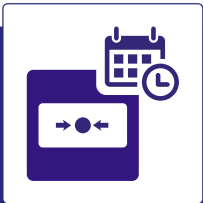


# HireAlarm™ Fire Alarm Rental

## Product Information



2023-2024

# Welcome

Welcome to the 2023-24 Edition Fixfire® HireAlarm™ Fire Alarm Rental Product Information



**HireAlarm™ is a Fire Alarm rental service from Fixfire® for Construction/ Interiors Contractors.**

Based on the FireSentry range, systems can be configured to suit your specific requirements including Fire Detection and Control Panel options.

HireAlarm™ includes initial site delivery/ installation and training and additional visits to carry out maintenance or system modifications eg. during construction phases. On completion the equipment is decommissioned and removed.

Latest FireSentry™ developments include all new 'easy-to-install' fire detectors and ultra-tough FireSentry IP+ Call Point, designed to survive even the harshest environments.

Looking ahead to 2024 we have more exciting product releases planned. Watch this space!

*The Fixfire® Sales Team*





# Fire Detection & Warning

## Fire Sentry Site Alarms

The versatile battery powered site Fire Alarm System.



108-119dB  
sounder



Wireless



Robust  
Construction



Made  
in UK



Available  
for Hire

## Fire Sentry Wireless Control Units

The Fire Sentry wireless system provides a single expandable solution which is suitable for the smallest to the largest construction site. Individual Fire Sentry wireless devices can be connected together with or without a central monitor panel.



X/FS/BS

Part No.	Description
X/FS/BS	FireSentry™ Base Station
X/FS/BS/FKMT	FireSentry™ Combined Manual Call Point and Alarm Sounder/Beacon mounted on FireKart Double Extinguisher trolley

### Fire Sentry Wireless Monitor

- Category 1 radio module
- Independently tested to ETSI-300-220-1
- CE, RoHS, EMC & RED Compliant
- 25mm Bright LED display unit
- Scratch resistant UV Decals
- Status LED
- 85dB Buzzer
- 40 Addressable Devices
- Automatic battery low indication
- Completely wireless operation
- "Plug & Play" simple self installation
- Low maintenance costs
- Silent range test facility
- IP55 Enclosure



### FireKart Double Fire Extinguisher Trolley

- Robust rotationally moulded trolley.
- Can accommodate 2 extinguishers up to 9 Kg size each and a Fire Bucket.
- Top Panel section supports FireSentry device and extinguisher ID signs.



X/FS/BS/FKMT



Part No.	Description
X/FS/MPLUS	Fire Sentry Wireless MonitorPlus

### Fire Sentry Wireless MonitorPlus

This innovative and powerful Touch screen, full data-logging Base Station, is sure to offer the user unparalleled quality coupled with Fire Sentry's proven track record for reliability and uncomplicated operation. Informative data transfer, including full system history reporting, is available as standard at the touch of a button. Each device installed around your site can be configured to display its unique identity and location in Alpha Numeric format.

- Full Alpha Numeric device Identification
- First Aid monitoring function, as standard
- Innovative Touch Screen Operation
- Automatic Real Time system monitoring
- Fully printable system reporting
- On board real time Clock, with back up
- Five year on board SD card
- Standard USB export
- Mains with the option of Battery Back-up
- Compact unique desk top or wall mounting design
- Wipe down scratch resistant decals
- 85dB Buzzer

X/FS/MPLUS





# Fire Detection & Warning

## Fire Sentry Site Alarms

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## Fire Sentry Wireless Field Devices

Part No.	Description
X/FS/CP/SB	FireSentry™ Combined Manual Call Point and Alarm Sounder/Beacon
X/FS/CP/SB/FKMT	FireSentry™ Combined Manual Call Point and Alarm Sounder/Beacon mounted on FireKart Double Extinguisher trolley
X/FSIP+/SK/SB	Site Alarm with Strike Knob actuator

### Fire Sentry Wireless Call Point

- Manual Call Point with integral push button and lift up cover flap
- Easy to install
- Loud 118dB Siren
- Durable and robust construction
- Long lasting PP9 battery supplied with unit
- Suitable for use outside with IP65 rated switch
- 50mm Diameter switch makes for quick emergency operation
- 2 year manufacturers guarantee.

