



DRAM Solutions Ltd
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Maintenance of
Fire Detection System

Fire & Security Specialists

Company registration in England Wales No: 07438250 | VAT Reg No: 229 5410 11

Introduction

Your fire alarm system and fire extinguishers have been installed to protect you, your building and any occupants currently residing within the building. You have a legal obligation as part of the Regulatory Reform Order of 2005 to ensure that these systems(s) are maintained and in good working order and adheres to current regulatory standards.

DRAM will make servicing your fire alarm system and fire extinguishers an effortless legal obligation for you. Our trained engineers will carry out your servicing in accordance with BS5839-1:2017 and offer you a cost-effective way to ensure your equipment will respond when needed, giving you peace of mind, whilst still complying with current legislation and law.

Scope of Works

Carry out a full service and inspection on the whole system as detailed in Annex A below. Any faults or defects if found will be made known to the customer and will be noted on the service report. Should your system(s) require any repair work to be carried out, labour costs can be found below.

System Batteries

Batteries act as a backup source of power in the event of a mains power outage. Fire Detection systems should run for a minimum of 24 hours for commercial buildings or 72 hours for residential or 8 hours if the system is monitored.

It is manufacturer recommendations and good working practice to replace rechargeable and non-rechargeable batteries every 4 years. The engineer will log battery changes in your on site Logbook. If taking over an existing system and batteries are to be found in need of replacement, the engineer will let the responsible person know whilst still on site and request permission to change them.

Logbook

The Fire Alarm Logbook is a specific document and its role, and its contents, are defined in BS5839 Part 1:2017. BS5839-1:2017 (Point 46.2 & 48.2) states that the Fire Alarm Logbook should contain certain essential information so that persons conducting regular testing and, engineers conducting periodic tests, have this information provided to them where they need it, i.e. in the logbook. This is essential for fire alarm engineers who cannot be expected to second-guess the original designer's intentions and who need to understand the basis upon which decisions were made at the time of the design.

When taking over a new/existing system without a logbook, one can be provided by DRAM for £14.99.

Client Obligations

It would be advisable for the “Responsible Person” to be on site when the service is carried out. The responsible person should be familiar with the building and/or operation of the business and direct the engineer as necessary to the equipment and control panels requiring a service. The client must provide free access to all items and any specialist access required to complete the service visit.

Client Restricted Access

Should access be restricted i.e. by Landlord reducing hours available to work, priority will be given to call points & accessible smoke detectors for functional testing. Remaining devices will be checked by looking at the analogue device values & where possible simulate the device going into alarm. The client should always arrange sounder tests prior to our scheduled visits with tenants, landlords, staff, or agents. DRAM Fire & Security cannot be held responsible for the noncompliance of this testing due to third party restrictions and advises the client to seek dispensation from the landlord or allow for the testing to be done out of hours in compliance with the standard.

Site Visit Cancellation

Should you for any reason wish to cancel this agreement, then a minimum of 48 hours notice (normal working days) in writing or via email is required. Inside 48hrs a standard cancellation charge of £95 will be applicable.

Liability

The client shall indemnify DRAM Fire & Security against all claims for loss, injury or damages including electronic software and hardware, arising out of the use, operation, breakdown or failure of the equipment or services, including consequential losses arising there from testing, unless caused by the negligence, error or omission of DRAM Fire & Security, its servants or agents.

Post Maintenance Visit

In some instances, devices that use batteries can be discharged due to the testing. Some devices may take up to four hours to report a low battery fault at which point the service engineer may have left site. DRAM Fire & Security can take no responsibility for low battery reporting after the service engineer has left site.

Smoke Heads: Optical smoke heads have a life span of up to 10 years. Within this period, they pick up dust and other debris in the air which can contaminate the optical chamber. When performing a test on a smoke detection system, an aerosol smoke is used to activate the optical device. If this device is close to a full contamination the optical head will repeatedly go back into fire. At this point the optical head should be replaced.



