the purpose and in respect of the Site and scope stated in the Quotation or the Deliverable, and solely on the basis of the information, access and time available to MetroFire at the time of the relevant inspection or assessment. A Deliverable shall not be used for any other purpose, in respect of any other premises, or after any material change to the premises, their use, occupancy or management, without MetroFire's prior written confirmation that it remains suitable.
- b) **Basis.** Unless the Quotation states otherwise, the Customer acknowledges that:
 - i. a fire risk assessment, fire door inspection, fire-stopping or compartmentation survey, DSEAR assessment, emergency lighting or fire alarm inspection is a visual, non-destructive and, where stated, sample-based inspection of the areas made accessible to MetroFire Personnel on the day, and does not include the opening up of concealed spaces, ceilings, risers, ducts, voids or finishes, testing of the fire resistance of any element, review of structural or building-services adequacy, or verification of information provided by the Customer or others;
 - ii. a Deliverable records conditions observed at the time of the inspection only. It is a snapshot and not a continuing statement, and MetroFire assumes no obligation to monitor, review, update or advise on the Deliverable, or on any change in law, standard, guidance or circumstance, after it is issued, unless separately engaged in writing to do so;
 - iii. a desktop review, fire strategy, planning fire statement, design or calculation prepared without a site inspection relies entirely on the drawings, specifications and information supplied by the Customer and its design team, and MetroFire has no liability for any discrepancy between that information and the premises as built or as used;
 - iv. recommendations, action plans and priority ratings in a Deliverable represent MetroFire's professional opinion of proportionate measures at the time; they are not a specification or design for remedial works, and any person carrying out remedial works must satisfy itself as to the design, products and methods to be used;
 - v. MetroFire does not give legal advice, does not determine the legal identity of any Responsible Person, and expresses no view on the adequacy of any building's compliance with the Building Regulations at the time of its construction save where expressly stated;
 - vi. no Deliverable is a guarantee that any fire and rescue authority, building control body, the Building Safety Regulator, a local planning authority, an insurer, a lender, a certification body or any other person will accept it, approve any works, or refrain from enforcement action, and MetroFire has no liability for the requirements, decisions or delays of any such body; amendments requested by any such body that do not arise from a Defect are Variations, and statutory application and consultation fees are the Customer's; and
 - vii. fire and life-safety outcomes depend on matters outside MetroFire's control, including the management, maintenance, occupancy and use of the premises, and a Deliverable does not warrant that the premises are or will be safe from fire.
- c) **Reliance.** Only the Customer may rely on a Deliverable. No other person (including any purchaser, tenant, leaseholder, resident, lender, insurer, managing agent, contractor, local authority or enforcing authority) may rely on a Deliverable,

and MetroFire accepts no duty of care or liability to any such person, unless MetroFire has issued a written reliance letter to that person under Clause 20(h). Each Deliverable may be marked accordingly.

- d) **Ownership and licence.** All Deliverables and all IPR in them remain the property of MetroFire. On payment in full of the Price for the Deliverable, the Customer has a non-exclusive, non-transferable, royalty-free licence to copy and use the Deliverable for the purpose stated in Clause 20(a), including (where the Deliverable is a fire risk assessment or similar statutory record) to hold it as its record under the Order, to share it with the Responsible Person, the enforcing authority, other duty-holders, residents and insurers where the law requires, and to provide relevant extracts to contractors for the purpose of obtaining quotations for and carrying out the actions it recommends. Nothing in this Clause or Clause 33 prevents the Customer from disclosing a Deliverable, or the identity of MetroFire and its personnel, to any enforcing authority, building control body, the Building Safety Regulator, insurer, other responsible or accountable person, residents, or an incoming responsible person or purchaser of the Site, where and to the extent that such disclosure is required of the Customer by law (including articles 21A and 22A of the Order, the Fire Safety (England) Regulations 2022 and section 88 of the Building Safety Act 2022). Any person to whom the Deliverable is so provided receives it on the terms of Clause 20(c). The Customer is responsible for retaining the Deliverables as part of its statutory records and for passing them to any successor.
- e) **Integrity of Deliverables.** The Customer shall not, and shall not permit any person to, alter, edit, annotate, translate, extract from, reproduce in part, or remove any limitation, caveat, date, signature, page or appendix from any Deliverable, or present any part of a Deliverable out of context. MetroFire has no liability in respect of any Deliverable which has been so altered, or which is used after the expiry of any validity or review period stated in it, or used for tendering, marketing, sale, letting, financing or litigation purposes without MetroFire's written consent.
- f) **Withholding of Deliverables.** MetroFire may withhold issue of any Deliverable (other than notification of any matter which MetroFire considers to present a serious and imminent risk to life, which MetroFire will communicate in any event) until all sums due in respect of it have been paid. Draft or preliminary Deliverables are issued for the Customer's comment only and shall not be relied upon.
- g) **Information for the Deliverable.** The Customer shall provide, before the inspection, the Site Fire Safety Information and details of any alterations, incidents or complaints, and shall procure access to all areas to be assessed. MetroFire shall be entitled to record any area not made available as "not inspected" and shall have no liability in respect of it.
- h) **Reliance letters and collateral warranties.** No third party shall be entitled to rely upon any Deliverable without MetroFire's prior written consent, which MetroFire may withhold in its absolute discretion or grant subject to conditions, including payment of the fee stated in the Rate Card or Quotation and execution of MetroFire's standard form of reliance letter. Any reliance permitted shall be on terms no wider than, and subject to the same limitations and exclusions of liability as, the Contract (including Clauses 20, 27 and 28), shall confer no greater rights than the Customer has under the Contract, and the aggregate liability of MetroFire to the Customer and all beneficiaries together shall not exceed the limits in Clause 27. MetroFire shall not be obliged to enter into any collateral warranty, duty-of-care deed or third-party rights schedule unless its insurers have confirmed that doing so will not prejudice its professional indemnity insurance.
- i) **Retention.** MetroFire may retain copies of all Deliverables, site notes, photographs and correspondence for its own records, for quality, audit, certification, regulatory and insurance purposes, and for the period of any limitation period, notwithstanding Clause 33(d).
- j) **Certificates.** A certificate certifies only the process named on it, only for the scope stated, only as at its date, and only for the parts of the Site or system that MetroFire worked on or inspected. It is not evidence that any other stage, system or part of the Site conforms to any standard or law.
- k) Service-specific conditions for particular kinds of Deliverable and Service are set out in Schedule 1, which applies in addition to this Clause.

21 INSTALLATION AND COMMISSIONING

This clause applies where the Services include installation, commissioning, design, or on-site project works.

- a) MetroFire's quoted prices and completion dates are based on the assumption of an uninterrupted and reasonably coordinated programme of work.
- b) Accordingly, the Customer shall:
 - i. provide suitable access, lifting facilities, scaffolding (if required), safe working areas, secure storage, and welfare arrangements including electricity, lighting, and ventilation, as reasonably required for the Services, unless expressly included within MetroFire's quotation;
 - ii. ensure that all relevant areas are free from obstruction, hazards, or other trades likely to interfere with MetroFire's activities;
 - iii. prepare the Site adequately, including any required builder's works (e.g. containment installation, wall access, making good) unless explicitly included in MetroFire's quotation;
 - iv. grant MetroFire unrestricted access to the Products, plant rooms, panels, and system infrastructure at all reasonable times;
 - v. provide the use of communication lines or internet connections (where applicable) for system configuration and remote commissioning at no additional cost; and
 - vi. nominate a representative to act as a single point of contact for coordination with MetroFire's personnel.
- c) Any delay, cost, or disruption arising from a failure to meet the above obligations shall entitle MetroFire to an extension of time and/or reimbursement of all associated costs.

- d) MetroFire may suspend performance of the Services, without liability, where the Customer has failed to provide access, site readiness, information, approvals, permits, utilities, coordination, or safe working conditions reasonably required for the Services. Any such suspension shall entitle MetroFire to an extension of time and recovery of all reasonable additional costs, including standby, demobilisation, remobilisation, and rescheduling costs.
- e) On completion of installation MetroFire shall carry out commissioning tests appropriate to the system and issue a commissioning, installation or completion certificate for the stage(s) for which it is responsible. The Customer shall attend the demonstration and handover if invited, and sign MetroFire's handover or acceptance record. The Services shall be treated as complete on the earliest of: (i) the date of MetroFire's certificate; (ii) the date the Customer signs the handover record; (iii) the date the Customer, or any person with its consent, takes beneficial use of the system or the relevant part of it; or (iv) ten (10) Business Days after MetroFire notifies the Customer that the system is ready for handover, if the Customer has not by then notified MetroFire in writing of any material non-conformity.
- f) Minor items of snagging which do not prevent the system from operating shall not delay completion or the Customer's obligation to pay, and shall be attended to by MetroFire within a reasonable time.
- g) MetroFire's design responsibility (where design is included) is limited to the design of the system described in the Quotation to the category, grade or standard there stated, on the basis of the information and drawings supplied by the Customer, and does not extend to the design or adequacy of the building, its compartmentation, structure, escape routes, other systems, or the cause-and-effect requirements of other contractors' equipment unless expressly stated.

22 MAINTENANCE, SERVICING AND CALL-OUT SERVICES

- a) This Clause applies where the Services include periodic inspection, testing, servicing or maintenance of fire detection and alarm, emergency lighting, extinguisher, suppression, sprinkler, fire door, fire-stopping or other fire safety systems or equipment ("Maintenance Services").
- b) **Term.** Unless the Quotation states otherwise, Maintenance Services are provided for an initial term of twelve (12) months from the date of the first scheduled visit and shall renew automatically for successive periods of twelve (12) months unless either party gives the other not less than three (3) months' written notice to expire at the end of the initial term or any renewal term. MetroFire may increase the Price on each renewal on not less than thirty (30) days' written notice. This Clause 22(b) does not apply to Consumers (see Schedule 2).
- c) **Scope.** Maintenance Services comprise the scheduled visits, the inspection and test routines specified in the applicable British Standard for the category of service stated in the Quotation, and the production of a service report and certificate. Unless the Quotation states otherwise, the Price excludes: the supply and replacement of parts, batteries, detectors, lamps, luminaires, extinguisher media, refills and other consumables; call-outs between scheduled visits; the rectification of faults found during a visit; the making good of any decoration; attendance on false alarms; work required as a result of alterations to the building or system; and any work to systems, devices or areas not listed in the Quotation. Such items shall be charged at Rate Card rates and current prices, and MetroFire may carry out minor remedial work up to £250 per visit without further authority where it considers it necessary to maintain the system in operation.
- d) **Between visits.** MetroFire's obligations are limited to the scheduled visits. Between visits the Customer remains responsible for the operation, weekly and other user testing, monitoring and management of the system, for reporting faults, and for the safety of the Site. MetroFire does not monitor any system and gives no warranty that any system will operate correctly between visits.
- e) **Call-outs.** Where the Quotation includes call-out cover, MetroFire shall use reasonable endeavours to attend within the response time stated, during the hours stated. Response times are targets and not guaranteed obligations. Call-out attendance, labour and parts are chargeable at Rate Card rates unless the Quotation states otherwise. Where no call-out service is purchased, the Customer acknowledges that it must make its own arrangements for the repair of faults or damage between visits.
- f) **Existing systems.** Where MetroFire takes over the maintenance of a system it did not install, MetroFire shall carry out an initial take-over inspection, may charge for it, and shall report visible deficiencies. MetroFire gives no warranty as to the design, installation, compliance, condition or fitness of such a system, and shall be entitled to decline or withdraw from maintaining any system which it considers obsolete, unsafe, unsupported by the manufacturer or non-compliant, or to maintain it only on a "best endeavours, no warranty" basis noted on the service report.
- g) **Non-attendance and access.** If MetroFire attends for a scheduled visit and is unable to complete it for reasons within the Customer's control, the visit shall be treated as performed for the purposes of the Price and Clause 7(n) shall apply to any further visit required.
- h) **Records and certificates.** MetroFire's service reports and certificates record the work done and the condition observed on the day of the visit only. Any "non-compliance", "variation" or "defect" noted is for the Customer's action; MetroFire has no liability for the Customer's failure to act on it.
- i) **Closure, vacancy and suspension of use.** Where the Site or any part of it is closed, vacated or its use suspended (whether by reason of a Force Majeure Event or otherwise), the Customer's testing, inspection and maintenance duties under the Order and the relevant British Standards continue, and the Customer shall inform MetroFire whether scheduled Services are to proceed. Any system, installation or equipment that has been disconnected, isolated, unmaintained or untested for an extended period shall be subject to a chargeable inspection and test before MetroFire resumes routine servicing or issues any certificate.