### Fire Sentry IP+ Wireless Call Point

- Strike knob actuator
- Easy to install
- Loud 118dB Siren
- Durable and robust construction
- Long lasting PP9 battery supplied with unit
- Suitable for external use
- 50mm Diameter switch makes for quick emergency operation
- 2 year manufacturers guarantee.

### FireKart Double Fire Extinguisher Trolley

- Robust rotationally moulded trolley.
- Can accommodate 2 extinguishers up to 9 Kg size each and a Fire Bucket.
- Top Panel section supports FireSentry device and extinguisher ID signs.

Part No.	Description
X/FS/CP/SB/FA	FireSentry™ Combined Manual Call Point, Alarm Sounder/Beacon & First Aid Call button
X/FS/CP/SB/FA/FKMT	FireSentry™ Combined Manual Call Point, Alarm Sounder/Beacon & First Aid Call button mounted on FireKart Double Extinguisher trolley

### Fire Sentry RF Call Point with First Aid Function

- Category 1 radio module
- Independently tested to ETSI-300-220-1
- CE, RoHS, EMC & RED Compliant
- 108dB Sounder and LED strobe
- Scratch resistant UV Decals
- Status LED
- 40 Addressable Devices
- Automatic battery low indication
- Completely wireless operation
- "Plug & Play" simple self installation
- Low maintenance costs
- Silent range test facility
- IP55 Enclosure
- "First Aid Call" feature

### FireKart Double Fire Extinguisher Trolley

- Robust rotationally moulded trolley.
- Can accommodate 2 extinguishers up to 9 Kg size each and a Fire Bucket.
- Top Panel section supports FireSentry device and extinguisher ID signs.



X/FS/CP/SB

NEW  
PRODUCT



X/FSIP+/SK/SB



X/FS/CP/SB/FA

X/FS/CP/SB/FA/FKMT





# Fire Detection & Warning

## Fire Sentry Site Alarms

The versatile battery powered site Fire Alarm System.



108-119dB  
sounder



Wireless



Robust  
Construction



Made  
in UK



Available  
for Hire

## Fire Sentry Wireless Field Devices

Part No.	Description
X/FS/DS	Fire Sentry RF Automatic Smoke Detector

### Fire Sentry RF Automatic Smoke Detector

- Automatic Smoke Detection
- Category 1 radio module
- Independently tested to ETSI-300-220-1
- CE, RoHS, EMC & RED Compliant
- New Easy-fix mounting
- IP68 Rated Antenna
- Link 40 Addressable Devices
- External lug for ceiling fixing
- Automatic battery low indication
- Completely wireless operation
- "Plug & Play" simple self installation
- Low maintenance costs
- Battery Supplied

	Description
X/FS/DH	Fire Sentry RF Automatic Heat Detector

### Fire Sentry RF Automatic Heat Detector

- Automatic Heat Detection
- Category 1 radio module
- Independently tested to ETSI-300-220-1
- CE, RoHS, EMC & RED Compliant
- New Easy-fix mounting
- IP68 Rated Antenna
- Link 40 Addressable Devices
- Automatic battery low indication
- Completely wireless operation
- "Plug & Play" simple self installation
- Low maintenance costs
- Battery Supplied



X/FS/DS



X/FS/DH



## Fire Sentry Text Master

	Description
X/FSR/GSM	Fire Sentry GSM "Text Master"

### Fire Sentry GSM "Text Master"

- 15 Character Site description
- Text Upto 5 Mobile Phone Numbers
- O2 or Orange sim card is required
- Full Size SIM Card required
- Wireless connection to other "Synergy" Units
- Requires 110-240v AC supply
- Ip67 Transformer Included
- IP65 Enclosure
- IP67 Antenna
- Indoor Use Only



