



# Standard Terms and Conditions



**Clarity Fire**

Fire safety, Crystal Clear.

Clarity Fire Engineering Ltd, Registered Company No: 15718703  
Registered Office: 128 City Road, London, EC1V 2NX

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## **About Us**

Clarity Fire Engineering is a forward thinking and innovative Fire Engineering consultancy. Our aim is to provide a seamless service to our clients and project stakeholders through our collaborative approach and utilising our range professional services.

Since our inception, we have been engaged on a comprehensive range of projects in the public and private sectors encompassing new build, refurbishment, maintenance, and remediation projects.

## **What do we do?**

What makes us unique - in addition to our enviable track record within Building Consultancy, is our ability to bridge the gaps which are often left through the use of separate consultancy appointments. Our expertise within building regulation, surveying, building pathology and fire engineering, gives us the ability to provide a seamless service from concept to completion, where design innovation, sustainability, functionality and fire performance are considered holistically within the project, to provide practical and robust solutions which result in improved outcomes for our clients. Invariably, this can often also translate into cost savings.

## **Our Approach**

Our approach is underpinned by the way in which we plan, programme, coordinate and collaborate with the client's design team. Communication is seen as a key aspect of managing the process with organised and timely delivery and dissemination of information.

With a strong record of experience and achievement, we strive to meet and exceed client expectations by delivering high quality solutions that exhibit design excellence and innovation.

Fundamental to the successful delivery of our projects is a clear understanding of the client's requirements, aspirations, and objectives, yet maintaining a sufficiently flexible attitude to accommodate changes in these areas. This approach has proved our team can efficiently and successfully deliver projects of varying complexity.

## **Memberships and Accreditations**

Chartered Builder (MCIQB) - Chartered Institute of Building (CIOB)

Chartered Building Engineer (C.Build E.) - Chartered Association of Building Engineers (CABE)

Chartered Engineer (CEng) - Engineering Council

Member (MIFireE) Institution of Fire Engineers (IFE)



# Terms and Conditions

## Definitions and Application

1. *"Clarity Fire Engineering" and "Clarity Fire" are the trading names of Clarity Fire Engineering Ltd, a limited liability company registered in England and Wales No. 15718703. Registered office: 128 City Road, London EC1V 2NX. A list of members' names is available at the above address.*
2. *"The Client" is the legal entity (person, organisation or company) requiring the Services to be performed and undertaking to pay the agreed Fees.*
3. *By commissioning Clarity Fire Engineering Ltd to carry out the commission, the Client agrees to accept and abide by all of these Terms and Conditions, unless specifically agreed otherwise by both parties.*
4. *The "Agreement" shall mean these Terms and Conditions, together with the Scope of Services, Form of Appointment (if any) and Fee Proposal.*
5. *"Services" to be performed by Clarity Fire Engineering are set out in the "Scope of Services" defined in "the Agreement".*
6. *No action or proceedings for any breach of the Agreement whether in contract or in tort or in negligence or for breach of statutory duty or otherwise shall be commenced against Clarity Fire Engineering after the expiry of 6 years from the date that Clarity Fire Engineering last performs the Services under the Agreement.*
7. *Save in respect of personal injury or death, the Client shall look only to Clarity Fire Engineering (and not to any of Clarity Fire Engineering's personnel) for redress if the Client considers that there has been any breach of the Agreement. The Client agrees not to pursue any claims in contract, tort or statute (including negligence) against any of Clarity Fire Engineering's personnel as a result of carrying out its obligations under or in connection with the Agreement at any time and whether named expressly in the Agreement or not. For avoidance of doubt, "personnel" shall include, but not be limited to Directors, staff and officers of Clarity Fire Engineering.*
8. *If any part of the Agreement is held to be invalid or unenforceable, the remaining terms will continue in full force and effect.*
9. *The Client may not assign all or part of the benefit of, or its rights and benefits under the Agreement of which these Terms and Conditions form part, without the explicit agreement of Clarity Fire Engineering.*

## Execution of the Service

10. *Clarity Fire Engineering will use reasonable skill and care in the performance of the Services. Notwithstanding anything to the contrary contained in the Agreement, Clarity Fire Engineering shall not be construed as owing any greater duty or obligation than the use of reasonable skill and care in accordance with the normal standards of its profession.*
11. *Our Fee proposal excludes provision of services relating to dispute resolution should a dispute arise between the Client and Contractor; additional fees would be payable for any such services.*

## Insurance

12. Clarity Fire Engineering undertakes to maintain Public Liability Insurance and Employers Liability Insurance. We also maintain Professional Indemnity Insurance (PII) for any one claim up to the value of £2,000,000 or in the Aggregate whichever is the lower sum, so long as that insurance remains commercially available.