23 ENVIRONMENTAL COMPLIANCE AND WASTE

- a) MetroFire shall take reasonable steps to ensure that all Products and Services are delivered in accordance with applicable environmental legislation, recognised sustainability practices, and its internal environmental policies.
- b) The Customer shall cooperate with MetroFire to facilitate such compliance where reasonably required, including but not limited to providing access to relevant environmental information, permits, and safe disposal arrangements.
- c) Unless expressly included in the Contract, MetroFire shall not be responsible for the removal or disposal of hazardous waste, fire suppressant agents (including but not limited to PFAS/AFFF), or any other materials subject to statutory disposal requirements. Where such removal or disposal is requested, it shall be subject to a separate agreement and quotation.
- d) MetroFire shall endeavour to reduce waste, recycle materials where practicable, and minimise the environmental impact of its operations, consistent with Good Industry Practice.
- e) Unless the Quotation states otherwise, all waste arising from the Services, including removed detectors (including ionisation detectors), batteries, luminaires, lamps, control equipment, extinguishers and extinguishing media, packaging and other materials removed or replaced by MetroFire, remains the property and responsibility of the Customer as producer and holder of the waste, and the Customer's duty of care under section 34 of the Environmental Protection Act 1990 and the Waste (England and Wales) Regulations 2011 applies. Where MetroFire agrees to remove such items, it shall do so as (or through) a registered waste carrier at the Rate Card disposal charge, shall provide a waste transfer note or, for hazardous waste, a consignment note which the Customer shall sign, and title to items removed by MetroFire passes to MetroFire on removal. Waste not accepted by MetroFire's disposal contractor will be returned to the Customer.
- f) The Customer shall inform MetroFire before the Services begin of any equipment or material at the Site which is or may be hazardous waste, including halon, FM-200 or other gaseous suppressant, AFFF or other PFAS-containing foam, lithium and lead-acid batteries and radioactive sources in ionisation detectors, and MetroFire shall have no obligation to handle, remove or dispose of any such item save under a separate written agreement.
- g) Where Products are supplied under the Waste Electrical and Electronic Equipment Regulations 2013, MetroFire will accept like-for-like take-back of equivalent equipment where required by law and quoted; otherwise the Customer shall arrange disposal.
- h) The Customer shall inform MetroFire of any environmental permit, discharge consent, drainage interceptor or watercourse constraint affecting the discharge of extinguishing media, testing water or firewater at the Site.

24 SECURITY, ACCESS AND KEYS

- a) Where MetroFire personnel require access to secure or restricted areas of the Site, the Customer shall ensure that all necessary security clearances, vetting, passes, permits, or licences are arranged and provided in a timely manner.
- b) The Customer shall remain responsible for ensuring that all security requirements applicable to the Site are clearly communicated to MetroFire prior to attendance, and that MetroFire personnel are provided with reasonable assistance in obtaining and maintaining access.
- c) MetroFire shall ensure that its personnel comply with all site-specific access controls, identification requirements, and security obligations notified to it, provided such obligations are reasonable, proportionate, and consistent with applicable law.
- d) Where access is denied, delayed, or restricted due to the Customer's failure to provide the necessary security arrangements, MetroFire shall be entitled to recover all resulting costs, charges, and expenses (including downtime, remobilisation, and delays) in accordance with Clause 7 (Price and Payment).
- e) **Keys.** Where the Customer issues keys, fobs, access cards, codes or other access media ("Keys") to MetroFire, the Customer shall record the issue and return of each Key in writing, and MetroFire shall sign for Keys received. Keys shall be issued only to the extent necessary for the Services and shall be returned on completion of each attendance unless otherwise agreed in writing. MetroFire holds Keys for the sole purpose of performing the Services and does not provide a key-holding, alarm-response, guarding or security service.
- f) MetroFire shall take reasonable care of Keys while they are in its custody. If Keys are lost by MetroFire or its employees, MetroFire shall notify the Customer promptly and, where the loss necessitates the replacement, changing or alteration of locks, MetroFire's liability shall be limited to the reasonable cost of replacing, changing or altering the locks to which the lost Keys relate and to loss directly resulting from that replacement, up to a maximum of £100,000 in the aggregate under the Contract, and shall in any event be subject to Clause 27. MetroFire shall have no liability for any consequential loss arising from lost Keys, and the Customer shall change any code provided to MetroFire on termination of the Contract.
- g) MetroFire shall not be liable for the loss of Keys occurring after they have been returned to the Customer or its representative, or for any loss resulting from the Customer's failure to maintain an accurate key register, to suite or master-key locks prudently, or to change locks or codes promptly after notification of loss.
- h) The Customer shall not issue Keys directly to any subcontractor of MetroFire; any Keys required by a subcontractor shall be issued through MetroFire.

25 SEVERABILITY

- a) If any provision or part-provision of this Contract is found by any court, tribunal, or competent authority to be invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted and the validity and enforceability of the remaining provisions shall not be affected.
- b) Where any provision or part-provision would be valid and enforceable if some part of it were deleted or modified, the provision shall apply with such deletion or modification as may be necessary to give effect to the commercial intention of the parties.
- c) The parties shall negotiate in good faith to agree a valid and enforceable provision that achieves, to the greatest extent possible, the intended commercial result of the original provision.

26 SUBCONTRACTING

- a) MetroFire may subcontract any part of the Services without the Customer's consent, provided that MetroFire shall remain responsible for the performance of the Services in accordance with the Contract.
- b) Before appointing any bona fide subcontractor (being a subcontractor who works under its own direction and control and supplies its own materials, plant or labour), MetroFire shall verify that the subcontractor holds current employers' liability insurance and public and products liability insurance at levels not less than those required by MetroFire's insurers from time to time, and shall keep a record of that verification. Where a subcontractor provides design, assessment or other professional services, MetroFire shall verify that the subcontractor holds professional indemnity insurance appropriate to those services.
- c) MetroFire shall take reasonable steps to ensure that its subcontractors comply with all laws relevant to their work, including those relating to health and safety and data protection, and with the site rules notified under Clause 12.
- d) The Customer shall not give instructions directly to, or otherwise interfere with, any subcontractor engaged by MetroFire. All communications, instructions and directions in respect of the Services shall be issued only through MetroFire.
- e) The use of subcontractors shall not relieve, limit or diminish MetroFire's obligations or liabilities under the Contract, which remain subject to Clause 27.
- f) Clauses 27 and 28 apply for the benefit of MetroFire's subcontractors and their personnel as they apply to MetroFire and MetroFire Personnel.

27 LIMITATION OF LIABILITY

- a) Nothing in the Contract limits or excludes either party's liability for: (i) death or personal injury caused by its negligence or that of its employees, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; (iv) any liability which cannot lawfully be limited or excluded, including under section 6(3) of the Defective Premises Act 1972; or (v) in the case of the Customer, the obligation to pay the Price and any other sums due under the Contract. This Clause 27 is subject to this Clause 27(a). Where the Customer is a Consumer, this Clause 27 applies only as modified by Schedule 2.
- b) **Financial caps.** Subject to Clause 27(a), MetroFire's total liability to the Customer arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, shall not exceed:
 - i. in respect of physical loss of or damage to tangible property of the Customer (including by fire, smoke, water or suppressant discharge) caused by the negligence of MetroFire or MetroFire Personnel in the course of installation, servicing, remedial or other physical works at the Site, or by a defect in Products supplied and installed by MetroFire: £5,000,000 in respect of any one event or series of connected events; and
 - ii. in respect of all other liability (including liability arising from or in connection with any Deliverable, design, consultancy, inspection, assessment, advice or professional service, and any loss arising from a failure of any Product, system or Service to perform): £500,000 in the aggregate for all claims arising under or in connection with the Contract, inclusive of legal and other costs.

Where a claim falls within both sub-paragraphs the higher limit applies to the claim as a whole, but no claim may be brought under both. Claims arising from the same act, omission, event, cause or series of related acts, omissions, events or causes shall be treated as one claim.

- c) **Aggregation across Contracts.** Where the same or connected acts, omissions or events give rise to claims under more than one Contract between the parties, MetroFire's total liability under all of them together shall not exceed the highest single limit that applies under Clause 27(b) to any one of them.
- d) **Basis of the caps.** The Customer acknowledges that the limits in Clause 27(b) have been set by reference to the levels of insurance which MetroFire maintains (the limit in Clause 27(b)(ii) reflecting the limit of professional indemnity insurance reasonably available to MetroFire, which is written on an "any one claim and in the aggregate" basis) and to the Price; that MetroFire's charges would be substantially higher if it accepted greater liability; that the Customer is better placed to insure its own premises, business and property against the consequences of fire; that MetroFire has offered to agree a higher limit of liability for an additional charge, which the Customer has declined unless the Quotation states otherwise; and that the limits are reasonable having regard to sections 2, 3 and 11 of the Unfair Contract Terms Act 1977.

