Swift Doors Ltd
General Terms for the supply of Goods and Services.

These Terms set out the relationship between you and Swift Doors Ltd

The Terms are divided into Sections: the first applies to all contracts with us (these General Terms) and there are further terms for specific services (Specific Terms). This means that you will only be given those additional terms that apply to your particular contract with us.

1. Definitions
1.1. So as to be clear, the following words shall have the following meanings:
Charges: the charges arising under this Contract;
Door: the fire door owned and maintained by you to which the Goods are affixed;
Contract: these Terms, any Specific Terms applying to your order, our Quotation and your purchase order;
Good Industry Practice: that degree of skill, care, prudence, foresight, operating systems and practice which would ordinarily be expected of a skilled and experienced supplier engaged in the same or similar type of undertaking as that of the Supplier under similar circumstances;
Goods: all physical items listed in the Quotation or ordered by you;
Group: your company together with your subsidiaries and holding companies from time to time. 'Holding company' and 'subsidiary' have the meanings given in section 1159 of the Companies Act 2006 and 'holding companies' and 'subsidiaries' shall be construed accordingly;
IP Rights: patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

Location: the premises where the Goods are to be installed or Services carried out either as specified in the Quotation, or (in the case of Product Sales) as stated on your order, or, if neither, your principal place of business;
Product Sales: supply only of Goods with no design or installation Project Services: services that include design, supply and installation of Goods;
Quotation: the quotation provided to you by Swift Doors Ltd;
Services: all services to be supplied to you listed in the Quotation;
Special Terms: any terms set out in writing in the Quotation that vary these Terms or the Specific Terms;
Specific Terms: those for Installation, Maintenance, Main Contractors and Software.
Terms: these General Terms; and Warranty Period: a period of at least 12 months from the date of issue of an invoice in respect of the Goods or Services. Extended Warranty periods are specified in the relevant quotation or price list.
Service Recall Period: Where appropriate be free from defects in workmanship for up to 90 days after completion

1.2. In this Contract:
1.2.1. the singular includes the plural and vice versa;
1.2.2. references to gender include references to all genders;
1.2.3. unless otherwise stated, references to clauses are clauses of these Terms; and
1.2.4. the clause headings are for reference only and shall not affect the construction or interpretation of this Contract.
2. The terms that apply to the Contract
2.1. These Terms and the Specific Terms, subject to any Special Terms, shall apply to all dealings between us and you and take precedence over anything inconsistent in or referred to in your purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing. In the event of conflict, the order of precedence shall be Special Terms, Specific Terms and then finally these Terms.
2.2. All Quotations are based on these Terms and the relevant Specific Terms being accepted without variation.
2.3. Only additions to, variations of, exclusions or attempted exclusions of any term of the Contract will be binding on us if they are in writing and signed by a Director or Senior Manager or they constitute Special Terms.
2.4. In the event that the Services include installation Specific Terms: Installation shall apply. In respect of Project Services or Maintenance Services the Specific Terms: Maintenance and the Specific Terms: Installation shall apply. If this Contract is with a contractor on behalf of a client then the Specific Terms: Main Contractor shall apply. The provision of software is subject to Specific Terms: Software.
2.5. Either of us can institute a request to alter the Contract in accordance with paragraph 13. Neither of us can cancel a Contract without the other's agreement.
3. Quotations and Orders
3.1. A binding contract shall not come into existence between us and you unless and until we receive a purchase order from you, or, if earlier, when we begin to deliver the Goods. Cancellation of this Contract is not permitted.