X/FSR/GSM





## TERMS AND CONDITIONS OF SUPPLY

- 1 Definitions**  
In this Agreement, the following words shall have the following meanings:  
'Completion Date' means any date agreed in writing by the Supplier and the Client by which time the Work is to be completed.  
'Client' means the person, partnership or company identified on the Purchase Order Form  
'Conditions' has the meaning given in Clause 12.4.  
'Goods' means the goods identified in the Quotation or as further notified to the Client to be purchased by the Supplier, after agreement between the Parties.  
'Quotation' means the document to which these Terms and Conditions of Sale are attached together with any correspondence sent by the Supplier prior to the Client accepting the Supplier's quote.  
'Services' means the services identified in the Quotation or as further notified to the Client.  
'Supplier' means Avansys LLP registered in England No OC384483, registered office address: Mayflower House, Bodmin Road, Coventry, CV2 5DB. CareAlert® and Fixfire® are trade marks of Avansys LLP. Allan Fire is a trading style of Avansys LLP.  
'Survey' has the meaning given in Clause 2.3.  
'Work' means the Services and the Goods that the Supplier shall provide for and to the Client.
- 2 Work and materials**  
**2.1** The Supplier agrees to provide:  
**2.1.1** the Services; and  
**2.1.2** the Goods  
to the Client subject to the provisions of these Terms and Conditions of Sale.  
**2.2** By accepting the Supplier's Quotation (with or without amendment) the Client agrees to be bound by these Terms and Conditions of Sale.  
**2.3** The Supplier may need to carry out a survey and inspection of the buildings, electrical supply, water supply, computer equipment and other facilities of the Client (the 'Survey'). The Client acknowledges and agrees that the matters detailed in the Survey ('Client Action') which require action on the part of the Client shall be carried out before any Work is carried out.  
**2.4** This agreement may be varied, or added to, from time to time, in writing and signed by both Parties. The changes shall be clearly identified, together with the additional or different sums to be paid by the Client.
- 3 Performance of the Work**  
**3.1** Goods. On receiving confirmation from the Client that they want the Supplier to carry out the Works, the Supplier shall order the Goods.  
**3.2** Services. The Parties shall agree the time and place when the Services shall be performed, subject to the availability of the Supplier's staff and agents and the availability and delivery of the Goods.  
**3.3** The Supplier shall use reasonable endeavours to complete the Services by the Completion Date or meet such other dates as agreed by the Parties.  
**3.4** Time shall not be of the essence:  
**3.4.1** for ordering of the Goods;  
**3.4.2** for the delivery of the Goods;  
**3.4.3** for any times for when the Services are to be performed, whether given or agreed to by the Supplier; or  
**3.4.4** for the length of time that any of the Services are to take, whether specified in the Specification Document or otherwise; or  
**3.4.5** for the Completion Date or such other date as agreed by the Parties.
- 4 Sums to be paid and payment**  
**4.1** Goods. When the Goods are ordered, the Supplier shall invoice the Client for the price specified by the supplier of the Goods plus the cost of any insurance, packaging, transportation and delivery charges. Except where otherwise agreed in writing the Client shall pay the invoice within 30 days of the date of the invoice.  
**4.2** Services: Except where otherwise agreed in writing payment for sums due for the Services shall be made within 30 days of the date of invoice.  
**4.3** All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the Client.  
**4.4** If payment of any sum due under this Agreement is not received by any due date specified for that sum, the Supplier shall be entitled to:  
**4.4.1** charge interest on the outstanding amount at the rate of 8% per annum above the Bank of England base rate, accruing daily;  
**4.4.2** require that the Client make a payment in advance of any Services or part of the Services not yet supplied;  
**4.4.3** not provide any further Services or part of the Services; or  
**4.4.4** terminate this Agreement as provided for in Clause 15.  
**4.5** Without prejudice to any other right available to the Supplier, the Supplier shall be entitled to charge to the Client all legal and other costs reasonably incurred in the recovery of any debts and any bank charges made due to cheques offered in payment which are dishonoured.  
**4.6** All payments shall quote the Supplier's invoice number and other reference numbers.
- 5 Delivery of the Goods**  
**5.1** The Supplier shall deliver the Goods to the address specified by the Client on the date that the Supplier shall specify for the delivery ('the Delivery Date').  
**5.2** For the avoidance of doubt, the Delivery Date or other date given under this Agreement is no more than an estimate, and shall not be of the essence.
- 6 Risk**  
The risk in the Goods shall pass to the Client on the Delivery Date.
- 7 Property**  
The property in the Goods shall not pass to the Client until the Supplier has received the payment of the sums due in regard to the Goods (and any other sums that are due or owing to the Supplier) in full, whether or not delivery has made.
- 8 Time Limit for Claims**  