- e) **Excluded losses.** Subject to Clause 27(a), MetroFire shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, for any of the following, whether direct or indirect and even if foreseeable or MetroFire was advised of the possibility of them:
- i. loss of profit, revenue, income, business, contracts, opportunity, anticipated savings, goodwill or reputation;
 - ii. business interruption, loss of use, loss of production, or increased costs of working;
 - iii. wasted expenditure or loss of the benefit of expenditure;
 - iv. loss of, damage to or corruption of data or software;
 - v. fines, penalties, prosecution costs, enforcement, prohibition, improvement or alteration notice costs, and costs of complying with any requirement of any authority;
 - vi. the cost of investigation, remedial, replacement or upgrade works carried out by the Customer or third parties without first giving MetroFire written notice and a reasonable opportunity to inspect and rectify under Clause 4;
 - vii. any loss to the extent it arises from the Customer's or the Responsible Person's failure to implement recommendations or significant findings in a Deliverable, to maintain, test or operate any system, or to act on any matter notified by MetroFire;
 - viii. increased insurance premiums or uninsured losses of the Customer;
 - ix. claims by third parties against the Customer, except to the extent that the loss underlying the claim would have been recoverable by the Customer under this Clause had it been suffered by the Customer directly; and
 - x. any indirect, special, incidental or consequential loss or damage of any kind.
- f) **Net contribution.** Without prejudice to the other provisions of this Clause, MetroFire's liability shall be limited to that proportion of the Customer's losses which it would be just and equitable to require MetroFire to pay having regard to the extent of MetroFire's responsibility for them, on the assumptions that all other consultants, contractors, suppliers, manufacturers, managing agents and other persons who have or had responsibility for the premises, the works or the matter concerned have provided contractual undertakings to the Customer on terms no less onerous than these, have paid to the Customer such proportion of the losses as it would be just and equitable for them to pay having regard to their responsibility, and are not insolvent.
- g) **Customer causes.** MetroFire shall have no liability to the extent that any loss or damage arises from: (i) misuse, neglect, alteration, unauthorised repair, or use otherwise than in accordance with MetroFire's or the manufacturer's instructions; (ii) failure by the Customer or any Responsible Person to carry out its obligations under Clauses 5, 12, 18 or 22 or Schedule 1, to implement any recommendation, or to maintain, test, inspect or operate any Product or system; (iii) any equipment, cabling, software, design, works or information supplied by or on behalf of the Customer or by third parties; (iv) site, structural, building-fabric or environmental conditions; or (v) any matter listed in Clause 17.
- h) **Time bar.** Subject to Clause 27(a), MetroFire shall have no liability in respect of any claim unless (i) the Customer has given MetroFire written notice of the claim, with reasonable particulars, within twelve (12) months after completion of the relevant Services or delivery of the relevant Products (whichever is earlier, and in the case of a Deliverable, within twelve (12) months after its issue); and (ii) proceedings (including adjudication under Clause 8 or court proceedings) have been commenced within eighteen (18) months after that completion, delivery or issue. This Clause operates as a contractual limitation of MetroFire's liability and does not prevent a reference to adjudication being made at any time, but the adjudicator shall give effect to it. Nothing in this Clause relieves the Customer of its obligations under Clause 29.
- i) **Claims against MetroFire only.** The Customer agrees that it will bring any claim arising out of or in connection with the Contract, the Services, the Products or any Deliverable only against MetroFire and not against any MetroFire Personnel (see Clause 28).
- j) **Mitigation.** The Customer shall take all reasonable steps to mitigate any loss or damage.
- k) **Third-party claims above the cap.** The Customer shall indemnify MetroFire and MetroFire Personnel against any liability to any third party arising out of or in connection with the Contract, the Services, the Products or any Deliverable to the extent that such liability exceeds the amount MetroFire would have been liable to pay the Customer under this Clause 27 had the claim been brought by the Customer, or arises from a matter excluded under this Clause.
- l) **Sub-caps.** Notwithstanding Clause 27(b), MetroFire's total aggregate liability in respect of the following shall not exceed the Price paid for the affected Services or £25,000, whichever is greater: (i) any Software, firmware, configuration, programming, cause-and-effect data, remote connectivity or electronic data, or any loss, corruption, unavailability of or unauthorised access to data or systems; (ii) any breach of Clause 35 (Data Protection); (iii) any delay; and (iv) physical damage to that part of the Site, Product or Equipment upon which MetroFire is or has been working, where the damage is the direct result of that work, in respect of which MetroFire's liability shall be limited to re-performance of the work or the reasonable cost of repair. Liability for lost Keys is subject to Clause 24(f).
- m) The exclusions and limitations in this Clause 27 are separate and severable; if any one is held unenforceable the others shall continue to apply.

28 METROFIRE PERSONNEL: NO PERSONAL LIABILITY

- a) The Customer acknowledges that MetroFire is a limited company, that MetroFire Personnel act at all times on behalf of MetroFire and not in any personal capacity, and that no MetroFire Personnel assumes any personal responsibility or duty of care to the Customer or to any other person in respect of the Services, the Products or any Deliverable, notwithstanding that a Deliverable may bear the name, signature, qualifications, membership, registration or certification of an individual or that an individual may be identified in it as the person who carried out the work, as required by article 9 of the Order or otherwise.

- b) The Customer agrees that it shall not bring any claim, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, against any MetroFire Personnel personally in respect of any loss or damage arising out of or in connection with the Contract, the Services, the Products or any Deliverable, and that this Clause may be relied on and enforced by each MetroFire Personnel as a defence to any such claim.
- c) Without prejudice to Clause 28(b), every exclusion, limitation, defence, immunity, indemnity and right which MetroFire has under the Contract or at law shall extend to and be available to each MetroFire Personnel as if it were a party to the Contract, and MetroFire holds the benefit of this Clause on trust for, and as agent for, each MetroFire Personnel. MetroFire shall, on request, require its insurers to extend the benefit of its insurance to MetroFire Personnel to the extent its policies permit.
- d) Each MetroFire Personnel may enforce Clauses 5(h), 12(f), 26(f), 27, 28 and 33 under the Contracts (Rights of Third Parties) Act 1999. The consent of any MetroFire Personnel is not required to rescind, vary or terminate the Contract.
- e) Nothing in this Clause excludes or limits the liability of any individual for death or personal injury caused by that individual's negligence, or for that individual's fraud.

29 CLAIMS, NOTIFICATION AND NO ADMISSION OF LIABILITY

- a) The Customer shall notify MetroFire in writing as soon as reasonably practicable, and in any event within fourteen (14) days, after becoming aware of any incident, fire, injury, damage, enforcement action, loss, complaint, claim or circumstance which may give rise to a claim against MetroFire under or in connection with the Contract, giving full particulars. Nothing in Clause 27(h) relieves the Customer of this obligation.
- b) The Customer shall preserve, and shall procure that its insurers, contractors and agents preserve, all documents, records, data, CCTV, log books, test records, photographs, alarm panel event logs and physical items (including any Product alleged to be defective and any fire door, component or material alleged to be non-compliant) relevant to any such matter, and shall permit MetroFire and its insurers, loss adjusters and experts reasonable access to the Site and to such items to inspect, test and photograph them before they are altered, repaired, disposed of or replaced, save where immediate action is required by law or to protect life.
- c) No investigation, inspection, rectification, re-performance, replacement, goodwill gesture, credit, correspondence or other step taken by MetroFire in relation to any complaint, Defect or claim (whether under Clause 4 or otherwise) shall constitute or be treated as an admission of liability, fault or negligence by MetroFire.
- d) The Customer shall not represent to any third party, insurer or authority that MetroFire has admitted liability for any matter unless MetroFire has done so expressly in writing signed by a director.
- e) The Customer acknowledges that MetroFire's insurers may be entitled to conduct, on MetroFire's behalf, the investigation, defence and settlement of any claim, and that MetroFire may be prohibited by the terms of its insurances from admitting liability, negotiating, mediating or settling any claim without its insurers' consent. Nothing in Clause 43 shall require MetroFire to take any step that would prejudice its insurance, and any period specified in Clause 43 shall be extended by such period as is reasonably required to obtain insurers' consent to that step. Participation by MetroFire in negotiation or mediation is without prejudice and without admission.
- f) The Customer shall provide such information and assistance as MetroFire or its insurers reasonably request in connection with any claim, and shall not do anything that would prejudice MetroFire's rights of recovery against any third party.

30 CUSTOMER'S INSURANCE AND FIRE DAMAGE

- a) The Customer acknowledges Clause 4(i) and that the Services and Products are provided to assist the Customer in discharging its own duties as Responsible Person and do not transfer to MetroFire the risk of fire, injury, damage or loss at the Site.
- b) The Customer shall maintain, or where it is a tenant or occupier shall procure that the building owner maintains, throughout the Contract and for so long as the Products remain in use at the Site: (i) insurance of the Site, its structure, contents and the Products against fire and other perils for their full reinstatement value; (ii) business interruption or loss of rent insurance appropriate to its business; and (iii) public liability insurance. The Customer shall comply with any requirement of those insurances relating to fire protection, fire risk assessment or the Services and shall notify its insurers of the Services where their terms so require.
- c) The Customer accepts that, where MetroFire is negligent, MetroFire's liability for physical loss of or damage to the Site, its structure, contents or the Customer's business arising from fire, smoke, water or suppressant discharge is limited in accordance with Clause 27, and that the Customer shall look to the insurances in Clause 30(b) for any loss exceeding that limit or otherwise not recoverable from MetroFire. The Customer shall use reasonable endeavours to procure that its property insurers waive rights of subrogation against MetroFire and MetroFire Personnel in respect of loss covered by those insurances.
- d) If the Customer fails to maintain the insurances in Clause 30(b), the Customer shall bear any loss that would have been recoverable under them and shall indemnify MetroFire against any claim to that extent.

31 TERMINATION

- a) Either party may terminate the Contract by written notice if the other party commits a material breach and fails to remedy such breach within thirty (30) days of receiving written notice requiring its remedy.

- b) MetroFire may, by written notice to the Customer, suspend performance of the Services and/or terminate the Contract with immediate effect, without liability, if:
 - i. the Customer fails to pay any sum under this or any other Contract by its due date (or, in a Construction Contract, by the final date for payment);
 - ii. MetroFire reasonably considers that the Site or working environment is unsafe, non-compliant or poses an unacceptable risk to health, safety or welfare, or that the Customer has failed to provide information under Clause 5(j) or 12(e);
 - iii. the Customer suffers an Insolvency Event, to the extent that termination on that ground is permitted by law (and the parties acknowledge section 233B of the Insolvency Act 1986); where termination on that ground is not permitted, MetroFire may nevertheless require payment in advance for all further supplies and may terminate for any non-payment occurring after the Insolvency Event, or with the consent of the office-holder or the permission of the court, or where continuation would cause MetroFire hardship;
 - iv. the Customer engages in unlawful, unethical or fraudulent conduct, including breach of Clause 20(e), 33, 36 or 38, or any applicable law or regulation;
 - v. the Customer or any person acting for it threatens, abuses or assaults any MetroFire Personnel or makes any statement about MetroFire which is defamatory or which MetroFire reasonably considers damaging to its reputation; or
 - vi. there is a change of control of the Customer, or the Customer assigns or purports to assign the Contract in breach of Clause 13.
- c) Termination of the Contract, however arising, shall be without prejudice to any rights, remedies, obligations, or liabilities of either party that have accrued up to the date of termination. The Customer shall remain liable to pay MetroFire all sums properly due and payable under the Contract up to the date of termination, including all costs, expenses, and losses incurred as a result of suspension or early termination.
- d) Any provision of the Contract which expressly or by implication is intended to come into or continue in force on or after termination (including, without limitation, confidentiality, intellectual property, limitation of liability, and governing law) shall remain in full force and effect.
- e) The Customer may request to terminate the Contract for convenience by written notice, but termination shall take effect only if and when accepted in writing by MetroFire. On such termination, and on any termination by MetroFire under Clause 31(b) or 9(c), the Customer shall pay to MetroFire, within fourteen (14) days of invoice:
 - i. all sums due for Products delivered, Deliverables issued and Services performed up to the date of termination, including work in progress valued at Rate Card rates;
 - ii. the cost of all materials, Products, Equipment, software licences and other items ordered, committed, manufactured, procured or allocated for the Contract which are non-returnable or for which MetroFire cannot obtain a full credit (title to which shall pass to the Customer on payment, at the Customer's option);
 - iii. all subcontractor, supplier, plant hire, access equipment, delivery, cancellation, demobilisation, remobilisation, storage and administrative costs reasonably incurred or committed;
 - iv. any cancellation or abortive attendance charges payable under Clauses 7(n) and 9; and
 - v. as the agreed price for MetroFire's release of the Customer from the balance of the Contract, an allowance for overhead and profit equal to ten (10)% of the unperformed balance of the Price.
- f) MetroFire may terminate any Maintenance Services or other continuing Contract for convenience on not less than thirty (30) days' written notice, in which case the Customer shall pay for Services performed to the date of termination and MetroFire shall refund any Price paid in advance for periods after termination.
- g) On termination for any reason: (i) the Customer shall return or permit MetroFire to collect all MetroFire property, including Hired Plant, test equipment, unpaid-for Products and documents; (ii) MetroFire shall have no obligation to provide any further Services, Deliverables, information or assistance except as provided in Clause 34(f); (iii) Clauses 5(h), 6, 7, 8, 13(e), 18, 20, 24, 27, 28, 29, 30, 33, 34, 35, 37, 38, 39, 43 and 44, and any other provision expressed or intended to survive, shall continue in force; and (iv) the Customer acknowledges that it and the Responsible Person are solely responsible for arranging alternative fire safety services from the date of termination.

