

Terms and Conditions

FSC (Nationwide) Ltd., has agreed to provide services to the Customer on the terms herein contained:

- FSC (Nationwide) shall provide services in accordance with the current and specific British Standards and the Regulatory Reform (Fire Safety) Order 2005
- The customer acknowledges that it is the responsibility of the customer to ensure that Fire Safety Equipment on their premises, are subject to regular maintenance. FSC (Nationwide) can provide maintenance schedules of monthly, quarterly, semi annually or annually in accordance with recommendations within the British Standards.
- FSC (Nationwide) shall service Fire Safety Equipment, which are available on the customers premises at the time of service, and only where reasonable facilities are provided for the technician(s) to carry out their duties.
- FSC (Nationwide) technicians shall carry out a dynamic risk assessment prior to carrying out any servicing task, and should a hazard be apparent, will inform the customer/responsible person before continuing his/her duties.
- During each service, the Fire Safety Equipment shall be examined and a report will be given to the customer of their condition. If any are found to be defective, but still repairable, the equipment will be replenished and/or repaired by the Technician. If the equipment is deemed to be beyond repair, the customer shall be informed and provided with a cost for replacement, in order to make an informed decision to replace with new.
- During his/her duties, should the technician recommend, in accordance with the relevant British Standards and/or codes of practice, that additional fire safety equipment is required, a Survey Report will be produced prior to obtaining the customers approval to proceed.
- In order for FSC (Nationwide) to continue to provide a competitive service to our customers, we advise that if following the service, further or replacement fire equipment is recommended/required, the customer obtains any recommended items from FSC (Nationwide).
- FSC (Nationwide) aggregate liability under the agreement (whether in respect of breach of contract, breach of statutory duty, misrepresentation, tort or otherwise) shall be limited to the cost of replacing or servicing the Fire Safety Equipment. However, nothing in this agreement shall limit or exclude FSC (Nationwide) from liability for (i) fraud or fraudulent misrepresentation or (ii) personal injury or death resulting from the FSC (Nationwide) negligence.
- FSC (Nationwide) shall not be liable to the customer in contract, tort or otherwise, for any loss (whether direct or indirect) of profit, business or revenue or for any indirect consequential loss, damage, cost or expense of any kind whatsoever or howsoever caused.
- Any service agreement and/or discounts/special offer(s) shall become void, should the customer obtain goods and/or services from a source, other than FSC (Nationwide), for the duration of the service agreement, which could have been obtained from FSC (Nationwide) Ltd. In the event that goods/services are obtained from a source other than FSC (Nationwide) during the term of the service agreement, the customer shall be invoiced for the total amount of all discounts/special offer(s), benefitted from, up to and including the date of the most recent invoice.
- The length of the "Service Agreement Duration" is detailed overleaf. FSC (Nationwide) do not penalize the customer for early termination of service agreement but we do request a three months notice period prior to the next service date. In addition to this, should the customer's reason for early termination be due to a competitor offering the same level of service at a reduced rate, FSC (Nationwide) are to be given the opportunity to discuss and review the service agreement costs with the Customer in order to retain the customer's business and remain competitive.
- Payment is strictly within 30 days from invoice date, and interest on late payments shall be added weekly, at 3% above the Bank of England Base Rate until payment has been received in full. However, as an incentive a 5% discount shall be afforded to the customer should payment in full be made at the time of the service and/or on receipt of goods/services.
- The title of the goods and services does not pass to the customer until payment is received in full.
- It is the customer's responsibility to ensure that their representative who signs on behalf of the customer is authorized to do so.
- Fire Extinguishers supplied from new by FSC (Nationwide), are covered by a Five Year guarantee/warranty against defective materials or workmanship. FSC (Nationwide) shall repair or replace any such defective extinguishers, at our option, free of charge provided that the extinguisher has been maintained by FSC (Nationwide), on an annual basis since installation. This Guarantee/Warranty does not cover defects caused by neglect, improper environmental conditions or accidental or malicious damage. Normal service consumables are not covered within the 5yr guarantee/warranty, however they are covered in the cost of both Comprehensive and Standard Service Agreements provided by FSC (Nationwide) Ltd.