**8.1** The Client acknowledges and agrees that:  
**8.1.1** the Supplier has not given any warranty or condition as to the quality or fitness for any purpose of the Goods;  
**8.1.2** all conditions or warranties, express or implied (whether by statute or otherwise), are expressly excluded;  
**8.2** Any Claim by the Client which is based on any defect in the quality or condition of the Goods shall (whether or not delivery is refused by the Client) be notified to the Supplier within 7 days from the date of delivery or (where a defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Client does not notify the Supplier accordingly, the Client shall not be entitled to reject the Goods and the Supplier shall have no liability for such defect or failure, and the Client shall be bound to pay the price as if the Goods had been delivered in accordance with this Agreement.  
**8.3** Where Goods are despatched to the Client by carrier, non-delivery must be advised in writing within 14 days of the invoice date for the Goods, failing which the Client shall be deemed to have received the Goods and shall be bound to pay the price as if the Goods had been delivered in accordance with this agreement.  
**8.4** Any shortage in Goods delivered to the Client must be advised to the Supplier within 3 days of the date of delivery, failing which the Client shall be deemed to have received the Goods and shall be bound to pay the price as if the Goods had been delivered in accordance with this agreement.
- 9 The Client's obligations**  
**9.1** The Client acknowledges and agrees that for the Supplier to be able to provide the Services the Client shall:  
**9.1.1** permit the Supplier, its employees and agents to carry out the Survey if required at such times as the Supplier may reasonably specify;  
**9.1.2** carry out the Client Action by the time and date agreed between the Supplier and the Client;  
**9.1.3** co-operate with the Supplier as the Supplier reasonably requires;  
**9.1.4** provide to the Supplier such information and documentation as the Supplier reasonably requires;  
**9.1.5** obtain all permissions, consents (including, but not limited to, planning permission), and health and safety approvals from such organisations and authorities which are required for the Goods to be installed and for the Services to be carried out;  
**9.1.6** make available to the Supplier the facilities, resources, working space and staff as the Supplier reasonably requires from time-to-time; and  
**9.1.7** instruct the Client's staff and agents to co-operate and assist the Supplier.  
**9.2** The Supplier may charge the Client for any additional reasonable costs and expenses incurred by the Supplier caused by the Client's instructions, failure to provide instructions, or failure to comply with Clause 9.1.
- 10 Services**  
**10.1** The Parties shall agree the time and place when the Services shall be performed, subject to the availability of the Supplier's staff and agents.  
**10.2** The Supplier shall use reasonable endeavours to complete the Services by the Completion Date or meet such other dates as agreed by the Parties.  
**10.3** Time shall not be of the essence:  
**10.3.1** for any times for when the Services are to be performed; or  
**10.3.2** for the length of time that any of the Services are to take; or  
**10.3.3** for the Completion Date or such other date as agreed by the Parties.
- 11 Defects in the Goods**  
**11.1** The Supplier, with, at its option, either make good by repair or by the supply of a replacement, where defects which, under proper use, appear in the Goods within a period of 12 months after the Goods have been delivered and installed, provided that:  
**11.1.1** the Client notifies the Supplier in writing of the claimed defects immediately on their appearance; and  
**11.1.2** the Supplier is satisfied that the defects arise solely from faulty design (other than a design made, furnished or specified by the Client for which the Supplier has disclaimed responsibility in writing), materials or workmanship; and  
**11.1.3** if required by the Supplier, any part of the Goods claimed to be defective are returned to the Supplier at the expense of the Client.  
**11.2** The repaired or replacement Goods will be delivered to the Client to the original place of delivery, but otherwise subject to the provisions of this Agreement.  
**11.3** As an alternative to Clause 11.1, the Supplier shall be, in its absolute discretion, entitled to return the sums paid by the Client for the Goods to the Client if the Client has already paid such sums when the claimed defect is notified by the Client to the Supplier.  
**11.4** The remedy provided in this Clause 11 is without prejudice to the other provisions of this Agreement, including, without limitation, Clause 12 below.
- 12 Liability for the Goods**  
**12.1** The Supplier shall not incur or accept any liability concerning any representation made by the Supplier (or made on the Supplier's behalf) to the Client (or any person acting on behalf of the Client) prior to the making of this Agreement where such representation was made or given in relation to the Conditions;  
**12.2** The Supplier shall not accept any liability to the Client concerning any express term or provision of this Agreement relating to the Goods where such a term relates to the Conditions;  
**12.3** All terms, conditions or warranties implied by statutory or common law relating to the Conditions concerning the Goods are excluded from the Agreement to the fullest extent permitted by law.  
**12.4** 'The Conditions' means:  
**12.4.1** the correspondence of the goods with any description; and/or  
**12.4.2** the quality of the goods; and/or  
**12.4.3** the fitness of the goods for any purpose(s) whatsoever (whether made known to the Supplier or not).
- 13 Warranties, liability and indemnities for the Services**  
