

FIRST FIRE GROUP
TERMS AND CONDITIONS

1 Interpretation

1.1 The following definitions and rules of interpretation apply in these Conditions.

Definitions:

"Additional Work"	any work performed by the Relevant FFG Company during a visit to the Customer's premises (in particular any repair, replacement, alterations and additions to the Customer's systems, installations and equipment) and which is not included in the Services.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Charges"	the charges payable by the Customer for the supply of the Services in accordance with clause 7 (Charges and Payment).
"Commencement Date"	has the meaning given in clause 2.3.
"Conditions"	these terms and conditions as amended from time to time in accordance with clause 12.5.
"Contract"	the contract between the relevant company in the FFG and the Customer for the supply of Services in accordance with these Conditions, the Quotation and if applicable the Schedule of Daywork Rates.
"Customer"	the person or firm who purchases Services from the Relevant FFG Company.
"Customer Default"	has the meaning set out in clause 6.3.
"Data Protection Legislation"	all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).
"Deliverables"	the deliverables set out in the Quotation (including where applicable the Parts) and any other documents, products and materials provided by the Relevant FFG Company to the Customer in relation to the Services excluding the FFG Materials.

"FFG"	the First Fire group comprising FFP and its subsidiary FFS
"FFP"	First Fire Protection Limited registered in England and Wales with company number 01747429
"FFG Materials"	has the meaning set out in clause 6.1.8.
"FFS"	First Fire Services Limited registered in England and Wales with company number 02024084
"Parts"	all components and equipment (if any) supplied by the Relevant FFG Company to the Customer in the course of the provision of the Services excluding the FFG Materials.
"Quotation"	the quotation document sent to the Customer setting out the Customer's order for Services and FFG's quotation in respect thereof or any subsequent Renewal Quotation (as applicable) which shall identify which company in the FFG will be providing the Services.
"Relevant FFG Company"	either FFP or FFS being the company in the FFG which enters into the Contract with the Customer
"Renewal Quotation"	the quotation sent from time to time by the Relevant FFG Company in respect of service work.
"Services"	the services, including the Deliverables, supplied by the Relevant FFG Company to the Customer as set out in the Quotation.
"Schedule of Daywork Rates"	FFG's schedule of daywork rates at emergency call out rates for labour as notified to the Customer from time to time.
"Year"	the period of 12 consecutive months, commencing on the Commencement Date and each consecutive period of 12 months thereafter.

1.2 Interpretation:

- 1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3 A reference to **writing** or **written** includes email.

2 Basis of Contract

- 2.1 The Quotation constitutes an offer by the Relevant FFG Company to provide Services in accordance with these Conditions and the terms and conditions set out in the Quotation.

- 2.2 If there is any conflict between the provisions of these Conditions and the provisions of the Quotation, the provisions of the Quotation shall prevail.
- 2.3 The Quotation shall be deemed to be accepted either when the Customer signs and delivers the Quotation back to the Relevant FFG Company or when the Customer sends a purchase order to the Relevant FFG Company requesting that the Relevant FFG Company commences work (whichever is earlier) at which point and on which date the Contract shall come into existence or as otherwise agreed between the parties in writing (**Commencement Date**).
- 2.4 Any samples, drawings, descriptive matter or advertising issued by any company in the FFG, and any descriptions or illustrations contained in FFG 's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions and the Quotation apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, including those which are implied by trade, custom, practice or course of dealing.
- 2.6 The Quotation given by the relevant company in the FFG is only valid for a period of 30 days from its date of issue.

3 Supply of Services

- 3.1 The Relevant FFG Company shall supply the Services to the Customer in accordance with the Quotation in all material respects.
- 3.2 The Relevant FFG Company shall use all reasonable endeavours to meet any performance dates specified in the Quotation or otherwise agreed with the Customer in writing, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Relevant FFG Company reserves the right to amend the Quotation if necessary to comply with any applicable law or regulatory requirement, if the amendment will not materially affect the nature or quality of the Services, and the Relevant FFG Company shall notify the Customer in any such event.
- 3.4 The Relevant FFG Company warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.5 Except as expressly stated in these Conditions and the Quotation, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including satisfactory quality, fitness for purpose and suitability) are hereby excluded to the fullest extent permitted by law.
- 3.6 Where Services or Additional Work include the replacement and/or testing of gas extinguishing or suppression systems, a simulated discharge of such system will only be performed with the gas release system having been isolated to ensure correct electrical and mechanical operation of the automatic release system only and this will not include a "live" test of the system. After the test or system replacement has been completed by FFG's engineer, the engineer will reinstate the gas or suppression release system. The Customer must then immediately check and confirm in writing to the engineer that the gas release or suppression system has been fully reinstated following the test. The Company will accept no responsibility for any loss as a result of the Customer failing to disarm or reinstate the system.