3.2. We will supply the Goods and Services as set out in our Quotation or (if there is no Quotation), your purchase order.
3.3. We may deliver the Goods and Services in instalments and invoice accordingly.
3.4. All drawings, descriptive matter, specifications and advertising issued by us are provided for illustrative purposes only and do not form part of the Contract.
3.5. We reserve the right to make any changes in the specification of the Goods which do not materially affect their quality or performance.
3.6. Our employees are not authorised to make any contractually binding promises or representations concerning the Goods or the Services. In entering into the Contract, you acknowledge that you do not rely on, and waive any claim for breach of, any such representations which have not been confirmed in writing by a Director or Senior Manager.
3.7. Any advice or recommendation given by us or our employees to you or your employees about the storage, application or use of the Goods or the Services, which is not confirmed in writing, is followed or acted on entirely at your own risk.
4. Your Responsibilities
4.1. You agree to:
4.1.1. check all Quotations for accuracy and omissions;
4.1.2. provide the Quotation number on any order;
4.1.3. at our request, appoint an authorised individual with authority to bind you and through whom all communication will be passed;
4.1.4. ensure that your employees or other independent contractors cooperate reasonably us, our agents and independent contractors; and
4.1.5. promptly furnish us with such information as we may request.
4.2. If our performance of our obligations under the Contract is prevented or delayed by your act or omission (other than by reason of a Force Majeure Event), you shall pay us all reasonable costs, charges or direct losses sustained by it as a result, subject to us notifying you in writing of any such claim we might have against you in this respect.
5. Payment and Price
5.1. All prices shall be those current when we dispatch Goods unless included in a valid Quotation. All prices are exclusive of VAT.
5.2. We may, by notice to you before delivery, increase the price of any undelivered Goods to reflect any change in delivery dates, quantities or specifications requested by you, or any delay caused by you.
5.3. Invoices shall be paid in invoice currency within 14 days of their date, or 14 days after the end of the month of the invoice in respect of Product Sales. Unless you have a credit account, they will be rendered in advance and will be payable, whether or not Services have been started, delivery of the Goods has taken place or title in the Goods has passed to you.
5.4. Time for payment of our invoices shall be of the essence of the Contract.
5.5. If you do not pay on time, without prejudice to any other right or remedy available to us, we may set-off any payment made by you to any outstanding sum (whether on this or another contract with you or a member of your Group). We may also charge interest and late payment compensation fees on the outstanding debt under the Late Payment of Commercial Debts (Interest) Act 1998
(amended) and suspend all further deliveries of goods and the provision of any services (whether under this or another contract with you or a member of your Group).

6. Delivery of Goods
6.1. We will use our reasonable endeavours to deliver (and if included in the Order Confirmation) install the Goods and provide the Services on the date or dates specified in our Quotation at the Location, but any such date is approximate only. If no dates are so specified, delivery shall be within a reasonable time. Time is not of the essence as to the delivery of the Goods or the provision of the Services.

6.2. Delivery and installation shall be made during normal business hours and we may levy additional charges for any deliveries made outside such hours at your request.
6.3. You are responsible for all delivery charges and for preparing the Location for the delivery of the Goods. In the case of Product Sales delivery charges will be as the current published price list.
6.4. Where we are not installing the Goods:
6.4.1. we will be responsible for any damage, shortage or loss in transit, provided that you notify us (or its carrier, if applicable) within 3 working days of delivery or the proposed delivery date of the Goods. Any remedy under this paragraph shall be limited, at our option, to the replacement or repair of such Goods which is proven to our satisfaction to have been lost or damaged in transit; and
6.4.2. you will be deemed to have accepted the Goods when you have had 3 working days to inspect them after delivery or, if earlier, when you use the Goods.
6.5. Provided the Goods have not been purchased by us from a third party, or manufactured particularly for you, then we may agree to accept the return of the Goods, subject to you bearing all costs of delivery and re-delivery together with a payment of 25% of the price of the Goods. Any credit arising will be retained as a credit against future Charges. No returns will be accepted unless we have agreed and have issued a return note.
6.6. We will not be liable for any non-delivery of Goods (even if caused by our negligence) unless you notify us in writing of the failure to deliver within 7 days after the scheduled delivery date.
6.7. Our liability for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Goods.
7. Risk and ownership
7.1. Where we are installing the Goods:
7.1.1. The Goods shall be at our risk until delivery of the Goods to the Location.
7.1.2. On completion of the installation, we will demonstrate the Goods to you and the Goods will then be deemed accepted by you. You agree to sign the form of acceptance or the delivery note. If at any time you make use of the Goods other than for training or test purposes then the Goods will be deemed to be accepted.
7.1.3. You will not own the Goods until you have paid everything due to us (or if later, on installation). Until you own the Goods you must look after them on our behalf, keep them fully insured on our behalf. Any insurance proceeds from a claim must be kept separate from your money and not paid into an overdrawn account.
7.1.4. Your right to possession of the Goods, before ownership has passed to you, shall terminate immediately if any of the circumstances set out in paragraph 14.1 arise or if you mortgage or in any way charge the Goods, or if you fail to make any payment to us on the