32 FORCE MAJEURE

- a) Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.
- b) The affected party shall:
 - i. notify the other party as soon as reasonably practicable of the Force Majeure Event and its expected impact; and
 - ii. use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- c) Performance of the affected party's obligations shall be suspended for the duration of the Force Majeure Event, and the time for performance shall be extended accordingly, without liability. MetroFire shall not be responsible for any costs, delays, or losses incurred by the Customer as a result of such suspension or delay.
- d) If the Force Majeure Event continues for a continuous period of more than thirty (30) days, either party may terminate the Contract on written notice to the other, without further liability, save that the Customer shall remain liable to pay

MetroFire all sums due and payable for Products and Services properly delivered or performed up to the effective date of termination.

- e) For the avoidance of doubt, no failure or delay by the Customer in making payment of any sum due under this Contract shall constitute a Force Majeure Event.
- f) Where a Force Majeure Event affecting the Customer or the Site prevents MetroFire from performing, the Customer shall remain liable for sums due for Products delivered and Services performed and for any Rate Card standby or abortive attendance charges reasonably incurred before MetroFire received notice of the event.

33 CONFIDENTIALITY

- a) Each party undertakes that it shall keep confidential and shall not use or disclose to any person the other party's Confidential Information except as permitted by this Clause.
- b) A party may disclose the other party's Confidential Information:
 - i. to its employees, officers, agents, subcontractors, or professional advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract, provided that they are bound by confidentiality obligations no less onerous than those contained in this clause;
 - ii. as may be required by law, regulation, or order of a competent court or regulatory authority; or
 - iii. with the prior written consent of the other party.
 - iv. in the case of MetroFire, to its insurers, brokers, auditors, accountants, funders, certification and accreditation bodies (including BAFE, UKAS-accredited certification bodies and scheme assessors), professional bodies and regulators, and to any prospective purchaser of its business under obligations of confidence;
 - v. in the case of MetroFire, to any fire and rescue authority, local authority, the Building Safety Regulator, the Health and Safety Executive or other enforcing authority where MetroFire reasonably believes that there is a serious and imminent risk to life or property which the Customer has failed to address within a reasonable time after notification, or where MetroFire is under a legal or professional duty to disclose; and
 - vi. in the case of a Customer which is a public authority, to the extent required by the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, provided that the Customer consults MetroFire before disclosure and applies any available exemption for commercially sensitive information, including MetroFire's pricing, Rate Card and methodology.
- c) This obligation of confidentiality shall not apply to information which:
 - i. is or becomes publicly available other than through breach of this clause;
 - ii. was lawfully in the receiving party's possession before disclosure;
 - iii. is lawfully disclosed to the receiving party by a third party without restriction; or
 - iv. is independently developed by the receiving party without use of the other party's Confidential Information.
- d) On termination or expiry of the Contract each party shall, on written request, return or securely destroy the other party's Confidential Information, save that MetroFire may retain Deliverables, site data, photographs, correspondence and records in accordance with Clause 20(i) and its retention policy, and each party may retain information it is required to retain by law, regulation or professional rules, or which is held in routine electronic back-ups.
- e) The obligations in this clause shall survive termination of the Contract for a period of five (5) years.

34 INTELLECTUAL PROPERTY

- a) All IPR in or arising out of the Products, Services, Deliverables, designs, drawings, specifications, software, configurations, cause-and-effect matrices, databases, methodologies, templates, report formats and other materials created, supplied or used by MetroFire in connection with the Contract ("MetroFire IPR") are and shall remain the property of MetroFire or its licensors. Nothing in the Contract transfers any MetroFire IPR to the Customer.
- b) The Customer's rights to use Deliverables are set out in Clause 20(d). The Customer's rights to use any other MetroFire IPR are limited to a non-exclusive, non-transferable licence to use it, on payment in full, solely for the purposes of operating, maintaining and supporting the Products and systems supplied under the Contract at the Site.
- c) The Customer shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, configuration, or design of any software, hardware, materials, or documentation supplied under this Contract.
- d) Where the Products or Services incorporate third-party intellectual property (including software licences), the Customer's rights to use such intellectual property shall be subject to the terms of the applicable third-party licence, and MetroFire shall have no liability for the Customer's compliance with such terms.
- e) Nothing in this Contract shall operate to transfer any ownership of MetroFire IPR or third-party intellectual property to the Customer.
- f) **System configuration, software and access codes.** Configuration files, programming, cause-and-effect data, engineer-level access codes and passwords for any fire detection, alarm, suppression, emergency lighting or other system installed, programmed or maintained by MetroFire are MetroFire IPR and Confidential Information. During any Maintenance Services MetroFire may retain engineer-level codes to protect the integrity of the system, and shall provide the Customer with user-level access sufficient for the Customer to operate and test the system. On termination or expiry of the Contract, and on payment of all sums due, MetroFire shall within fourteen (14) days provide the Customer or its nominated competent contractor with the information reasonably necessary to enable the system to be maintained and

modified by others, including current cause-and-effect documentation and the means of obtaining engineer-level access, for the Rate Card handover charge, and MetroFire shall thereafter have no responsibility for the system.

- g) The Customer grants MetroFire a non-exclusive, royalty-free licence to use any drawings, plans, specifications, photographs and other materials supplied by or on behalf of the Customer for the purposes of the Contract, and warrants that their use by MetroFire will not infringe the rights of any third party, and shall indemnify MetroFire against any claim that it does.
- h) MetroFire may use the Customer's name and a general description of the Services (but not any Confidential Information, any Deliverable or any identifiable image of the Site or of individuals) as a reference in its marketing, unless the Customer objects in writing.

35 DATA PROTECTION

- a) Each party shall comply with its obligations under the Data Protection Legislation. Terms used in this Clause have the meanings given in the Data Protection Legislation.
- b) **Independent controllers.** The parties acknowledge that in performing the Services MetroFire will collect and process personal data for its own purposes as an independent controller, including the names and contact details of the Customer's staff, residents, occupiers, key-holders and other contractors, photographs of the Site which may incidentally include individuals, records of persons present during inspections, training attendance records and certificates, and information contained in Deliverables. MetroFire processes such personal data for the purposes of performing the Contract, preparing and retaining Deliverables and records, complying with its legal, regulatory, certification and insurance obligations, managing its relationship with the Customer and pursuing its legitimate business interests, and for no longer than is necessary for those purposes, as described in MetroFire's privacy notice (available on request or on MetroFire's website). MetroFire is not a processor on behalf of the Customer in respect of such data.
- c) The Customer shall ensure that it has a lawful basis for disclosing personal data to MetroFire, shall provide individuals whose personal data it discloses with the information required by Articles 13 and 14 of the UK GDPR (which may be done by referring them to MetroFire's privacy notice), shall not disclose to MetroFire any personal data which is not necessary for the Services, and shall not disclose special category or criminal offence data unless MetroFire has agreed in writing.
- d) **Processor services.** Where the Quotation expressly states that MetroFire will process personal data on the Customer's behalf and on its instructions (for example, in operating or hosting a system that records the personal data of residents or staff), the parties shall enter into MetroFire's standard data processing terms, which shall include the provisions required by Article 28(3) of the UK GDPR.
- e) MetroFire may use anonymised or aggregated data derived from the Services for statistical, benchmarking, quality and business-improvement purposes.
- f) Each party shall notify the other without undue delay on becoming aware of a personal data breach affecting personal data received from the other, and shall provide reasonable co-operation in responding to it and to any request from a data subject or regulator.
- g) The Customer acknowledges that MetroFire's insurances do not extend to liability under the Data Protection Legislation or to cyber, software or data risks, and that MetroFire's liability under this Clause 35 is limited by Clause 27(l).

36 ETHICAL CONDUCT

- a) Each party shall, and shall procure that its employees, officers, agents, and subcontractors shall, at all times comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and corruption, anti-money laundering, modern slavery, tax evasion, fraud, and economic or trade sanctions, including without limitation the Bribery Act 2010, the Modern Slavery Act 2015, the Criminal Finances Act 2017, and any other applicable UK legislation.
- b) Each party warrants that it has and shall maintain in place throughout the term of this Contract adequate policies and procedures designed to ensure compliance with the obligations set out in this clause.
- c) The Customer shall promptly notify MetroFire if it becomes aware of any breach or potential breach of this clause.
- d) MetroFire reserves the right to suspend performance of the Services and/or terminate this Contract immediately by written notice if the Customer is in breach of this clause. Any such termination shall be without prejudice to MetroFire's other rights and remedies.

37 GOVERNING LAW AND JURISDICTION

- a) This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter, or formation shall be governed by and construed in accordance with the laws of England and Wales.
- b) Subject to Clause 43 (Dispute Resolution), the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising under or in connection with this Contract.
- c) Nothing in this clause shall limit either party's right to seek urgent injunctive or other interim relief from the courts of competent jurisdiction.

38 NON-SOLICITATION OF EMPLOYEES

- a) The Customer shall not, without the prior written consent of MetroFire, directly or indirectly solicit, entice away, employ, engage, or otherwise induce to leave the service of MetroFire any employee, worker, subcontractor, consultant, or contractor engaged by MetroFire in connection with the Contract, during the term of the Contract and for a period of twelve (12) months following its termination or expiry.
- b) For the avoidance of doubt, this restriction shall apply whether the approach is made directly by the Customer or indirectly through any affiliate, agent, recruitment agency, or third party acting on the Customer's behalf.
- c) The parties acknowledge that MetroFire has a legitimate interest in protecting the stability of its trained workforce and the investment it makes in the training, certification and vetting of MetroFire Personnel. If the Customer breaches this Clause, the Customer shall pay to MetroFire, as a proportionate contribution to that interest, a sum equal to the greater of (i) 30% of the individual's gross annual remuneration package with MetroFire at the date of leaving, and (ii) the direct recruitment, training and certification costs incurred by MetroFire in replacing the individual, in each case together with VAT. The parties agree that this sum is not out of all proportion to MetroFire's legitimate interest, is payable as a primary obligation, and is without prejudice to MetroFire's right to seek injunctive relief.
- d) This Clause does not prevent the Customer from employing an individual who responds, without solicitation, to a public advertisement not targeted at MetroFire Personnel, provided the Customer notifies MetroFire in writing before making any offer.
- e) This Clause does not apply where the Customer is a Consumer.

