

Terms and Conditions

1. Scope of Works and Programme

Our proposal is based on a single-visit working programme with standard hours (8:30 am 5:00 pm). This includes first-fix and second-fix visits aligned with the project timeline. Any work outside these hours will require a revised proposal, covering all aspects, including commissioning. The client must provide a construction programme or specify required installation periods and completion dates. Any changes must be communicated promptly to ensure smooth scheduling.

2. Site Requirements and Responsibilities

The client is responsible for:

- Providing clear site access, free parking, and necessary site information, including details on the first aider and key personnel.
- Ensuring ceilings are ready for installation before the first fix and notifying Smartmist Fire Ltd of any temperature concerns (above 38C or below 4C) that may affect system performance.
- Providing an asbestos report if applicable, in line with legal regulations.

3. Design and Approval

The proposed system meets BS:8458 standards. It is the client's responsibility to secure design sign-off from the Authority Having Jurisdiction (AHJ) and ensure compliance with fire protection requirements. Any deviation from the recommended protection levels is at the clients risk.

4. System Alterations

We reserve the right to upgrade the system components, provided they meet or exceed performance standards, without affecting the agreed costs.

5. Liability and Damage

Smartmist Fire Ltd is not responsible for:

- Damage caused by third parties, accidental damage, vandalism, or force majeure from first fix to final commissioning.
- Repairs following false activations unless caused by manufacturing defects. Upon handover and payment receipt, the system becomes the client's property. Any subsequent damage not covered under warranty will be the client's responsibility. Liability is limited to the contract's total value.

6. Commissioning and Handover

Only Smartmist Fire Ltd engineers are authorised to commission the system. After final payment, a Completion Certificate will be issued. The client must ensure access for system handover and sign-off.

7. Maintenance and Servicing

Annual servicing is mandatory and must be conducted by Smartmist Fire Ltd to maintain warranty validity. The client must provide end-user contact details to facilitate servicing. Failure to service on time voids the warranty.

8. Additional Costs

Abortive visits or delays caused by third parties will incur additional charges. Overtime or weekend work is subject to prior agreement and additional costs.

9. Client Obligations

The client must inform tenants/residents about the installation and ensure items are relocated if necessary. Any restricted access will result in additional charges. The client is also responsible for providing necessary power, water supply, and barrier tapes/signs as required for the project.

10. Force Majeure

Smartmist Fire Ltd will not be liable for delays or non-performance due to events beyond our control, including but not limited to natural disasters, strikes, or other unforeseen circumstances.

11. Damage Liability

Once the client or their representative signs off, confirming satisfaction with the installation and that no leaks are present, Smartmist Fire Ltd assumes no further liability. After commissioning and sign-off, Smartmist Fire Ltd is not responsible for any damage caused to property during false activations unless the fault lies with a manufacturing defect. The client is responsible for any damage to the system caused by third parties, accidental incidents, or themselves. Smartmist Fire Ltd will not be held liable for any costs resulting from damage due to interference with the system or its components. Liability for any damage is limited to the total contract value.

Acceptance of Terms and Conditions

By accepting our estimate, you acknowledge and agree to be bound by the terms and conditions outlined in this document. This acceptance constitutes a legally binding agreement between you and Smartmist Fire Ltd.