due date.
7.1.5. If you use banking facilities that involve a charge over your assets then you shall inform the bank or finance house of our ownership
and rights in the Goods.
7.2. You grant us and our employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where your right to possession has terminated, to remove them. All costs incurred by us in repossessing the Goods shall be borne by you.
7.3. On termination of the Contract for any reason, our rights under this paragraph 7 shall remain in effect.
8. Software licence If Software is included in the Quotation, your right to use the Software is set out in our Specific Terms: Software Licence.
9. Warranties
9.1. We warrant that:
9.1.1. we will carry out our duties in accordance with Good Industry Practice;
9.1.2. the Goods shall be free of material defects upon delivery;
9.1.3. the Goods will be free of material defects in design, materials and workmanship for the Warranty period from the date of invoice.
9.2. If any Goods is agreed by us to be faulty before acceptance then we will exchange the faulty part or Goods free of charge as quickly as possible.
9.3. Our liability for a breach of the warranties contained above is conditional on:
9.3.1. you give written notice of the defect to us within fourteen days of when you discover or ought to have discovered the defect;
9.3.2. we are given a reasonable opportunity of examining such Goods and you (if asked to do so) return such Goods to our place of business at our cost for the examination to take place there; and
9.3.3. if there is a defect or breach, then we will at our sole option either repair or replace the Goods or repeat the Services or refund the Charges or an equitable proportion of the Charges (as applicable) provided that (in our reasonable opinion) the defect or breach is not due to any act or omission by you or any third party.
9.4. The person or persons signing the form of acceptance or delivery note warrant that they have authority to sign the same on your behalf.
9.5. Seller does not warrant the following:
Flawed or defective Goods operation(s) caused by unusual or an unforeseeable use or condition, Repairs or alterations performed by anyone other than personnel authorized by us, The use of unauthorized components or sub-assemblies in place of components supplied with the Product,
Any products or systems in which our Goods are incorporated, Force Majeure Events as defined in section 16 below, Improper operation or maintenance of the Goods,
Installation of the Goods when installed by someone other than us;
9.6. THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,
INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, CONDITION, DESCRIPTION, COMPLIANCE

WITH SAMPLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER STATUTORY OR
OTHERWISE), SAID WARRANTIES BEING EXPRESSLY DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT
TO THE FULLEST EXTENT PERMITTED BY LAW. We reserve the right to refuse all service and/or warranty claims if the account is deemed “past due” in accordance with the agreed upon terms.

10.Limitation of liability

10.1. The following provisions set out our entire liability (including any liability for the acts or omissions of our employees) to you in respect of any breach of the Contract and any representation, statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.

10.2. All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

10.3. Nothing in these conditions excludes or limits our liability for death or personal injury caused by our negligence or fraud or fraudulent misrepresentation.

10.4. Subject to paragraph 10.3:

10.4.1.Because we cannot work out the potential harm to your organisation, we will not be liable for any loss of profits, loss of business, depletion of goodwill or similar losses or for any special, indirect or consequential loss, costs, damages, charges or expenses howsoever arising; and

10.4.2.In the case of Product Sales then our liability, whether in contract or tort or otherwise arising out of or in connection with this Contract shall in any event be limited to an obligation on us to repair, replace or refund the cost of the defective Goods; and otherwise,

10.4.3.our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to one time the price payable for the Goods and Services under paragraph 5.

10.5. Under no circumstances shall we be responsible or liable for the condition and/or functionality of the Doors. In particular (but without limit to the foregoing) you acknowledge and agree that it is your responsibility to ensure that the Doors are of satisfactory quality and fit for purpose.

11.Intellectual Property Rights

11.1. If we manufacture or modify the Goods or incorporate data or other information at your request, you shall indemnify and keep us indemnified against all losses, damages, costs, claims and expenses incurred by us in connection with any claim for infringement of any third-party IP Rights which results from that request.

11.2. We hereby assign to you all existing and future IP Rights in any documentation written specifically by us for you and included in the Goods or the Installation Services subject to a prior written agreement.