39 NOTICE REQUIREMENTS

- a) Any notice under or in connection with the Contract shall be in writing and shall be delivered by hand, sent by pre-paid first-class post, recorded delivery or next-Business-Day courier, or sent by email:
 - i. to MetroFire, at its registered office for the time being and by email to info@metrofire.co.uk (or such other address as MetroFire notifies in writing), and a notice of breach, claim, dispute or termination given to MetroFire shall be effective only if sent by both post and email; and
 - ii. to the Customer, at the address and email address stated in the Terms Acceptance Form, the Quotation acceptance or the Purchase Order, or the Customer's registered office, or such other address as the Customer notifies in writing.
- b) Any such notice or communication shall be deemed to have been received:
 - i. if delivered by hand, on signature of a delivery receipt;
 - ii. if sent by pre-paid first-class post or next-working-day delivery service, at 9.00 am on the second Business Day after posting;
 - iii. if sent by email, at the time of transmission, provided that no notification of delivery failure is received; if transmission occurs outside Business Hours, at 09:00 on the next Business Day.
- c) This clause shall not apply to the service of any proceedings or other documents in any legal action, arbitration, or other method of dispute resolution, which shall be served in accordance with applicable procedural rules.
- d) A notice to MetroFire is not validly given by being sent to an individual engineer's or assessor's email address, by SMS, WhatsApp or other messaging platform, or by being handed to MetroFire Personnel on Site.
- e) **Digital Channels and routine communications.** The parties may conduct routine communications concerning the Services, including the booking and rescheduling of attendances, the issue of Quotations, reports, certificates and invoices, and the giving of Instructions, through any Digital Channel, and MetroFire may make Deliverables available to the Customer by publishing them in the Portal or the App or by sending a link, which shall constitute delivery of them. A communication through a Digital Channel is not, however, a valid notice for the purposes of this Clause 39, and no notice of breach, claim, dispute or termination may be given by SMS, WhatsApp, other instant-messaging platform, or by a message in the Portal or the App alone.

40 RETENTION (PAYMENT RETENTION)

- a) The Customer shall not be entitled to withhold any sum by way of retention unless expressly provided for in the Contract and agreed in writing by an authorised representative of MetroFire. For the avoidance of doubt, no term implied by custom, practice, or industry standard shall entitle the Customer to apply retention. Where the Contract is a Construction Contract, any deduction of retention must in addition be notified in a valid pay less notice under Clause 8.
- b) Where retention is expressly agreed, it shall relate only to the Services performed by MetroFire under the Contract and shall not be applied or withheld in respect of any other works or services provided by third parties.
- c) Any agreed retention shall be released in full no later than twelve (12) months after completion of the Services, or upon earlier issue of MetroFire's completion or commissioning certificate under Clause 21(e) (if applicable), unless the Customer has notified MetroFire in writing of specific defects in the Services for which MetroFire is responsible. In the absence of such notice, retention shall be automatically released.

41 TUPE (EMPLOYEE TRANSFER PROTECTION)

- a) The parties acknowledge that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") may apply to the provision of the Services under this Contract. Where applicable, each party shall comply with its obligations under TUPE in good faith.
- b) Where the Customer is the outgoing employer, the Customer shall provide MetroFire with complete and accurate Employee Liability Information, together with any other information reasonably required by MetroFire to comply with its obligations under TUPE, within the statutory time limits. The Customer warrants the accuracy of such information.
- c) The Customer shall indemnify and keep indemnified MetroFire against all costs, claims, liabilities, expenses, and demands arising from or in connection with:
 - i. the Customer's failure to comply with its obligations under TUPE;
 - ii. any claim by a transferring employee (or former employee) arising from acts, omissions, or liabilities occurring before the date of transfer; and
 - iii. any inaccuracy or omission in the Employee Liability Information or other information provided by the Customer.
- d) Nothing in this clause shall prevent MetroFire from seeking equivalent undertakings or indemnities from any future contractor or service provider in the event that TUPE applies on the cessation of this Contract.

42 ENTIRE AGREEMENT

- a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all prior drafts, discussions, correspondence, negotiations, understandings, or agreements between them relating to its subject matter.
- b) Each party acknowledges that in entering into the Contract it has not relied on, and shall have no remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently, and whether made orally, in an Estimate, in marketing or website material, in a tender or pre-qualification response, in a pre-contract site visit or meeting, or otherwise) that is not expressly set out in the Contract. Each party agrees that its only remedy in respect of any statement set out in the Contract shall be for breach of contract.
- c) Nothing in this clause shall limit or exclude liability for fraud or fraudulent misrepresentation.
- d) No amendment to these Terms and Conditions shall be effective unless it is in writing, expressly states that it amends these Terms and Conditions, and is signed (including electronically under Clause 45(e)) by an Authorised Representative of each party. This Clause does not apply to Variations of scope, which are governed by Clause 14, or to MetroFire's issue of revised Terms and Conditions under Clause 3(e).

43 DISPUTE RESOLUTION

- a) Any dispute arising out of or in connection with the Contract (including any question regarding its existence, validity or termination, and any non-contractual dispute) shall first be referred by written notice to a director or senior manager of each party, who shall meet (in person or remotely) within fourteen (14) days of the notice to attempt to resolve it.
- b) If the dispute is not resolved within thirty (30) days of the notice, either party may require the other to attempt in good faith to settle the dispute by mediation under the CEDR Model Mediation Procedure (or such other procedure as the parties agree in writing). If the parties cannot agree the mediator within fourteen (14) days of the requirement, the mediator shall be nominated by CEDR on the application of either party. The mediation shall commence within twenty-eight (28) days of the nomination. Unless otherwise agreed, the costs of the mediation shall be shared equally. Neither party shall commence court proceedings (other than proceedings within Clause 43(d)) in relation to a dispute until the mediation has concluded or the other party has failed to participate within the period stated, and compliance with Clauses 43(a) and (b) is a condition precedent to the commencement of such proceedings. The periods in this Clause are subject to Clause 29(e).
- c) Where the Contract is a Construction Contract, nothing in this Clause prevents either party from referring a dispute to adjudication under Clause 8 at any time, and Clauses 43(a) and (b) shall not apply to the enforcement of an adjudicator's decision.
- d) Nothing in this Clause prevents either party from: (i) seeking urgent injunctive, declaratory or other interim relief; (ii) issuing proceedings to prevent a limitation period expiring; (iii) in the case of MetroFire, issuing proceedings, a statutory demand or a winding-up or bankruptcy petition to recover any undisputed sum, any notified sum under Clause 8, or any sum treated as accepted under Clause 7(f); or (iv) in the case of a Consumer, using any alternative dispute resolution scheme available to Consumers.
- e) Subject to this Clause, the courts of England and Wales shall have exclusive jurisdiction in accordance with Clause 37.

44 RIGHTS OF THIRD PARTIES

- a) Except as expressly provided in Clauses 5(h), 12(f), 26(f), 27, 28 and 33 in favour of MetroFire Personnel and MetroFire's subcontractors and their personnel, who may enforce those Clauses under the Contracts (Rights of Third Parties) Act 1999, a person who is not a party to the Contract has no right under that Act or otherwise to enforce any of its terms.
- b) The parties may rescind, vary or terminate the Contract without the consent of any third party, including any MetroFire Personnel.

45 MISCELLANEOUS

- a) No failure or delay by either party in exercising any right, power, or remedy under this Contract shall constitute a waiver of that right, power, or remedy, nor shall any single or partial exercise of such right, power, or remedy prevent any further exercise of it or the exercise of any other right, power, or remedy. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights or remedies provided by law.
- b) If any provision of the Contract (or part of any provision) is held by a court or competent authority to be invalid, illegal or unenforceable, Clause 25 applies.
- c) Nothing in this Contract shall create, or be deemed to create, a partnership, joint venture, or agency relationship between the parties.
- d) **Costs.** Each party shall bear its own costs of entering into the Contract. The Customer shall pay MetroFire's costs (including legal costs on an indemnity basis) of enforcing the Contract.
- e) **Counterparts and electronic signature.** The Contract and any document under it may be executed in counterparts and by electronic means. Without limiting Clause 3(i), the parties agree that a Contract, Terms Acceptance Form, Variation, notice or other document is validly signed or accepted by MetroFire or the Customer if it is: signed by hand and scanned; signed using an electronic signature platform; the subject of an Electronic Acceptance in the Portal or the App; or sent by email bearing the sender's typed name or signature block, in each case by a person with actual or apparent authority. Each party consents to such electronic signatures and acceptances being admissible in evidence under section 7 of the Electronic Communications Act 2000 and waives any objection to their form or to their being in electronic rather than manuscript form.
- f) **Sanctions.** The Customer warrants that it is not, and is not owned or controlled by, a person subject to UK, EU, UN or US sanctions, and MetroFire may suspend or terminate the Contract without liability if performance would breach any sanctions or export-control law.
- g) **Language.** The Contract is in English and all notices and communications shall be in English.

46 ACCEPTANCE AND CONTACT INFORMATION

- a) By signing a MetroFire quotation, completing the acceptance section of a quotation, clicking "accept" or its equivalent in MetroFire's electronic quotation or customer portal, signing a Terms Acceptance Form issued by MetroFire, issuing a purchase order, confirming by email, or otherwise instructing MetroFire to proceed with the quoted works, the Customer confirms acceptance of, and agrees to be legally bound by, these Standard Terms and Conditions together with the commercial terms and scope set out in the relevant quotation.
- b) These Terms and Conditions shall prevail over any terms and conditions issued by the Customer, including those contained in any purchase order, acknowledgement, or other communication, unless expressly agreed in writing and signed by an authorised representative of MetroFire.
- c) The Customer warrants that the individual signing a quotation or Terms Acceptance Form, issuing a purchase order, or otherwise instructing MetroFire to proceed has the necessary authority to bind the Customer, and that, where the Customer is not a Consumer, the Customer is acting in the course of its trade, business or profession.
- d) For any queries regarding these Terms and Conditions, please contact MetroFire Protection Ltd (registered in England and Wales, company number 15702883; VAT registration number 489 8303 36) at 71–75 Shelton Street, Covent Garden, London WC2H 9JQ; email info@metrofire.co.uk; telephone (+44) 0208 059 4836. MetroFire may update its contact details from time to time by written notice to the Customer or by publication on its website.

SCHEDULE 1 — SERVICE-SPECIFIC CONDITIONS

This Schedule forms part of the Terms and Conditions. Each Part applies where the Services include the kind of work described in it, in addition to and subject to the Clauses of the main Terms and Conditions (in particular Clauses 4, 5, 17, 18, 20, 22 and 27). References to British Standards are to the editions current at the date of the Quotation. Where a Part allocates a duty to the Customer, that duty is a Customer obligation for the purposes of Clauses 5(h), 27(g) and 27(e)(vii).

