

# Bells and Two Tones Fire and Rescue Ltd

Pinewood Studios  
Pinewood Road  
Iver  
Bucks  
SLO OHN  
01753785658  
07773357660  
ewan@bellsandtwotones.co.uk



## Terms and Conditions

### Application and Entire agreement

1. These Terms and Conditions apply to the provision of services ("The Services") detailed in our quotation by Bells and Two Tones Fire and Rescue Ltd. A company registered in England and Wales under number 09488415 whose registered office is at 70 Sawpit Hill, Hazlemere, High Wycombe, Bucks, HP15 7DD ("We" or "Us") to the person buying The Services or the contractor ("You") supplying us with The Services..
2. You are deemed to accept these Terms and Conditions when you accept our quotation or from the date of any performance of The Services (whichever happens earlier) and these Terms and Conditions and our quotation (together "The Contract") are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Terms and Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

### Interpretation

4. A business day is any day except Bank holidays in England and Wales
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

### Services

7. We warrant that we will use reasonable care and skill in our performance of The Services which will comply with the quotation, including any specification in all material respects. We can make any changes to The Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
8. We will use our reasonable endeavours to complete the performance of The Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
9. All of these Terms and Conditions apply to the supply of any goods as well as The Services unless we specify otherwise.

### Your Obligations

10. You must obtain any permissions, consents, licenses or otherwise that we need and must provide us with access to any and all relevant information, materials, properties and any other matters that we need to provide The Services.
11. If you do not comply with clause 10, we can terminate The Services.
12. We are not liable for any delay or failure to provide The Services if this is caused by your failure to comply with the provisions of this section.

Registered in England no. 9488415  
VAT No. 216 5689 86  
Directors: Ewan Dunsire, Paul Boshier

Royal Bank Of Scotland  
A/c No. 11052668  
Sort Code 16-21-29

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## **Fees**

13. The Fees for The Services are set out in the quotation and are on a time and material basis ("The Fees").
14. In addition to The Fees, we can recover from you:
  - 14.1 Reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence, and any associated expenses;
  - 14.2 The cost of any services provided by third parties as required by Us for the performance of The Services; and
  - 14.3 The cost of any materials required for the provision of The Services.
15. You must pay Us for any additional services provided by Us that are not specified in the quotation in accordance with our current, applicable hourly rate in effect at the time of the performance or such other rate as may be agreed between Us. The provisions of clause 14 also apply to these additional services.
16. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by the competent authority.

## **Bookings, Cancellation and Amendment**

17. Any booking confirmed by us in writing and for which crew has been allocated shall be deemed as fully confirmed and binding.
18. Once a booking has been confirmed, it becomes subject to our standard cancellation policy. Should the booking subsequently be cancelled or altered, it shall be managed in accordance with these cancellation terms, including but not limited to any applicable cancellation fees or penalties as outlined separately.  
By proceeding with a booking, you expressly agree to these terms and acknowledge that cancellations will incur the consequences specified herein.
19. We can withdraw, cancel, or amend a quotation if it has not been accepted by you, or if The Services have not commenced, within a period of three days from the date of the quotation, (unless the quotation has already been withdrawn).
20. Either We or You can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
21. If you want to amend any details of The Services you must tell us in writing as soon as possible.  
We will use reasonable endeavours to make any required changes and additional costs will be included in The Fees and invoiced to you. Cancellations made within 24 hours of the agreed start date will be charged at 100% for personnel only and cancellations made within 12 hours of the agreed start date will be charged at 100% of the entire quote.
22. If, due to circumstances beyond our control, including those set out in clause 38 below ("Circumstances beyond a Party's Control"), we have to make any changes in The Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep such changes to a minimum.

## **Payment**

23. We will invoice you for payment of The Fees either:
  - a. When we have completed The Services; or
  - b. On the invoice dates set out on the quotation.
24. You must pay The Fees due within 15 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
25. Time for payment shall be of the essence of The Contract.
26. All payments due under these Terms and Conditions must be made in full without any deduction, or withholding except as required by law and neither party can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
27. If you do not pay within the period set out above, We can suspend any further provision of The

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Services and cancel any future services which have been ordered by, or otherwise arranged by You.