12.Non-Solicitation

Neither party shall, during the continuance of the Contract, or within 6 months of its termination, whether on behalf of itself or a third party, solicit or seek to entice away any employee of the other. In the event of breach of this term the party in default shall pay the other a sum equal to

six months gross pay of the employee concerned being a pre-estimate of the cost of recruitment and training a replacement.

13. Change Requests

13.1. If either party identifies a requirement for a change (including a change to Goods and/ or Services and/ or Charges) it shall provide its requirements to the other party.

13.2. If a Change Request is initiated by us, then this will include the effect such a change would have upon the Goods and/ or Services and/ or Charges.

13.3. If you instigate a Change Request we will use reasonable endeavours to confirm the effect such a change would have upon the Goods and/ or Services and/ or Charges within 30 days from instigation.

13.4. Together we will then decide whether or not to implement the change. If the change is implemented, the amended goods and/ or services and/ or charges shall then become the goods and/ or Services and/ or Charges and be deemed incorporated into this Contract. No change shall have effect without the agreement of each of us.

14.Termination for Cause

14.1. Either party may terminate this Contract forthwith on giving notice in writing to the other if one party ceases (or threatens to cease) to carry on business or commits any serious breach of any term of this Contract and (in the case of a breach capable of being remedied) shall have failed, within 7 days after the receipt of the request in writing from the other to do so, to remedy the breach.

14.2. Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive or implicitly surviving termination.

15.Dispute Resolution Procedure

15.1. If any dispute arises in connection with this Contract, directors or other senior representatives of the parties with authority to settle the dispute will, within 7 days of a written request from one party to the other, meet promptly in good faith to resolve the dispute.

15.2. If the dispute is not resolved in accordance with paragraph 15.1, we both agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between us within 14 days of notice of the dispute, the mediator will be nominated by CEDR.

16.Force Majeure

16.1. We will not be liable to you for any breach of our obligations under this the Contract if such breach is due to an act, event, omission or accident beyond our reasonable control (Force Majeure Event).

16.2. If a Force Majeure Event occurs, we will inform you as soon as possible and take all reasonable steps to mitigate the effects of the Force Majeure event and resume performance of its obligations as soon as possible.

17.Anti-Bribery

17.1. You must:

17.1.1.comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

17.1.2.not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

18.Waiver
A waiver of any right under the Contract is only effective if it is in writing and signed by or on behalf of the waiving party, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

19.Third Party
None of the provisions of this Contract are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Contract.
20.Entire Agreement
20.1. The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
20.2. Each party acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy (other than for breach of contract) in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract.
21.Assignment
21.1. If you are acting as a main contractor or a distributor of our Goods and Services then you may assign your rights, but not your duties, under this Contract, to the ultimate end user of the Goods or Services.
21.2. Unless the clause above applies, you shall not, without our prior written consent (such consent not to be unreasonably withheld), assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Contract.
22.Notices
Any notice required to be given pursuant to this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to your address of the party as set out in your purchase order (or if none, your last known address), or, if to us, by email to info@swiftdoorsystems.co.uk or such other address as may be notified by one party to the other.
23.Governing law and jurisdiction
The Contract is governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.

Swift Doors Ltd
Specific Terms: Installation including all other ‘on-site’ Services.
These Terms apply to the provision of all on-site Services
1. Inspection
1.1. We may inspect your Location in accordance with the terms of this Contract. and may then report to you in writing whether the Location is suitable for the provision of the Goods and/ or Services and if they are not, the remedial steps necessary.
1.2. You shall use reasonable endeavours to complete any remedial work in accordance with times and dates indicated by us. We may perform repeat inspections (and the procedure outlined above) until we are satisfied that the Location is suitable.
2. Your Obligations