4 Additional Work

- 4.1 Subject to clauses 4.2 and 4.3, if, during a site visit by FFG's engineer it is identified that Additional Work is required, such Additional Work shall be agreed by FFG's on-site engineer and the Customer (or its representative) who shall sign the engineer's report sheet which shall set out the agreed Additional Work.
- 4.2 If requested by the Customer a written quotation for the Additional Work will be provided and the Relevant FFG Company will require written instructions confirming that the Additional Work is required and accepted by the Customer before any Additional Work is put in hand.
- 4.3 The Relevant FFG Company reserves the right (but is not obliged) to perform any Additional Work which it deems immediately necessary on the grounds of health and safety, without the prior written consent of the Customer and the Customer shall be responsible for all costs incurred.
- 4.4 All Additional Work shall be invoiced following such work and in accordance with the Schedule of Daywork Rates and shall be payable within 28 days of the date of the relevant invoice.

5 Parts

- 5.1 The Customer acknowledges that the Relevant FFG Company supplies Parts from third party manufacturers and as such and except as provided in these Conditions and to the extent provided by law, the Relevant FFG Company provides no warranties in relation to the Parts.
- 5.2 The Customer shall be responsible for ensuring that the Parts are sufficient and suitable for the Customer's purposes and the Relevant FFG Company shall have no liability to the Customer in the event that the Parts are not sufficient and suitable for the Customer's purposes.
- 5.3 Parts shall be invoiced upon their delivery to the Customer and invoices are payable either as detailed in Quotation under the heading Terms of Payment or as otherwise notified to the Customer. The Customer shall make payment to the Relevant FFG Company which has issued the invoice.
- 5.4 Subject to the Customer having made payment in full in respect of any Parts, the Relevant FFG Company warrants such Parts in the same terms as the relevant warranty provided by the manufacturer to the Relevant FFG Company, details of which are available on request from the Relevant FFG Company PROVIDED THAT:
 - 5.4.1 any defect in the Parts shall be discovered within the manufacturer's guarantee period;
 - 5.4.2 at the time of any claim against such a warranty (**warranty claim**) the Customer is not in any breach of the terms of this Contract and no payments owing to the Relevant FFG Company remain outstanding;
 - 5.4.3 a warranty claim under this clause 5.4 shall have been received by the Relevant FFG Company in writing within 7 days of the discovery of the defect or failure; and
 - 5.4.4 the Relevant FFG Company shall not be liable for the Parts' failure to comply with the warranty in clause 5.4 if:
 - 5.4.4.1 the relevant Parts have not been supplied and installed solely by the Relevant FFG Company;

- 5.4.4.2 the Customer makes any further use of such Parts after giving a notice in accordance with clause 5.4.3;
 - 5.4.4.3 the defect arises because the Customer failed to follow the Relevant FFG Company's oral or written instructions or the written instructions of the relevant manufacturer of the Parts as to the storage, installation, use or maintenance of the Parts;
 - 5.4.4.4 the Customer or any third party alters or repairs such Parts without the written consent of the Relevant FFG Company;
 - 5.4.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - 5.4.4.6 the failure is due to an interruption or surge in electrical power; or
 - 5.4.4.7 the Parts differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards or to comply with the Customer's requirements.
- 5.5 The risk in the Parts shall pass to the Customer on delivery save that if the Customer wrongly refuses or delays in taking or accepting delivery then risk shall pass to the Customer on the date that the delivery should reasonably have taken place.
- 5.6 Title in the Parts shall remain with the Relevant FFG Company and shall not pass to the Customer until payment in full (in cash or cleared funds) of the price of the Parts and Services supplied and all other sums due by the Customer to the Relevant FFG Company at the date of delivery of the Parts (whether under this Contract or otherwise).
- 5.7 Until title in the Parts has passed to the Customer, the Customer shall:
- 5.7.1 not remove, deface or obscure any identifying mark or packaging on or relating to the Parts;
 - 5.7.2 maintain the Parts in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 5.7.3 notify the Relevant FFG Company immediately if it becomes subject to any of the events listed in clause 10.1; and
 - 5.7.4 give FFP such information relating to the Parts as the Relevant FFG Company may require from time to time.
- 5.8 If before title to the Parts passes to the Customer the Customer becomes subject to any of the events listed in clause 10.1, then, without limiting any other right or remedy the Relevant FFG Company may have:
- 5.8.1 the Customer's right to use the Parts shall cease; and
 - 5.8.2 the Relevant FFG Company may at any time:
 - 5.8.2.1 require the Customer to deliver up the Parts in its possession; and
 - 5.8.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Parts are stored in order to recover them.

