Mist Safety UK Ltd – Terms & Conditions 2019  
Terms and Conditions

1. Mist Safety UK Ltd and its associated companies and divisions will be known hereafter as the supplier. Customers of the supplier will be known hereafter as the client.

2. Clients’ statutory rights will not be affected by these terms and conditions.

3. Any offer made by the supplier is subject to availability of product and resources and the supplier will not accept liability for loss or damage arising out of late or non-supply of goods and or services.

4. Any offer including service and warranty offers made by the supplier is based on the adequacy of information provided by the client and the supplier reserves the right to amend or withdraw the offer at any time.

5. Goods supplied will carry a 12-month labour & materials warranty from the date of commissioning. Defects and or shortages of goods supplied must be notified in writing to the registered office of the supplier within 2 working days of delivery. No claims will be entertained after this time period has lapsed.

6. Fees for ongoing maintenance contracts are subject to variation at the discretion of the supplier.

7. Warranties certificates of adequacy and or conformance will not be issued until all accounts for the project in which the supplier is involved are settled in full or where as part of an ongoing contract is fully up to date.

8. The supplier’s standard rates and charges apply in all circumstances. The supplier’s own terms and conditions take precedence over the clients or other terms and conditions except where expressly confirmed in writing by the supplier

9. VAT and or other deductions will be made as directed by HM Government Customs and Excise Inland Revenue or other departments as applicable from time to time.

10. All goods and services remain the property of the supplier until the client has paid in full for those goods. The client accepts the suppliers offer including giving the supplier the right to enter any premises to remove the supplier’s goods whether or not incorporated into other works. This permission is extended to any customer the client has contracted or otherwise executed works to into which the supplier’s goods are incorporated. Goods removed and recovered by the supplier will not be released back to the client or client’s own customer or any other person representing that transaction until both the cost of the goods and the cost of recovering the goods are paid in full.

11. Except where goods are supplied prepaid the client will settle any invoice in full within 14 days from the date of issue. Failure to meet payment date will result in the cessation of supply and or works for that client without further notice and the supplier reserves the right to terminate the contract in place between the parties thereafter. The supplier reserves the right to add interest to late payments at a rate of 8%.

12. The supplier will only action an order when written confirmation is in place and where appropriate payment design fee or another prepayment has been completed.

13. Alteration of goods and services provided and or installed by the supplier will render any warranty null and void unless such alterations are carried out by the supplier who may or may not extend any period of warranty to include or exclude any alterations.

14. The supplier and its agents will exercise reasonable care and diligence during the supply and or installation of goods and services. However accidental or unavoidable damage to any surface goods or property to the client or the client’s own customers will not be at the liability of the supplier or its agents. Once commissioned every system becomes part of the building for insurance purposes and damages resulting from malfunction shall be covered by the owner’s insurers.

15. Goods and or services offered by the supplier may vary from time to time subject to availability of resources and design or technological advances. The supplier undertakes not to supply a less adequate product than that offered originally.

16. Where the supply of goods and or services is amended as a request of the client the supplier is entitled to charge for the administration of such alterations and to amend the value of the supply of goods and or services as deemed appropriate by the supplier. Where a variation of specification or requirement from the information originally given is discovered by the supplier the supplier will advise the client of the need to amend the quantity of product goods and or services being supplied and the client and or his own customers shall meet the full cost of such variation if agreed to be executed by the client.

17. The supplier shall not be liable for any variation to the supply of goods and services where the client has not notified the supplier in writing at the suppliers registered office within an adequate time scale and or the supplier has not themselves noted the apparent need to vary the same supply of goods and or services nor for any loss or damage arising there from.

18. Where installation of pipe work and mist nozzles cannot be completed in one operation materials will be left on site in your possession and our payment will still fall due as if first fix works were complete. We will advise you if you are to incur additional visit costs due to this failure to complete first fix in one visit as quoted.

19. The supplier will be entitled to terminate the contract in the event of insolvency of the customer and or client. The supplier will not be responsible for any loss in the event of force majeure.

20. Where the supplier was not the original installer of any part of the system the supplier will not undertake to offer any warranty or liability for such installations regardless of any testing commissioning or servicing carried out by the supplier.

21. The end user of the premises should advise their insurer that a fire suppression system is installed and request that their buildings and contents insurance be extended to cover failure of the system for any event.

22. If we are unable to complete our works at any installation and/or commission visit we will raise additional charges at our published rates for further visits incurred.

23. We reserve the right under the terms of Late Payment of Commercial Debts (Interest) Act 1998 amended by European directive 2000/35/EC and supplemented by the Late Payment of Commercial Debts Regulation 2002 to levy interest and/or late payment compensation on overdue debts. Our payment terms are 14 days Nett unless we have agreed otherwise in writing.

24. We reserve the right to use credit reference agencies to carry out credit checks and our payment terms offered are strictly conditional of a favourable credit rating being returned.

25. Prior to any return visit to projects to continue or complete installations accounts for work executed previously shall be settled in full.

26. The supplier will not accept the deduction of retentions on projects of under £10,000 as the administration of such small sums outweighs the administration costs involved in recovering these retentions later.

27. The remote monitoring service where offered is subject to a suitable network being available, and where this is not the case the customer will instead be shown how to do manual testing of the installation each 28 days. No discount or deduction of cost will be made where a network is not or becomes unavailable.

28. All design and installation work will be executed by Mist Safety UK Ltd. All warranties and guarantees will be undertaken by Mist Safety UK Ltd.

29. The supplier reserves the right to alter the terms and conditions of any contract without notice.

By signing and dating the service proposal for support you will be accepting the Terms and Conditions of Business / Or placing an order will be accepting the T’s & C’s.