2.1. You will (in each case insofar as is reasonably necessary to enable us to effectively carry out our Services):
2.1.1. make available to us free of charge such areas of the Location as we request;
2.1.2. ensure that the premises where the Goods is to be or is installed are and remain suitable and that at the time of installation comprise a safe place of work for our employees;
2.1.3. take all reasonable steps to ensure the health and safety of our employees, agents or independent contractors subject to such employees, agents or independent contractors complying with your health and safety policy, provided this has been supplied to us;
2.1.4. provide all necessary facilities, such as light, electricity, proper ventilation and sufficient installation space that we request;
2.1.5. comply with our Site Conditions attached;
2.1.6. carry out any making good or decorating that is required after installation; and
2.1.7. ensure that any IP Rights which we are required to use or modify in order to supply the Services are either owned by you or properly licensed to you and that we are properly authorised to use or modify the IP Rights. You agree to indemnify and hold us harmless in respect of any costs, expenses, damages, third party actions or claims arising out of any actual or alleged infringement of third party IP Rights by us or you.
2.2. You are responsible (at your cost) for preparing the Location for the delivery and installation of the Goods. In the event that any making good or decorating is required after installation, then that is your responsibility.
2.3. You are responsible for ensuring that our employees have safe access to and from your and you must comply with all health and safety regulations in respect of our employees whilst they are on your premises.
2.4. You warrant that the Door complies with all applicable laws and standards, including those in respect of fire safety relevant to a fire safety door in the UK. You are responsible for the maintenance of the Door and maintaining its structural integrity.
2.5. You will at all times indemnify and keep us fully indemnified on demand from and against all and any liabilities losses, damages,
charges, costs (including but not limited to legal and other professional expenses) and expenses of any nature incurred by us directly or indirectly as a result of or in connection with a breach by you of clause 2.4 above. You will not be liable if and to the extent that this indemnity would be contrary to public policy.

Swift Doors Ltd
Specific Terms: Maintenance Services.
These Terms apply to the provision of all Maintenance Services
1. Definitions
So as to be clear, the following words shall have the following meanings:
Ad-Hoc Maintenance Services; maintenance services provided on request when no Contracted Maintenance Services are in place;
Contracted Maintenance Services: the services described in a Service Schedule;
End of Life: the Goods concerned have exceeded the life expectancy we would have reasonably expected given the conditions of their installation, maintenance and use;
Equipment: the goods that are the subject of the Maintenance Services;

Maintenance Level: the type of maintenance to be provided as set out in the Quotation; and
Maintenance Services: Ad-Hoc and Contracted Maintenance Services.

2. Inspection

Prior to agreeing to provide Contracted Maintenance Services we may inspect your Equipment to ensure that the Equipment is suitable for Contracted Maintenance Services. If remedial work is required, then we will provide an estimate for the same.

3. Our Obligations

We will, from the start date set out in the Quotation, provide the Contracted Maintenance Services as described in the attached Service Schedule until this Contract is terminated in accordance with the Terms or withdrawn under paragraph 6.2 of these Specific Terms.

4. Your Obligations

4.1. You will shall (in each case insofar as is reasonably necessary to enable us to effectively carry out Maintenance Services):

4.1.1. ensure that adequate electrical power is supplied to all Equipment;

4.1.2. store, operate and maintain Equipment in accordance with any instructions in writing from us;

4.1.3. keep the external surfaces of Equipment clean and in good condition;

4.1.4. ensure that only competent and trained persons operate Equipment;

4.1.5. not make any addition, modification or adjustment to Equipment without our prior written consent;

4.1.6. use only accessories and consumables approved by us (our approval not to be unreasonably withheld); and

4.1.7. ensure that only our personnel are permitted to maintain, service or carry out adjustments to Equipment.

4.2. You warrant that the Equipment is in good condition and fully operational at the date of this Contract.

4.3. You warrant that the Door complies with all applicable laws and standards, including those in respect of fire safety relevant to a fire safety door in the UK. You are responsible for the maintenance of the Door and maintaining its structural integrity.

4.4. You will at all times indemnify and keep us fully indemnified on demand from and against all and any liabilities losses, damages, charges, costs (including but not limited to legal and other professional expenses) and expenses of any nature incurred by us directly or indirectly as a result of or in connection with a breach by you of clause 2.4 above. You will not be liable if and to the extent that this indemnity would be contrary to public policy.

5. Replaced Equipment

5.1. All replacement Equipment installed by us during the supply of Maintenance Services ("Replaced Equipment") shall be chargeable unless otherwise confirmed by us or included in the relevant Maintenance Level. The cost of Replaced Equipment provided other than during the supply of Maintenance Services will be charged to you.