**13.1** The Supplier warrants that it will use reasonable care in performing the Services.
- 13.2** If any part of the Services is performed negligently or in breach of the provisions of this Agreement then, at the request of the Client (if the request is given within six months of the Completion Date), the Supplier will re-perform the relevant part of the Services, always subject to Clause 14.1 and Clause 14.2 below.
- 13.3** The Supplier expressly does not warrant that any result or objective, whether stated in this Agreement or not, shall be achieved, be achievable or be attained at all or by a given Completion Date or any other date.
- 14 Liability generally**  
**14.1** Except in the case of death or personal injury caused by the Supplier's negligence, the Supplier's liability under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall be limited in respect of any claim to the greater of:-  
**14.1.1** the sum for which the Supplier carries insurance cover regardless of whether such insurance is sufficient to cover the claim giving rise to the liability; or  
**14.1.2** the sum of £50,000.  
**14.2** The Supplier will not be responsible for the following:  
**14.2.1** Loss in relation to systems installed at the Client's premises prior to the date of this agreement arising:  
**14.2.1.1** before the completion of the Supplier's first routine inspection visit to the Client's premises; or  
**14.2.1.2** during the first 12 months from the start date of this agreement as a result of that part of a fire system which has not yet been inspected  
**14.2.2** Loss due to the acts or neglect of any other person including the Client, the provider of any telephone line, redcare or other type of communication technology, police, fire or other authority or individual. None of these is the Supplier's agent for any purpose.  
**14.2.3** Delays, interruptions or suspensions in providing the Services, which are due to any other person (including the Client), thing or event which we could not reasonably be expected to prevent.  
**14.2.4** Loss due to the fact that equipment or cabling not supplied by the Supplier is connected to or installed near to any equipment or system installed by the Supplier.  
**14.2.5** Loss resulting from:  
**14.2.5.1** the fire, police or other authority failing to act in accordance with a proper emergency response;  
**14.2.5.2** a signal transmitted to the Supplier's alarm receiving centre not being received by the Supplier for reasons beyond the Supplier's control;  
**14.2.5.3** the failure of any cables or wiring installed within the fabric of the Client's Premises or buried underground prior to the start date;  
**14.2.5.4** the activation of a circuit breaker which affects the power supply to any part of the system installed by the Supplier; or  
**14.2.5.5** any other cause beyond the Supplier's reasonable control and not caused by our lack of reasonable care.  
**14.2.5.6** Losses due to the Client failing to follow the Supplier's recommendations given for additions, repairs or any work required to the system supplied by the Supplier.  
**14.2.5.7** Losses outside the purpose of the system installed by the Supplier.  
**14.2.5.8** Where equipment is damaged or lost in transit, unless the Client notifies the Supplier in writing within 10 days from the date of despatch of the equipment to the Client's premises.  
**14.2.5.9** Damage unavoidably caused to decorations, fittings and the like at the Client's premises as a result of any installation by the supplier or the provision by the Supplier of any services.
- 14.3** Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.  
**14.4** The Client shall indemnify and hold harmless the Supplier from and against all Claims and Losses arising from loss, damage, liability, injury to the Supplier employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any information supplied to the Supplier, its employees or suppliers, by the Client within or without the scope of this Agreement. 'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and 'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.
- 14.5** Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
- 14.6** Where the Goods or Services are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976 the statutory rights of the Client are not affected by these Terms.
- 15 Termination**  
**15.1** The Supplier may terminate this Agreement if:  
**15.1.1** the Client does not pay the amount(s) specified in the invoice(s) for the Goods or Services and upon the Supplier giving the Client 14 days' notice following the date specified for the payment of the invoice(s) in Clause 4.1;  
**15.1.2** the Client fails to carry out the Client Action and upon the Supplier giving the Client 14 days' notice following the end of the period specified by the Supplier under Clause 9.1.2.  
**15.2** Without prejudice to Clause 15.1 and any other remedies or rights, either Party may terminate this Agreement at any time by written notice to the other Party (the 'Other Party') and the notice taking effect as specified in the notice.  
**15.2.1** If the Other Party is in material breach of its obligations under this Agreement, and where a breach is capable of remedy within 14 days, the breach is not remedied with 14 days by the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or  
**15.2.2** If the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-constitution), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.  
**15.3** If this Agreement is terminated because of the reason specified in Clause 16.1 above, then the Client shall pay for all Work carried out up to the date of termination and all sums due for payment after the date of termination which arise from commitments entered by the Supplier for the performance of the Work prior to the date of termination.
- 16 General**  