6 Customer's Obligations

- 6.1 The Customer shall:
- 6.1.1 ensure that the terms of the Quotation provide a complete and accurate description of the Services required;
 - 6.1.2 co-operate with the Relevant FFG Company in all matters relating to the Services;
 - 6.1.3 provide the Relevant FFG Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Relevant FFG Company;
 - 6.1.4 provide the Relevant FFG Company with such information and materials as the Relevant FFG Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 6.1.5 prepare the relevant premises where the work will be carried out , including but not limited to the supply of power, lighting and water, for the supply of the Services;
 - 6.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 6.1.7 comply with all applicable laws, including health and safety laws;
 - 6.1.8 keep all materials, equipment, documents and other property of the Relevant FFG Company (**FFG Materials**) at the relevant premises where the work will be carried out in safe custody at its own risk, maintain FFG Materials in good condition until returned to the Relevant FFG Company, and not dispose of or use the FFG Materials other than in accordance with FFP's written instructions or authorisation; and
 - 6.1.9 comply with any additional obligations as set out in the Quotation.
- 6.2 The Customer must give at least one full week's notice of cancellation of a performance date. If the Customer shall give less notice then the Relevant FFG Company reserves the right to invoice the Customer for any wasted time incurred by it (which shall include but not be limited to the loss which the Relevant FFG Company has incurred as a result of not being able to schedule its staff on other jobs due to the late notice).
- 6.3 If the Relevant FFG Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 6.3.1 without limiting or affecting any other right or remedy available to it, the Relevant FFG Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Relevant FFG Company's performance of any of its obligations;
 - 6.3.2 FFP shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Relevant FFG

Company's failure or delay to perform any of its obligations as set out in this clause 6.3; and

- 6.3.3 the Customer shall reimburse the Relevant FFG Company on written demand for any costs or losses sustained or incurred by the Relevant FFG Company arising directly or indirectly from the Customer Default.

7 Charges and Payment

- 7.1 The Charges and payment terms for the Services shall be as set out in the Quotation.
- 7.2 The Relevant FFG Company reserves the right to increase the Charges if:
- 7.2.1 the scope of Services provided for in the Quotation is varied including, but not limited to, any repairs or replacements necessary to the equipment being attended to under the Services;
- 7.2.2 the Customer hinders the Relevant FFG Company's ability to perform the Services in any way which leads to increased labour charges;
- 7.2.3 the Relevant FFG Company's costs of providing the Services increase in connection with a change in any applicable law; or
- 7.2.4 the drawings and specifications supplied by the Customer and referred to in the Quotation are in any way incorrect.
- 7.3 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Relevant FFG Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Relevant FFG Company, pay to the Relevant FFG Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 7.4 If the Customer fails to make a payment due to the Relevant FFG Company under the Contract by the due date, then, without limiting the Relevant FFG Company's remedies under clause 10, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.4 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.
- 7.5 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8 Data Protection and Data Processing

- 8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 8, **Applicable Laws** means (for so long as and to the extent that they apply to the Relevant FFG Company) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means any Data Protection Legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.
- 8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Relevant FFG Company is the data processor

(where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

- 8.3 Without prejudice to the generality of clause 8.1 the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Relevant FFG Company for the duration and purposes of the Contract.
- 8.4 Without prejudice to the generality of clause 8.1 the Relevant FFG Company shall, in relation to any Personal Data processed in connection with the performance by the Relevant FFG Company of its obligations under the Contract:
- 8.4.1 process that Personal Data only on the written instructions of the Customer unless the Relevant FFG Company is required by Applicable Laws to otherwise process that Personal Data. Where the Relevant FFG Company is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Relevant FFG Company shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Relevant FFG Company from so notifying the Customer;
- 8.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 8.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 8.4.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- 8.4.4.1 the Customer or the Relevant FFG Company has provided appropriate safeguards in relation to the transfer;
- 8.4.4.2 the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
- 8.4.4.3 the Relevant FFG Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- 8.4.4.4 the Relevant FFG Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

- 8.4.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 8.4.6 notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - 8.4.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - 8.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 8.
- 8.5 The Customer consents to the Relevant FFG Company appointing electrical sub-contractors (to provide the Services), and accountants and IT support providers (for accounting and invoicing purposes), in connection with the Services, each as a third-party processor of Personal Data under this agreement. The Relevant FFG Company confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 8. As between the Customer and the Relevant FFG Company, the Relevant FFG Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 8.
- 8.6 The Relevant FFG Company may, at any time on not less than 30 days' notice, revise this clause 8 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