5.2. Equipment removed shall become our property and the Replaced Equipment shall become your property upon installation, subject to payment of any due Charges.

5.3. We do not supply as part of the Maintenance Services, any item we, acting reasonably, consider to be a consumable.

6. Exclusions

6.1. Contracted Maintenance Services do not include any maintenance made necessary by:

6.1.1. fault or defect occurring in any equipment other than the Equipment;
6.1.2. use of Equipment contrary to our written instructions or documentation;
6.1.3. accident, fault, act or your omission and/ or any third party;
6.1.4. use of Equipment in excess of any maximum usage specified by us or the manufacturer;
6.1.5. failure of electrical power, air conditioning, humidity or other environmental controls;

6.1.6. electrical work external to any Equipment;
6.1.7. damage by vandalism, fire, water or adverse weather conditions;
6.1.8. movement or relocation of Equipment not performed by us or on our behalf;
6.1.9. breach of your obligations in this Contract;
6.1.10.removal of the whole or any part of Equipment;
6.1.11.goods, accessories, attachments, machines, systems or other devices not referred to in our documentation or approved in writing by us;
6.1.12.maintenance rendered more difficult because of any changes, alterations, additions, modifications or variations to your Location; or diagnosis and/ or rectification of problems not associated with Equipment.
6.2. We reserve the right to withdraw Maintenance Services in respect of Equipment (or any part of the Equipment) if that Equipment is:
6.2.1. moved, repaired or modified other than by us or with our prior written consent. Maintenance Services on such Equipment can resume as soon it has passed our Maintenance Services acceptability tests, carried out at your expense;
or
6.2.2. in our opinion (acting reasonably), has reached its End of life.
7. Charges
7.1. Ad-Hoc Maintenance Services:
7.1.1. We will accept written (including email) order if no formal purchase order can be raised. Such an order is not cancellable.
7.1.2. The Charge will be based on the call out fee together with the cost of any further time necessary and the cost of Goods. We accept orders with a budgetary limit but, if there is none, our engineer will complete the repair.
7.1.3. If there is no access or there is no-one on site when we attend, this will give rise to a call out charge.
7.1.4. We agree that the signature of your employee or agent on the relevant worksheet will be accepted as confirmation of satisfactory completion of the work.
7.2. Contracted Maintenance Services:
7.2.1. If we attend your Location to carry out Contracted Maintenance Services a charge will be made in the following
circumstances:
7.2.1.1. access is refused or there is no-one at the Location;
7.2.1.2. the fault arises from one or more of the exclusions in paragraph 6 above; and
7.2.1.3. there is no fault and it was not reasonable to request Maintenance Services.
7.2.2. Invoices will be rendered in advance of the period to which they relate.
8. Termination

Either party may terminate the provision of Contracted Maintenance Services by giving not less than three months' notice in writing, expiring on any anniversary of the start of the Contracted Maintenance Services.

Swift Doors Ltd
Specific Terms: Main Contractor.
These Terms apply to any Contract with a main contractor or subcontractor who is entering into a Contract with us on behalf of a client.
1. Definitions
So as to be clear, the following words shall have the following meanings:
Contractor: the entity entering into the Contract with us.
Client: the Contractor's ultimate client, usually referred to as the 'Employer'.
2. Payments
2.1. Notwithstanding any clauses in the sub-contract relating to set-off etc, the maximum amount that may be deducted from us in respect of uninsured liabilities for proven set-off costs is 50% of the sub-contract sum.
2.2. We will not accept 'pay when paid' clauses. Unless otherwise agreed, our normal payment terms will apply.
2.3. In the event of the Client's insolvency, you, the Contractor, will be liable to pay us for the value of works executed including materials manufactured but not delivered and/or installed.
2.4. Unless otherwise agreed in writing, all Quotations are based on the General Terms and the relevant Specific Terms being accepted in full and that there is no retention.
3. Liquidated & ascertained damages.
3.1. Unless otherwise agreed we will only accept levels of liquidated damages of 1% of our order value per week up to a combined weekly total of 10% of the total order value applicable to those works.
3.2. We will only agree to the deduction of liquidated damages where the Client has deducted them from the Contractor and we have
caused a delay.