## Fees

13. Unless otherwise agreed, our Fee proposal is only valid for 3 months from issue.

14. Percentage Fees are based upon the final account for the construction works unless otherwise stipulated in the Fee Proposal or Form of Appointment.

15. In the event that the Contractor fails to meet the contracted completion date we reserve the right to claim additional Fees to reflect the increased construction period regardless of whether the Client decides to seek recovery of these costs through the Construction Contract.

16. Hourly rate Fees in the Fee Proposal are subject to annual uplift at the CPI rate published by the ONS.

17. Payment of all or any Third Party costs not explicitly included in the Fee Proposal are excluded from our Fee Proposal.

18. Should Clarity Fire Engineering agree to make arrangements to pay any client costs directly, a 15% handling charge shall be applied with payment terms of 14 days from invoice issue.

19. VAT at the prevailing rate is payable on all fees.

20. Set off of fees due is not permitted under the Agreement. In the event of any dispute, claim or complaint against Clarity Fire Engineering by the Client, fees must be paid unless set off against loss is specifically agreed by Clarity Fire Engineering as appropriate to resolve the matter.

21. Should the client operate a Purchase Order system, a PO must be provided at instruction, Clarity Fire Engineering takes no liability for costs and payment delays should instruction and related PO not be provided.

## Payment Terms

22. Unless otherwise stated, payment terms are 14 days from invoice issue. Clarity Fire Engineering reserves the right to raise daily interest charges at 4% above Bank of England Base Rate (but 4% should the Bank of England Base Rate fall below zero), should payment not be made within the agreed terms.

23. All rights are revoked and works would be suspended should payment not be made by the payment date, including suspension of any copyright licence and/or intellectual property rights under Clause 26.

## Collateral Warranties/Third Party Right

24. Unless specifically agreed otherwise, we have not allowed within the Fee nor agree to provide Collateral Warranties. The provision of such warranties will be subject to agreement of the wording of the warranty being to



our and our insurer's satisfaction and payment of Additional Fees along with payment of all Fees due prior to Clarity Fire Engineering signing any such warranty.

25. Nothing in these Terms and Conditions or the Agreement shall confer or purport to confer on any Third Party any benefit or right to enforce any of the Terms & Conditions or the Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

26. Where Clarity Fire Engineering is requested to provide Warranties or enter into other Third Party Agreements and the terms of these documents have not already been agreed, Clarity Fire Engineering is prepared to negotiate the terms of such documents and the additional fee, if any, that should be paid to Clarity Fire Engineering for entering into them. The Client shall not withhold payment of fees, pending agreement to such documents.

#### Net Contribution

27. Without prejudice to any other exclusion or limitation of liability, damages, loss, expenses or costs the liability of Clarity Fire Engineering for any claim or claims under the Agreement shall be further limited to such sum as it would be just and equitable to require from Clarity Fire Engineering having regard to the extent of Clarity Fire Engineering's responsibility for such loss or losses and on the basis that the other consultants, contractors and suppliers appointed on the Project shall be deemed to have provided contractual undertakings on terms no less onerous than this Agreement in respect of the performance of their services in connection with the Project and shall be deemed to have paid to the Client such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility.

#### Force Majeure

28. Clarity Fire Engineering shall not be liable to the Client as a result of any delay or failure to perform the Services and/or our obligations under the Agreement as a result of a Force majeure event. For the purposes of the Agreement, a Force Majeure event is an event beyond Clarity Fire Engineering's reasonable control including but not limited to strikes, lock-outs or other industrial disputes, government actions, failure of a utility service, a public or private telecommunications network or a transport network, act of God, war, riot, civil commotion, epidemic or pandemic, malicious damage, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

29. If the Force Majeure event prevents Clarity Fire Engineering from providing the Services and/or obligations under the Agreement for more than 8 weeks, Clarity Fire Engineering shall, without limiting our other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the Client.