**16.1** Force majeure  
Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.  
**16.2** Entire agreement  
This Agreement contains the whole agreement between the parties in respect of the sale and installation of the Goods and Supplies and related agreements, representations or understandings between them relating to such subject matter. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.  
**16.3** Waiver  
No failure or delay by the Supplier in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of any right, power or privilege of the Supplier or as a bar to the exercise of any right, power or privilege under or in exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.  
**16.4** Severance  
If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent permitted by law, be ineffective as far as is possible without modifying the remainder of this Agreement.  
**16.5** Interpretation  
In this Agreement unless the context otherwise requires:  
**16.5.1** words importing any gender include every gender;  
**16.5.2** words importing the singular number include the plural number and vice versa;  
**16.5.3** words importing persons include firms, companies and corporations and vice versa;  
**16.5.4** references to numbered clauses are references to the relevant clause in this Agreement;  
**16.5.5** any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;  
**16.5.6** the headings to the clauses of this Agreement shall not affect the interpretation;  
**16.5.7** any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bylaw made under that enactment;  
**16.5.8** where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.  
**16.6** Notices  
**16.6.1** Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail, or by facsimile or email (confirmed by first class mail), to the address or facsimile number of the relevant Party set out in the Quotation, or such other address or facsimile number as that Party may from time to time notify to the other Party in accordance with this clause 17.1.1.  
**16.6.2** Notices sent as above shall be deemed to have been received three working days after the day of posting (in the case of inland first class mail), or on the next working day after transmission (in the case of facsimile messages, but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile machine, confirming that the facsimile was sent to the number indicated above and confirming that all pages were successfully transmitted).  
**16.6.3** In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.
- 16.7** Law and jurisdiction  
The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.
- 16.8** Third parties  
For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 17 Cancellation Rights-Consumer Contracts**  
**17.1** This clause shall apply where the client is dealing as a consumer and the Consumer Protection (Distance Selling) Regulations 2000 apply.  
**17.2** Your right of cancellation  
**17.2.1** The Client has the right to cancel the contract at any time up to the end of seven working days after it receives the goods or, in the case of services, the date the Supplier sends its order confirmation (see below). A working day is any day other than weekends and bank or other public holidays.  
**17.2.2** To exercise its right of cancellation, the Client must give written notice to the Supplier by hand or post, fax or email, at the address, fax number or email address shown below, giving details of the goods ordered and (where appropriate) their delivery.  
**17.2.3** If the Client exercises its right of cancellation after the goods have been delivered to it, the Client will be responsible for returning the goods to the Supplier at its own cost. The goods must be returned to the address shown below. The Client must take reasonable care to ensure the goods are not damaged in transit.  
**17.2.4** Once the Client has notified the Supplier that it is cancelling the contract, the Supplier will refund or recredit the Client within 30 days for any sum that has been paid by it or debited from its credit card for the goods or services.  
**17.2.5** If the Client does not return the goods as required, the Supplier may charge the Client a sum not exceeding the direct costs of recovering the goods.  
**17.2.6** You do not have the right to cancel the contract if the order is for audio or video recordings or computer software which have been unsealed by you, or for goods which by their nature cannot be returned or are liable to deteriorate or expire rapidly. The Supplier will notify you at the time your order is accepted if this applies.

All images and descriptions including dimensions are approximate and are only intended to provide a general idea of the goods to which they refer and will not form part of the contract. All colours shown are representations. Although we make every effort to show our products in their original colours, due to photography, printing methods and individual monitors, actual colours may vary. The Company's policy is one of continuous improvement and it reserves the right to make reasonable changes to products specifications at its discretion. When placing an order with the Company, the Buyer must be satisfied that the Company's then specification is appropriate for its (or its customer's) requirements.

Visit our website  
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