9 Limitation of Liability

- 9.1 The Relevant FFG Company has obtained insurance cover, details of which are available upon request. The limits and exclusions in this clause reflect the insurance cover the Relevant FFG Company has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 9.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 9.2.1 death or personal injury caused by negligence;
 - 9.2.2 fraud or fraudulent misrepresentation; and
 - 9.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.3 Where the Services comprise the design of a system then the Relevant FFG Company shall have no liability whatsoever if the person who install the system shall not follow absolutely the design prepared by the Relevant FFG Company.
- 9.4 Subject to clause 9.2, the Relevant FFG Company's total liability to the Customer shall not exceed £100,000. The Relevant FFG Company's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 9.5 This clause 9.5 sets out specific heads of excluded loss:

- 9.5.1 Subject to clause 9.2, the types of loss listed in clause 9.5.2 are wholly excluded by the parties in relation to any claims against the Relevant FFG Company arising out of or in connection to the Contract.
- 9.5.2 The following types of loss are wholly excluded:
- 9.5.2.1 loss of profits;
 - 9.5.2.2 loss of sales or business;
 - 9.5.2.3 loss of agreements or contracts;
 - 9.5.2.4 loss of anticipated savings;
 - 9.5.2.5 loss of use or corruption of software, data or information;
 - 9.5.2.6 loss of or damage to goodwill; and
 - 9.5.2.7 indirect or consequential loss.
- 9.6 Unless the Customer notifies the Relevant FFG Company that it intends to make a claim in respect of an event within the notice period, the Relevant FFG Company shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire one month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 9.7 This clause 9 shall survive termination of the Contract.

10 Renewal and Termination

- 10.1 A Renewal Quotation will be sent to the Customer not less than one month before the expiry of a Contract concerning annual maintenance/service. If the Customer does not renew the Contract in writing then FFG shall be under no obligation to provide any servicing after the current Contract expires. For the avoidance of doubt, the Conditions shall apply to any Renewal Quotation (unless otherwise agreed between the parties in writing)
- 10.2 Save for the rights set out elsewhere in these conditions the Customer shall have no right to terminate the Contract if it is for annual maintenance/service.
- 10.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 10.3.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen days of that party being notified in writing to do so;
 - 10.3.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 10.3.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

- 10.3.4 the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.4 Without affecting any other right or remedy available to it, the Relevant FFG Company may terminate the Contract with immediate effect or suspend delivery of the relevant Service by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 10.5 Without affecting any other right or remedy available to it, the Relevant FFG Company may suspend the supply of Services under the Contract or any other contract between the Customer and the Relevant FFG Company if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 10.3.2 to clause 10.3.4, the Relevant FFG Company reasonably believes that the Customer is about to become subject to any of them, or the Relevant FFG Company believes in its reasonable opinion that there is a breach of health and safety legislation in relation to a premises at which the Relevant FFG Company is engaged to provide the Services.

11 Consequences of Termination

- 11.1 On termination of the Contract:
- 11.1.1 the Customer shall immediately pay to the Relevant FFG Company all of the Relevant FFG Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Relevant FFG Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 11.1.2 the Customer shall return all of the FFG Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Relevant FFG Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12 General

12.1 Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control including without limitation acts of God, flood, natural disaster, epidemic or pandemic, collapse of buildings, fire, explosion or accident, non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause). If the period of delay or non-performance continues for six weeks, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party. Any such termination shall not affect the rights of the parties that accrued prior to termination including without limitation the right to payment for all

Services provided and payment for any Parts already supplied to the Customer or Parts ordered by the Relevant FFG Company which it will not be able to use on a different contract within 3 months.

12.2 Assignment and Other Dealings

12.2.1 The Relevant FFG Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

12.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Relevant FFG Company.

12.3 Confidentiality

12.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3.2.

12.3.2 Each party may disclose the other party's confidential information:

12.3.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and

12.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.4 Entire Agreement

12.4.1 Save as otherwise provided in these Conditions or otherwise agreed in writing by both parties, the Contract and the documents referred to therein constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

12.5 Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing by the parties (or their authorised representatives).

12.6 Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.8 Notices

12.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Quotation.

12.8.2 Any notice or communication shall be deemed to have been received:

12.8.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

12.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

12.8.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.8.2.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

12.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.9 Third Party Rights

12.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.9.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.10 Governing Law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

12.11 Jurisdiction

Each party irrevocably agrees, for the sole benefit of the Relevant FFG Company that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation. Nothing in this clause shall limit the right of the Relevant FFG Company to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.