Part 1 — FIRE RISK ASSESSMENTS AND CONSULTANCY DELIVERABLES

- a) This Part applies where the Services include a fire risk assessment ("FRA"), FRA review, fire strategy, planning fire statement, fire safety audit, compartmentation or fire-stopping survey, sprinkler, riser or other system survey, DSEAR assessment, drawing, or other consultancy Deliverable, and applies in addition to Clauses 19 and 20.
- b) An FRA is prepared in accordance with the methodology of PAS 79-1 (or PAS 79-2 / BS 9792 for housing) on the basis of a visual, non-destructive, non-intrusive inspection of the parts of the Site made accessible to MetroFire on the date of inspection, with sampling of concealed spaces, voids and risers. Unless expressly stated in the Quotation, an FRA is not, and shall not be relied upon as: (i) a full audit of areas that are not readily accessible or visually obvious; (ii) a means of verifying compliance with the Building Regulations; (iii) a disabled access audit; (iv) a means of identifying latent defects in construction or compartmentation; (v) a verification of the fire resistance of structural elements; (vi) an examination of the potential for structural collapse; (vii) a fire strategy report; (viii) a pre-occupation fire safety assessment or a snagging exercise; (ix) a guide to legislation; (x) a fire risk appraisal of external wall construction (PAS 9980); or (xi) a test of any active fire protection system.
- c) Where any area, document or person is not made available to MetroFire, the Deliverable will record that area, document or matter as not inspected or not verified. Any resulting recommendation for further investigation is an action for the Customer, and no Defect shall arise from a matter that MetroFire was unable to inspect or verify.
- d) The FRA and its action plan are delivered to the Customer for the Responsible Person to read, verify, own and implement. The Customer is solely responsible for prioritising, funding and implementing the action plan, for recording the measures taken or to be taken (article 9(7) of the Order), and for making any decision to depart from a recommendation. MetroFire has no obligation to monitor, chase or verify implementation unless expressly engaged to do so, and any later FRA or review will record outstanding actions as findings.
- e) The FRA is valid only for the Site, use, occupancy, layout, processes and management arrangements as found and recorded on the date of inspection. The Customer shall review the FRA regularly and shall instruct a review or new FRA without delay where there is a material alteration to the Site, a significant change in use, occupancy, processes, fire precautions or management, a fire or near-miss, an enforcement notice, or any other reason to suspect the FRA is no longer valid, and in any event before the review date stated in the FRA. MetroFire shall have no liability for any matter arising from a change occurring after the date of inspection.
- f) The emergency plan, fire procedures, staffing levels, fire marshal arrangements, drills, and personal or general emergency evacuation plans for disabled or vulnerable persons (including under the Equality Act 2010 and any regulations concerning residential evacuation plans) are the Responsible Person's responsibility. The FRA will identify persons especially at risk and comment on the existence and apparent adequacy of such arrangements only to the extent they are disclosed or observed.
- g) Any Deliverable described in the Quotation as desktop, remote, from-plans, or design-stage is prepared solely from information supplied by or on behalf of the Customer without a site inspection, is subject to Clause 5(i), is not a suitable and sufficient assessment of the risks under article 9 of the Order, and shall be followed by an on-site FRA once the premises are in normal use.
- h) A fire strategy, planning fire statement or fire engineering report: (i) is prepared from the architectural, structural and services information current at the date stated in the Deliverable and must be revised (as a Variation) if the design, use or occupancy changes; (ii) records assumptions about management arrangements which the Responsible Person must deliver in occupation; (iii) is not an FRA and does not discharge article 9 of the Order; (iv) is issued for the stated approval or planning purpose only; and (v) acceptance by the local planning authority, building control body, registered building control approver, Building Safety Regulator, fire and rescue authority, insurer or any other consultee is not warranted. Amendments requested by a consultee that do not arise from a Defect are Variations. Statutory application and consultation fees are the Customer's.
- i) Drawings are prepared from the surveys, plans and information provided by the Customer and MetroFire's own visual observations and, where quoted, measured survey. Unless expressly stated they are not a measured survey, are not "for construction", and are not the plans required of the Responsible Person by regulation 6 of the Fire Safety (England) Regulations 2022 or by regulation 38 of the Building Regulations 2010. Dimensions are indicative and shall be verified on site by any person relying on them.
- j) Compartmentation, fire-stopping and fire-door surveys are visual and sample-based, limited to locations where safe access above ceilings, into risers and voids is provided by the Customer, and do not involve opening up, destructive testing or fire testing. MetroFire will report the apparent condition of what it sees; it cannot and does not certify the fire resistance of existing construction, doors or seals whose test evidence, product identity or installation records are not available. Findings on surfaces obscured by finishes, services, insulation or stored goods are excluded.
- k) A survey of a sprinkler, water-mist, wet or dry riser, hydrant, smoke-control or suppression installation is a visual condition and documentation review. It is not the weekly, periodic or annual testing, servicing or maintenance required by BS EN 12845, BS 9251, BS 9990, BS EN 12101 or the manufacturer, all of which remain the Customer's responsibility to arrange with the installer or a similarly qualified organisation unless expressly quoted, and it does not include flow, pressure, pump-start or hydrostatic testing unless expressly quoted.

- l) A DSEAR assessment is prepared to assist the Customer as employer in discharging regulation 5 of the Dangerous Substances and Explosive Atmospheres Regulations 2002 and article 9(2) of the Order. It relies on the inventory, process, ventilation and equipment information supplied by the Customer, which the Customer warrants is complete. Hazardous area classification, equipment selection, marking and the implementation of control and mitigation measures are the Customer's responsibility.
- m) The Customer shall inform MetroFire of any requirement of its insurer, landlord, franchisor or other third party that is to be taken into account in the Services. Unless so notified before the Quotation, the Deliverables are prepared against the legislation, Approved Documents, HM Government fire safety guides and British Standards that MetroFire reasonably considers applicable, and MetroFire does not warrant that they satisfy any third-party requirement.

Part 2 — FIRE DETECTION AND ALARM SYSTEMS

- a) This Part applies where the Services relate to a fire detection and fire alarm system, voice alarm or evacuation alert system designed, installed, commissioned, modified, verified or maintained under BS 5839-1, BS 5839-6, BS 5839-8, BS 5839-9 or BS 8629 (each a "System").
- b) **Allocation of stages.** In accordance with BS 5839-1 clauses 5.6 and 5.7, MetroFire is responsible only for those of the following that are expressly named in the Quotation: (i) design; (ii) installation; (iii) commissioning; (iv) handover; (v) verification; (vi) provision of the zone plan; (vii) interfaces with other systems or facilities. MetroFire will issue a separate certificate for each stage for which it is responsible and no certificate shall be taken as confirming any stage undertaken by others. Where responsibility for any stage or for the zone plan is not defined in the Contract, it shall be deemed to rest with the Customer.
- c) **Category and variations.** The category of System (BS 5839-1 clause 4) shall be that stipulated by the Customer, the enforcing authority, the fire strategy or the insurer. Where MetroFire proposes a category or a variation from BS 5839-1, the Customer shall confirm in writing that it is compatible with the fire strategy for the Site and acceptable to the enforcing authority and insurer before MetroFire proceeds; MetroFire does not warrant such acceptance. All agreed variations will be listed on the relevant certificate and are to be recorded by the Customer in the logbook. Variations instructed by the Customer are at the Customer's risk.
- d) **Acceptance.** On completion of commissioning MetroFire will hand over the System with the documentation for its scope listed in BS 5839-1 clause 38.1 and will ask the Customer to sign an acceptance certificate. Clause 21(e) applies to acceptance.
- e) **User's duties.** From acceptance (or, for existing Systems, from the commencement of any Maintenance Services) the Customer, as premises management under BS 5839-1 Section 8, shall: (i) appoint a single named person to supervise the System and hold the documentation; (ii) check the control and indicating equipment for fault indications at least daily where practicable and otherwise weekly; (iii) carry out and record the weekly test by operating a different manual call point in rotation, notifying any alarm receiving centre before and after; (iv) carry out the monthly generator and battery checks where applicable; (v) keep the logbook up to date and available; (vi) instruct occupants in the use of the System and the avoidance of false alarms; (vii) keep a clear space of 500 mm around and below every detector and keep call points unobstructed; (viii) liaise with anyone altering or redecorating the building so that protection is not compromised; (ix) keep the zone plan, operating instructions and as-fitted drawings up to date; (x) hold the spare call-point elements recommended; (xi) investigate every pre-alarm and false alarm and act on it; and (xii) arrange inspection and servicing at intervals of approximately six months by a competent organisation. MetroFire's certificates and reports do not confirm that these duties have been performed.
- f) **Failure to test or maintain.** Without prejudice to Clause 17, MetroFire shall have no liability for the failure of any System to detect or give warning of fire, or for any loss arising from such failure, to the extent that the Customer has not carried out the duties in paragraph (e), has not arranged periodic servicing at the recommended interval, has not reported a fault, has disabled or isolated any part of the System, or has not implemented a recommendation in a MetroFire report.
- g) **Servicing is not a design review.** A periodic inspection and servicing visit verifies the functionality and serviceability of the existing System in accordance with BS 5839-1 Section 6. It is not a review of the System design, category or extent, nor an audit of conformity with Section 2 of BS 5839-1, and non-conformities that are not apparent from the tests recommended in clause 43 may not be identified. Any observation of non-conformity is given at MetroFire's discretion and is not a representation that all non-conformities have been identified.
- h) **Taking over an existing System.** Where MetroFire takes over the servicing of a System it did not install, it will carry out the special inspection recommended by BS 5839-1 clause 44.1 (chargeable unless included in the Quotation), will report major non-conformities and will supply a logbook where none exists. Rectification of any non-conformity is a separate quotation. The Customer, taking the advice of MetroFire, the enforcing authority and its insurer, decides which non-conformities to rectify. Clause 17 applies to such Systems.
- i) **Emergency call-out.** Where the Quotation includes an emergency call-out service, MetroFire will use reasonable endeavours to attend within the period stated (BS 5839-1 clause 44.2.1 recommends eight hours on a 24-hour basis); this is a target and not a guaranteed service level for the purposes of Clause 15. Where no call-out service is purchased, the Customer acknowledges that this constitutes a variation from BS 5839-1 which it shall record in the logbook, and that it must make its own arrangements for repair of faults or damage. Faults that cannot be rectified on the visit will be reported; interim measures for the safety of occupants are the Customer's responsibility.
- j) **Modifications and works by others.** The Customer shall not, and shall not permit any third party to, extend, modify, reprogram, relocate, disable, connect to, or interfere with a System installed or maintained by MetroFire without MetroFire's prior written agreement. MetroFire's design, installation, commissioning and modification certificates speak only as at their date and only for the work MetroFire carried out. Where any work is carried out by others: (i) responsibility

for the conformity of the modified System rests with the person carrying out that work; (ii) MetroFire's warranty under Clause 4 and any maintenance obligations are suspended in respect of the affected parts until MetroFire has, at the Customer's cost, inspected and re-tested the System to the extent recommended by BS 5839-1; and (iii) MetroFire may decline to continue servicing or certificating the System. All work on a System shall conform to the current edition of BS 5839-1 even where the existing System does not.

- k) **False alarms and unwanted fire signals.** Following handover it is the Customer's responsibility to manage the System and the Site so as to avoid false alarms and unwanted fire signals. The Customer shall: (i) make staff and visiting contractors aware of automatic detectors and the precautions required, including a permit-to-work or detector-protection regime for dusty, steamy or hot work; (ii) notify occupants and any alarm receiving centre before any test or work that may cause an alarm; (iii) attend to building and plant defects that cause unwanted alarms; (iv) record and investigate every false alarm; and (v) bear any charge, levy or cost-recovery fee imposed by a fire and rescue authority, alarm receiving centre or other body for attendance at, or filtering of, unwanted fire signals from the Site, and any loss arising from a fire and rescue authority's non-attendance or call-challenge policy. MetroFire shall not be liable for any alarm caused by MetroFire's testing or servicing where the Customer has not given the notifications in (ii). Investigation of an unacceptable rate of false alarms is chargeable unless included in a maintenance agreement.
- l) **Fire, flood, power loss and disconnection.** The Customer shall notify MetroFire promptly of any fire, flood, lightning strike, prolonged loss of mains supply, or disconnection of the System, and shall not rely on the System until MetroFire (or another competent organisation) has inspected and tested it as recommended by BS 5839-1 clauses 46.2 and 46.3. Such inspection is chargeable.
- m) **Electrical supply and cabling.** Unless expressly included in the Quotation, the provision, certification under BS 7671, labelling and continued safety of the mains supply to the System, its dedicated circuit and isolator, the electrical earthing of the installation, and any containment or cabling not installed by MetroFire are the Customer's responsibility. MetroFire may decline to connect to a supply it considers unsafe.
- n) **Interfaces.** Where the System is interfaced with door-release mechanisms, smoke control, lifts, access control, gas or fuel shut-off, suppression, evacuation alert, building management or other systems, MetroFire is responsible only for the output or input signal at the interface it installs and for its own cause-and-effect programming as documented. The performance of the interfaced system and the category of actuation required under BS 7273-4 are matters for the Customer and the supplier of that system, unless expressly included in the Quotation.
- o) **Remote services.** Where the Quotation includes remote diagnostics, monitoring or configuration, the Customer shall provide and secure the network connection, authorise remote access in writing, and verify (or permit MetroFire to verify) that the System is fully operational after any remote intervention. MetroFire is not responsible for the security or availability of the Customer's network.
- p) **Domestic and HMO systems.** For Grade D, Grade F and other domestic systems under BS 5839-6, the Customer as landlord or Responsible Person is responsible for arranging occupier testing, for access to dwellings, and for the consequences of tampering, removal or covering of devices by occupiers.