28. Receipts for payment will be issued by Us only at your request.

29. All payments must be made in 15 days unless otherwise agreed by Us.

**Sub-Contracting and Arra30.** We can at any time assign, transfer, charge, subcontract, or deal in any other manner with all or

any of our rights under these Terms and Conditions and contract or delegate in any manner any or all our obligations to any third party.

31. All third-party contractors carrying out work on our behalf accept and agree to be bound by a Restrictive Covenant Agreement (terms attached) wherein they are not permitted, without our express written consent, to enter into any gainful employment or to enter into any contract with You or any existing customers for a period of 24 months.

32. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

## **Termination**

33. We can terminate the provision of The Services immediately if You:

33.1 Commit a material breach of your obligations under these Terms and Conditions;

33.2 Fail to make pay any amount due under The Contract on the due date for payment;

33.3 Are or become, or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor;

33.4 Enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with it creditors;

33.5 Convene any meeting of your creditors, enter into a voluntary or compulsory liquidation, have a receiver, manager, administrator, or administrative receiver appointed in respect of your assets and undertakings or any part of them, any documents filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or qualifying floating charge holder (as defined by para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed, or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

## **Intellectual Property**

34. We reserve all copyright and any other intellectual property right which may subsist in any goods supplied in connection with the provision of The Services. We reserve the right to take legal action for the recovery of damages with respect to any infringement of such intellectual property rights.

**Liability and Indemnity.** Our liability under these Terms and Conditions, in respect of any failure by Us to perform The Services; any delay in our performance of The Services; any breach(es) of statutory duty, any claim under tort, or any claim for misrepresentation (except where the limitation of liability is expressly prohibited by law) will be limited to the

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extent set out in this clause and will not, in any event exceed the total amount of The Fees payable by you under The Contract.

36. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under the Terms and Conditions or the quotation for:

36.1 Any indirect, special, or consequential loss, damage, costs, expenses; or

36.2 Any loss of profits; loss of anticipated profits; loss of business; loss of data; loss or reputation or goodwill; business interruption; or, any other third-party claims; or

36.3 Any failure to perform any of obligations if such delay or failure is due to have been caused by beyond our reasonable control; or

36.4 Any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or

36.5 Any losses arising directly or indirectly from the choices of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

37. You must indemnify us against all verifiable and substantiated damages, reasonable actual out of pocket costs, claims and expenses suffered by us directly arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

38. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

## **Circumstances beyond a party's control**

39. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

## **Correct Use of Our Vehicles**

40. The vehicles and appliances provided by Us for the purposes of providing The Services are for road use only. Should a request be made by You for any of our employees or agents during the course of providing The Services for any vehicle or appliance to be used off the public highway, or in circumstances where there is a risk of damage being caused to the vehicle, appliance, property or person(s) as a result of a request made by You, then You will agree to indemnify us against any damage or loss caused (whether to the vehicle, any third party property or any person) as a result of the vehicle or appliance being used in the way requested by You. We will endeavour to agree to such requests provided that:

40.1 An appropriate risk assessment is carried out by You prior to any vehicle or appliance being used off the public highway and that you confirm in writing at the time of the request that such an assessment has been carried out.

40.2 A trained banks person is provided by You to assist with the carrying out of any manoeuvre off-road.

40.3 In the event that either clauses 39.1 and/or 39.2 are not complied with, We reserve the right to refuse to comply with your request without Us incurring liability for non-performance under The Contract.

40.4 We do not accept any liability whatsoever by acceding to any request made by You in the above circumstances.

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## **Communications**

41. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party)
42. Notices shall be deemed to have been duly given:
- 42.1 When delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient.
- 42.2 When sent, if transmitted by fax or email and a successful transmission report or return receipt is generated.
- 42.3 On the fifth business day following mailing, if mailed by national ordinary mail; or
- d. On the tenth business day following mailing, if mailed by airmail.
43. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

## **No Waiver**

44. No delay, act, or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

## **Severance**

45. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable)

## **Law and Jurisdiction**

46. This Agreement shall be governed by and interpreted according to the Law of England and Wales and all disputes arising under the Agreement (including non- contractual disputes or claims) shall be subject to the exclusive jurisdictions of the English and Welsh

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