#### Dispute Resolution

30. In the event that the Client has a complaint in respect of the Services then, without prejudice to any other remedy the Client shall have access to Clarity Fire Engineering's Complaints Handling Procedure, written copies of which are available on request. If a dispute arises in connection with the Agreement, the Client and Clarity Fire Engineering shall attempt to reach a settlement to resolve the dispute directly in good faith.

31. If a settlement cannot be reached, either party may refer the matter to Arbitration, with an Arbitrator appointed by the relevant Regulatory Board; namely Arbitrators drawn from the RIBA, RICS or CI Arb. For business to business transactions or the Centre for Effective Dispute Resolution (CEDR) for business to consumers' Transactions.

### Pollution, Contamination, Toxic Mould and Asbestos

32. Unless agreed in writing Clarity Fire Engineering's liability for any claim or claims which may arise out of or in connection with pollution, contamination or toxic mould is excluded. If otherwise agreed in writing such agreement will be accompanied by a Limitation of Liability to be agreed as appropriate at the time of appointment. Clarity Fire Engineering are neither equipped for nor experienced in identifying asbestos and such surveys should be carried out by specialists.

33. Any reports issued by Clarity Fire Engineering are confidential to the Client and its professional advisors and under no circumstances may they be passed on or reproduced in whole or in part, nor may it be relied upon by third parties for any use whatsoever. Clarity Fire Engineering shall have no liability for any use by any third party of reports for any purpose, unless expressly agreed by Clarity Fire Engineering with specific reference to this clause.

### Intellectual Property

34. Clarity Fire Engineering reserves all copyright and all intellectual property rights which may subsist with any service and reserve the right to take appropriate action to restrain or prevent infringement.

35. Subject to settlement of all fees due, the Client shall have a licence to copy and use drawings and documents issued to them by Clarity Fire Engineering for purposes related to construction, maintenance or sale of the Project. They may not be used for any extension of the Project or any other project without specific agreement of Clarity Fire Engineering.

36. Clarity Fire Engineering shall not be liable for any use any party may make of the drawings and documents issued for any purpose other than that for which the same was originally prepared.

### Confidentiality

37. Where information relevant to the Client is obtained from other sources (ie other clients) Clarity Fire Engineering is under no duty of disclosure.

38. The following are permitted:

- a. Random inspection of files for audit/accreditation purposes
- b. Disclosure to professional advisors
- c. General reference to project etc within advertising or promotional or tender material.

### Governing Law

39. The Client and Clarity Fire Engineering agree that the construction, validity and performance of the Agreement including these Terms and Conditions shall be governed by and construed under English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts. Both parties shall see that they, their employees, agents and sub-contractors shall observe the requirements of the General Data Protection Regulations 2018 and the UK Bribery Act 2010 in the provision and use of the subject matter of the Agreement. Clarity Fire Engineering is an Equal Opportunities Employer and meets the requirements of the Equality Act 2010 and the Modern Slavery Act 2015.

### Termination

40.If either party is in breach of its obligations and fails to remedy such breach (if capable of remedy) within 14 days of receiving written notice to remedy the breach or the Agreement has been affected by Force Majeure for at least 60 days, then the Agreement may be terminated forthwith by the party not in default without prejudice to the accrued rights of the parties.

41.If either party shall become insolvent or bankrupt or having a receiving or administration order made against it or compound with its creditors or commence winding up (save for solvent amalgamation or reconstruction) the other party shall be at liberty by written notice to terminate the Agreement forthwith.

42.Clarity Fire Engineering and the Client have the right to terminate the Agreement for convenience without cause, fault or liability, subject to completion of the Services to an appropriate stage.

43.In the event of termination of this Agreement, the Client shall pay to the Consultant such payment as is due for the performance of the Services up to and including the first day of the month in which notice of termination was given.

### Retention of Documents

44.Clarity Fire Engineering will retain in electronic format only, all information provided to or issued by Clarity Fire Engineering relating to this project for a period of no less than 6 years from completion of the project or longer if included in the Agreement and/or required by Statute.

### 3rd Party Information

45. The accuracy and completeness of any report or analysis provided by Clarity Fire Engineering is dependent upon the accuracy and completeness of the third-party information used to generate such report or analysis. Clarity Fire Engineering makes no representations or warranties as to the accuracy, completeness, or reliability of any third-party information. Any reliance on such third-party information within reports that we have been instructed to produce is at your own risk.