Part 3 — EMERGENCY LIGHTING

- a) This Part applies where the Services relate to emergency escape lighting designed, installed, commissioned, verified or maintained under BS 5266-1 and BS EN 50172.
- b) The Customer shall, before design, confirm the evacuation strategy for the Site (immediate evacuation or stay-put), the areas and high-risk tasks to be covered, and supply plans showing escape routes, safety equipment, safety signs and the normal lighting and its controls. The design is prepared on the basis of that information.
- c) On completion MetroFire will carry out the commissioning test, hand over a completion certificate, the drawings and records for its scope, and a logbook, and will instruct the Customer's nominated person in the routine tests. From handover the responsibility for the operation, maintenance and verification of the installation passes to the Customer.
- d) MetroFire will not issue a completion or verification certificate for any installation, or part of an installation, that it did not install unless it has first inspected that installation (chargeable), and any such certificate is limited to the luminaires and circuits actually inspected and tested and to the standard of that inspection.
- e) The Customer shall, as the person with legal responsibility for the installation: (i) appoint a competent person to carry out the monthly function test of every luminaire and exit sign and to check system monitors; (ii) arrange the annual full-rated-duration test and visual inspection of every luminaire, and the five-yearly illuminance verification where applicable; (iii) record all tests, faults and repairs in the logbook and make it available for inspection; (iv) where any part of the installation fails, introduce alternative safety procedures until it is repaired and retested; and (v) replace lamps and clean optics as recommended by the manufacturer.
- f) The Customer acknowledges that the annual duration test discharges the batteries and that the installation will not be fully functional until they have recharged. Unless otherwise agreed, MetroFire will carry out duration tests only when the Customer confirms that the building is empty or at a time of minimal risk, or by testing alternate luminaires; the Customer is responsible for any interim measures.
- g) Batteries, lamps and control gear are consumables for the purposes of Clause 4(e)(v). Replacement batteries will be of the type recommended by the manufacturer or an equivalent conforming to BS 5266-1, and the restored duration can only be confirmed by retest after at least 24 hours on charge, which the Customer shall permit.

Part 4 — PORTABLE FIRE EXTINGUISHERS

- a) This Part applies where the Services relate to the supply, commissioning, maintenance, recharge, extended service, overhaul, removal or disposal of portable fire extinguishers under BS 5306-3, BS 5306-8 and BS 5306-9.
- b) Extinguishers supplied by MetroFire will be commissioned by a competent person before being placed. MetroFire will not commission, and does not accept responsibility for, extinguishers supplied by others unless commissioning of those units is expressly included in the Quotation, and it may refuse to maintain any extinguisher that it considers to be unsafe, of unknown provenance or unsuitable for the hazard.
- c) The scale, type and siting of extinguishers is determined by the Customer's fire risk assessment and BS 5306-8. MetroFire's recommendations as to additional or replacement cover are advice; the Customer, as Responsible Person, decides whether to accept them and bears the consequences of declining. The Customer shall review the extinguisher cover after any change of use, layout or hazard and shall provide MetroFire with the fire risk assessment at the time of maintenance.
- d) The Customer shall ensure that a planned maintenance programme is in place: basic service at least every twelve months; extended service every five years (ten years for primary-sealed powder) with discharge test and media replacement; overhaul of CO2 and clean-agent extinguishers every ten years; recharge after any use; each with a tolerance of one month. MetroFire's obligation is to carry out the service instructed on the date attended; the Customer is responsible for instructing the next service and for the interval between visits.
- e) The Customer shall carry out and record a visual inspection of every extinguisher at least monthly to check that it is in place, unobstructed, visible, undamaged, unused, with legible instructions, pressure gauge in the green zone and tamper indicator intact, and shall report any discrepancy to MetroFire.
- f) Extinguishers that are discharged, used, damaged, missing, relocated or removed by any person other than MetroFire are the Customer's responsibility to report and replace; the provision on Site shall not be allowed to fall below the minimum required by the fire risk assessment and BS 5306-8. MetroFire shall not be liable for any shortfall in cover between service visits.
- g) Where an extinguisher is found to be unsafe or unfit for service it will be condemned, made safe, removed from its designated place and marked accordingly. The Customer shall accept and pay for a replacement of equivalent or suitable type at MetroFire's quoted price, or shall arrange its own replacement without delay; MetroFire shall have no liability for the absence of cover where the Customer declines a replacement.
- h) For extended service, discharge tests and training discharges, the Customer shall provide a suitable location and, where required, consent for discharge to the foul drain; media containing fluorinated compounds (PFAS), foam concentrates, powder and other media subject to environmental controls will not be discharged to drain or ground and will be contained and removed for disposal at the Customer's cost. Replacement media, cartridges and refills are chargeable.
- i) The Customer (or its representative) shall acknowledge the written maintenance report at the end of each visit; where the Site is unmanned or no representative is available the reason will be recorded and the report shall be deemed received. The report constitutes the record of the Services and the Customer shall enter the relevant information in its fire logbook.
- j) Removal and disposal of condemned, end-of-life or surplus extinguishers and media is included only where stated in the Quotation and is subject to Clause 23. Disposal of halon, PFAS-containing foam, and any extinguisher whose contents cannot be identified is subject to a separate quotation.

Part 5 — FIRE DOORS AND PASSIVE FIRE PROTECTION

- a) This Part applies where the Services relate to the inspection, maintenance, repair, upgrade or replacement of fire-resisting door assemblies, and to fire-stopping and other passive fire protection.
- b) Fire resistance is a property of a complete door assembly (leaf, frame, seals, glazing and essential hardware) as tested to BS 476-22 or BS EN 1634-1, or as assessed by a competent person on the basis of test evidence, and not of any component in isolation. A MetroFire door inspection reports the condition, configuration and apparent suitability of the assembly against the indicators in BS 8214 and the manufacturer's information where available. Where no test evidence, certification, label or manufacturer's data exists for a door, MetroFire cannot and does not certify or warrant its fire resistance and will describe it as "nominal" or "unverified".
- c) Remedial works are constrained by the door's test evidence and the manufacturer's instructions. Minor repairs will be undertaken only where permitted by the manufacturer's data or accepted industry practice; where damage exceeds that, BS 8214 requires replacement of the leaf and/or frame (and, for a pair of doors, both leaves). The Customer accepts that: (i) a quotation for repair is provisional until the door is examined in detail and may be converted to a quotation for replacement; (ii) seals, hardware and glazing will be replaced only with items of the same specification as the tested assembly or as permitted by the manufacturer; (iii) where compatible components are unavailable MetroFire may recommend replacement of the assembly; and (iv) MetroFire shall have no liability for the performance of an assembly the Customer has elected to retain or repair against MetroFire's advice.
- d) The routine checking of fire doors is the Responsible Person's duty (BS 8214 clause 13.1; article 17 of the Order), including for buildings containing two or more sets of domestic premises above 11 m the quarterly checks of communal doors and the best endeavours annual checks of flat entrance doors, the associated records, and the provision of fire-door information to residents (regulation 10 of the Fire Safety (England) Regulations 2022). A MetroFire inspection is a snapshot on the date of inspection and does not discharge those duties unless a specific regulation is listed in the Quotation as a contracted Service; reporting to residents and the fire and rescue authority remains the Customer's.

- e) The Customer shall arrange access to every door to be inspected, including notice to residents and occupiers. Doors to which access is not obtained will be recorded as not inspected; MetroFire will provide its record of attempts for the Customer's records under regulation 10(5) of the 2022 Regulations, and Clauses 7(n) and 9 apply to abortive attendance.
- f) Where the Site is a listed building, in a conservation area, or subject to a lease, tenancy, planning condition or covenant, the Customer shall obtain any listed building consent, planning permission, landlord or freeholder consent and heritage approval required for door or passive works before instructing them. MetroFire will advise where a tested upgrade is not available for a heritage door; the residual risk of retaining such a door is the Customer's.
- g) Where the Quotation includes fire-stopping remedial works, MetroFire will use tested or assessed systems appropriate to the substrate and service as disclosed and visible. MetroFire's record of works relates only to the seals it installs on the date of installation. Any subsequent penetration, alteration or damage by others invalidates that record for the affected seal. MetroFire does not thereby certify the fire resistance of the wall, floor or compartment line as a whole.
- h) The Customer shall supply any fire-door schedules, certificates, labels and regulation 38 information it holds. MetroFire's door schedule is a record of its survey and is not the manufacturer's certification.

Part 6 — MONITORING, REMOTE SIGNALLING AND KEY-HOLDING

- a) Where a System incorporates a facility for the automatic transmission of fire or fault signals to an alarm receiving centre ("ARC"), MetroFire's responsibility is limited to the supply, installation and connection of the alarm transmission equipment named in the Quotation and the confirmation at commissioning or service that a test signal is received.
- b) Unless MetroFire expressly contracts to provide monitoring, the monitoring agreement is between the Customer and the ARC or signalling-service provider. MetroFire is not responsible for: the ARC's conformity to BS EN 50518 or BS 9518 or its agreement with the fire and rescue authority; the ARC's call-handling, filtering or call-back procedures; the availability, performance or migration of any telephone line, broadband, mobile, IP or radio path (including on the withdrawal of analogue telephone services); any charge levied by the ARC or signalling provider; or the fire and rescue authority's response policy.
- c) The Customer shall: (i) provide the ARC with all relevant information about the Site, including whether it contains sleeping accommodation, and keep the key-holder and contact list current; (ii) notify the ARC before and after every test or work that could generate a signal; (iii) keep the false-alarm notice displayed at the control equipment; (iv) provide and maintain the power supply and secure connections for any IP routing equipment; and (v) ensure that occupants understand that the primary means of summoning the fire and rescue service in an occupied building is a 999 call.
- d) MetroFire does not provide key-holding, alarm-response or guarding services. Keys are held subject to Clause 24.

Part 7 — TRAINING

- a) Training is delivered to the syllabus, duration and maximum numbers stated in the Quotation. The Customer is responsible under articles 15 and 21 of the Order for deciding which persons require training, the level and frequency of refresher training, the nomination of fire wardens and competent persons, the conduct of fire drills, and for taking employees' capabilities into account when allocating fire-related duties.
- b) Attendance at, or completion of, a MetroFire course does not of itself constitute the attendee "competent" for any statutory purpose and is not a warranty of the attendee's future conduct. MetroFire will issue an attendance register and, where applicable, certificates of attendance; the Customer shall retain them as part of its records under article 11(2) of the Order. MetroFire retains a copy as controller under Clause 35.
- c) For practical extinguisher training the Customer shall provide a safe, ventilated area (normally outdoors), any permits or landlord consent, and accept the residue of discharged media; attendees participate at the Customer's risk, and the Customer shall inform MetroFire of any attendee with a relevant health condition.
- d) Where training relates to the operation of a System installed by MetroFire, it satisfies the handover instruction recommended by BS 5839-1 or BS 5266-1 only for the persons who attend; the Customer shall cascade instruction to other relevant occupants.

SCHEDULE 2 — CONSUMER TERMS

Application. This Schedule applies where the Customer is a Consumer. Where this Schedule conflicts with the main Terms and Conditions, this Schedule prevails. The Consumer Rights Act 2015 ("CRA") and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("CCRs") apply, and nothing in the Contract excludes or restricts any right or remedy the Customer has under them.

1. **Who we are.** MetroFire Protection Ltd, company number 15702883, registered office 71–75 Shelton Street, Covent Garden, London WC2H 9JQ; telephone 0208 059 4836; email info@metrofire.co.uk. VAT number 489 8303 36.
2. **Our statutory obligations.** Goods we supply will be of satisfactory quality, fit for purpose and as described (CRA ss.9–11). Services will be performed with reasonable care and skill (CRA s.49), within a reasonable time if no time is agreed (s.52), and for a reasonable price if no price is agreed (s.51). Anything we say or write to you about the Services on which you rely in deciding to instruct us is a term of the Contract (s.50). If Services are not performed with reasonable care and skill you may require repeat performance or, where that is impossible or not done within a reasonable time, a price reduction (ss.54–56). If goods do not conform you have the short-term right to reject within 30 days, and rights to repair or replacement and thereafter to a price reduction or final right to reject (ss.19–24).
3. **Clauses that do not apply to Consumers.** The following provisions of the main Terms and Conditions do not apply to you: Clauses 4(g), 4(h) and 4(i) so far as they exclude or restrict CRA rights; 5(h) (indemnity); 7(e)(i) so far as it refers to the Late Payment of Commercial Debts (Interest) Act 1998 (interest on late payment by a Consumer is 4% per annum above the Bank of England base rate); 7(f) (deemed acceptance of invoices); 7(i)(ii) (price increases — instead, if our costs rise before we deliver we will tell you and you may cancel without charge for the affected items); 7(k) and 7(d) so far as they prevent you from exercising a statutory right of set-off; 8 (Construction Act payments and adjudication — unless you agree in writing after a dispute has arisen to adjudicate); 20(c) so far as it prevents you from sharing a report with your landlord, freeholder, managing agent, insurer or a fire authority for the purpose for which it was prepared; 22(b) (automatic renewal); 27(b), 27(e), 27(f), 27(h), 27(k) and 27(l) except as modified by paragraph 9 below; 31(b)(i) (we will give you at least 14 days' written notice to pay before suspending or terminating for late payment); 31(e)(v); 38 (non-solicitation); 9(f) so far as it would exclude our liability to you for failing to re-attend, and 9(g); 14(i) so far as it would allow us to withdraw and keep money for work we have not done; 19(e) and 19(h) so far as they would exclude or restrict your rights under the CRA; and 42(b) so far as it would exclude liability for misrepresentation.
4. **Accepting online, by app or by message.** You may accept our quotation and these terms electronically — in our portal or app, by electronic signature, or by replying by email or message — and doing so creates a contract in the same way as signing on paper. Before you accept we will make these terms available to you in a form you can read, save and print. After you accept we will send you confirmation of the contract on a durable medium (normally by email, which you can keep), including the information the Consumer Contracts Regulations require, and we will do so within a reasonable time and in any event before we start work or deliver goods. If you accept by a means that does not allow us to give you all of that information at the time, we will send it to you by email before we begin. Nothing you do electronically affects your right to cancel under paragraph 5 below.
5. **Your right to cancel (off-premises and distance contracts).** If the Contract was made at your home or another place that is not our business premises, or entirely by post, telephone, email or online, you have the right to cancel it within 14 days without giving any reason. The cancellation period ends 14 days after the day on which the Contract is made (for services) or, for goods, 14 days after the day on which you (or a person you nominate) receive the goods (or the last of them). To cancel, tell us clearly in writing (letter or email to the address above); you may use the model cancellation form below but need not. If you cancel, we will reimburse all payments received from you, including standard delivery costs, within 14 days, using the same means of payment you used, subject to paragraphs 6 and 7. This applies to any deposit or advance payment you have made, including where we have asked you to pay all or part of the price before we start.
6. **Services started during the cancellation period.** If you want us to begin the Services within the cancellation period you must ask us to do so expressly, in writing (an email or ticking the box on our acceptance form is sufficient). If you then cancel, you must pay us an amount proportionate to what has been performed up to the time you told us you were cancelling, compared with the full Contract. If the Services have been fully performed within the cancellation period at your express request, and you acknowledged that you would lose your right to cancel once they were fully performed, you will lose the right to cancel.
7. **Exceptions.** You do not have the right to cancel: goods made to your specification or clearly personalised (for example, fire doors manufactured to size, or equipment configured to order); or a visit you have specifically requested for urgent repairs or maintenance (although any additional services or goods supplied on that visit, beyond the urgent work and the parts needed for it, remain cancellable).
8. **Returning goods.** If you cancel a contract for goods you must return them to us, or allow us to collect them, within 14 days of telling us you are cancelling. You must pay the direct cost of returning the goods unless we agreed to collect them. You are liable for any diminished value of the goods resulting from handling beyond what is necessary to establish their nature, characteristics and functioning. We may deduct that amount from your refund.
9. **Our liability to you.** We do not exclude or limit our liability for death or personal injury caused by our negligence, for fraud, for breach of your rights under the CRA, or for any other liability that the law does not allow us to limit. Subject to that, and because fire safety measures reduce but cannot eliminate the risk of fire and you are responsible for insuring your home and property, we are not responsible for: (a) loss or damage that was not foreseeable to both of us when the Contract was made; (b) loss caused by your failure to act on the recommendations in our report, or to maintain, test or use equipment as instructed; (c) losses arising from business activities (if you use our Services for business purposes, the main Terms and Conditions apply in full); and (d) any loss to the extent that it exceeds £500,000 for any one Contract,

which is the level of insurance we carry for this type of work; if you require a higher limit, please ask us before instructing us and we will quote for it.

10. **Cancellation and abortive visit charges.** If you cancel or postpone an agreed visit at short notice, or we attend and cannot carry out the work for reasons within your control, we may charge you a reasonable sum reflecting our wasted time and any costs we cannot recover, not exceeding the amounts in Clause 7(n). This does not affect your 14-day right to cancel under paragraph 5. If we attend and cannot do the work for a reason that is your responsibility, we may charge you for that visit and we may ask you to pay a further charge before we come back. We will tell you what that charge is before you commit to it, it will be no more than a reasonable reflection of the cost of the return visit, and we will agree a new date with you once it is paid. If the visit could not go ahead because of something we did, or for reasons outside either of our control, there is no charge and we will return at no extra cost.
11. **Reports.** Our reports are prepared for you, for your premises and for the purpose stated in them, on the basis of a visual inspection on the day. They are not updated after issue. They may be shared with your landlord, freeholder, managing agent, insurer, the fire and rescue authority and contractors quoting for recommended work, but those persons may not rely on them against us. We prepare our quotations and carry out our work using the information you give us and any report or document prepared by someone else that you pass to us. We do not check that someone else's report is correct, complete or prepared by a competent person, and we are not responsible for mistakes in it. If what we find at your property turns out to be materially different from what we were told, we will explain the position and give you a revised quotation, which you are free to decline; you will only pay for the work we have actually done. Nothing in this paragraph affects your rights under the Consumer Rights Act 2015.
12. **Automatic renewal.** A maintenance or servicing contract with a Consumer will not renew automatically. We will contact you before it expires to ask whether you wish to renew.
13. **Complaints and disputes.** If you have a complaint, please contact us at the address above and we will try to resolve it promptly. You may bring proceedings in the courts of England and Wales (or, if you live in Scotland or Northern Ireland, the courts there). We are not currently a member of an alternative dispute resolution scheme, but we will consider mediation if requested.

MODEL CANCELLATION FORM (complete and return this form only if you wish to cancel the contract)

To: MetroFire Protection Ltd, 71–75 Shelton Street, Covent Garden, London WC2H 9JQ; email info@metrofire.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*] / for the supply of the following service [*], ordered on [*] / received on [*]. Name of consumer(s): Address of consumer(s): Signature of consumer(s) (only if this form is notified on paper): Date: [*] Delete as appropriate.

Express request to begin services within the cancellation period: ☐ I expressly request MetroFire Protection Ltd to begin the services during the 14-day cancellation period. I understand that if I cancel after work has begun I must pay for the work done up to the time I cancel, and that once the services have been fully performed I will no longer have the right to cancel.

SCHEDULE 3 — TERMS ACCEPTANCE FORM AND PERSONAL GUARANTEE

To be completed on account opening or on first instruction and returned to info@metrofire.co.uk. A completed form governs every subsequent Contract (Clause 3(d)).

Governing terms. The Customer confirms that it has received and read MetroFire's Standard Terms and Conditions version 1.3 dated 18 September 2026 and agrees that they (as updated by MetroFire from time to time under Clause 3(e)) shall govern every contract between the Customer and MetroFire from the date of this form, whether or not referred to in any later quotation, order or correspondence, and shall prevail over any terms in any purchase order or other document issued by the Customer.

Customer details. Legal name: Company / charity number: Registered office: Trading address: Address for notices: Email for notices: Accounts contact and email: VAT number: CIS status: ☐ end user ☐ intermediary supplier ☐ contractor ☐ not applicable. Consumer (individual not acting in the course of business)? ☐ Yes ☐ No. Acting as agent for another person? ☐ No ☐ Yes — principal:

Site information. Is any Site a Higher-Risk Building under Part 4 of the Building Safety Act 2022? ☐ No ☐ Yes. Does any Site contain flats or other residential premises? ☐ No ☐ Yes. Is any Site a Hazardous Location (Clause 17(p))? ☐ No ☐ Yes. Was any Site constructed or refurbished before 2000 (asbestos register to be supplied under Clause 12(e))? ☐ No ☐ Yes.

Signed for the Customer by a person with authority to bind it: Name: Position: Signature: Date: A typed name, an email signature block, or an Electronic Acceptance given in MetroFire's portal or app or through an electronic signature platform is a signature for this purpose (Clauses 3(i) and 45(e)).

Electronic acceptance (alternative to signing above). This form may instead be accepted electronically. If you have been sent a link, tick the acceptance box in MetroFire's portal or app or in the electronic signature platform, or reply to the email enclosing this form with the words "I accept the Standard Terms and Conditions version 1.3 on behalf of [Customer name]", stating your name and position. MetroFire's record of that acceptance is evidence of it under Clause 3(k). A personal guarantee, if required, must be signed separately by the individual guarantor and cannot be given electronically on behalf of the Customer.

Consumers only — express request: ☐ I expressly request MetroFire Protection Ltd to begin the services during the 14-day cancellation period (see Schedule 2, paragraph 5).

PERSONAL GUARANTEE (optional — to be completed only where MetroFire requires it). In consideration of MetroFire Protection Ltd ("MetroFire") supplying goods and services on credit to (company number) (the "Customer"), I, ... of (home address), being a director/member of the Customer, personally and unconditionally guarantee to MetroFire the due and punctual payment of all sums now or in future owing by the Customer to MetroFire under any contract, together with interest and costs, and agree to pay them on demand if the Customer does not. This guarantee is a continuing security; is not discharged by any time, indulgence, variation or release given to the Customer, or by the Customer's insolvency; may be terminated by me only by three months' written notice to MetroFire, and then only as to liabilities arising after the notice expires; and is governed by English law. I confirm that I sign this guarantee in my personal capacity, that I have had the opportunity to take independent legal advice, and that my liability under it shall not exceed £..... plus interest and costs.

Signed (personal signature): Date: Witness name, address and signature:

— End of document —