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System Location & Owner

System(s) Information

Fire Detection System

Panel Manufacturer

Panel Model

Zones or Loops

No of Devices

Type of System

Maintenance Period

This agreement has been prepared to cover the maintenance requirements of the above system(s) for a period of _____ and is subject to renewal each and every anniversary date. The maintenance will be carried out every three months during:

Maintenance Month 1:

Maintenance Month 2:

Maintenance Month 3:

Maintenance Month 4:

The maintenance agreement shall run from:

To:

Maintenance Agreement Price

The maintenance cost for the system(s) listed above is £ _____ + VAT per annum from the final installation date, site survey or service visit. Any additional costs for labour or parts can be found below. All prices listed in this document are exclusive of vat

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System / Building Notes

Call Out Rates & Charges

Repair/fault call out within 12-month contract period.

Standard Hours Call Out Charge (1st Hour):	£95.00
Extra Standard Hours:	£65.00
Out of Standard Hours Call Out Charge (1st Hour):	£140.00
Sunday & Bank Holidays (1st Hour):	£160.00
Extra Holiday & Non-Standard Hours:	£75.00
Congestion Charge:	£15.00 (if inside Congestion Zone)
Parking:	£ Per Hour

Standard working hours are between Monday to Friday 9:00am to 6:00pm

Part Replacement Costs

All parts installed by DRAM Fire & Security are covered by a 12-month warranty (excluding consumables such as batteries, bulbs). Any part needing replacement after the warranty expiry date or damage not covered by the manufacturer warranty is listed below. Labour will be charged at the above rates. Warranty information can be found in Annex B.

Category	Cost Per Device
	£
	£
	£
	£
	£
	£

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Annex A

Maintenance Tasks

- The period between visits to undertake inspection and service should be based upon a risk assessment but the maximum period between visits should not exceed six months.
- The log book should be inspected
- A visual inspection should be made to check whether structural or occupancy changes have been made that require changes to the fire detection and fire alarm system.
- False alarm records should be checked and relevant action taken if necessary
- Batteries should be checked and tested
- Control panel functions should be checked and tested
- Fire alarm devices should be tested
- Facilities for automatic transmission of alarm signals to an alarm receiving centre (ARC) should be checked after advising the ARC of the proposed actions
- All fault indicators and circuits should be tested and checked
- Printers should be tested
- Other checks and tests recommended by the manufacturer should be carried out
- Outstanding defects should be reported, and the logbook completed and servicing certificate issued.
- The recommended period between successive inspection and servicing visits should not exceed six months.

Annex B

Regardless of the level of service cover, you agree to pay the cost of labour, equipment and / or attendance fees, to repair, replace or disconnect any equipment connected to the system in the event of a fault if the cause includes (but not limited to) the following:

- Accidental or malicious damage to the equipment or interference or tampering with the equipment by either yourself or a third party other than normal user operation.
- Damage caused by rodent or any other animal activity, or the repair or resetting of the system due to activation caused by animal or insect infestation.
- Any insurable loss such as fire, flood, theft or acts of God such as adverse weather, storms or lightning whether or not you are insured for such events.
- Failure of, or interference from, any connected or third party service such as mains supply, telephone line, internet connection, LAN, WAN, Building Management or any other system.
- Changes to layout, equipment, furnishings or environmental conditions internal or external to the property that interfere with, prevent the operation of, or reduce the performance or sound level of any part of the system.
- Replacement of consumable items such as (but not limited to) batteries, lamps, lights, fluorescent tubes, access control cards, video and audio recording heads and recording media.
- Cost of hiring any temporary loan equipment, insurance for this equipment and the cost of refurbishment if not returned in the same condition as it was originally issued.



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Accepted on behalf of:

NAME

COMPANY

DATE

SIGNED

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Terms and Conditions

1. DEFINITIONS

- 1.1. "Us", "Our(s)" or "We" means DRAM Solutions Ltd
- 1.2. DRAM Fire & Security is a trading name of DRAM Solutions Ltd
- 1.3. DRAM Solutions Ltd will be known as DRAM for this document's purposes
- 1.4. "You", "Your(s)" or "Yourself" means you the Customer named overleaf;
- 1.5. "The Contract" means Quotation (if any), these conditions, your order for the Products and/or services and Our Order Acceptance;
- 1.6. "Deal as a consumer" means you neither make Contract in the course of a business nor hold yourself out as doing so and the Products are for your private use;
- 1.7. "Order Acceptance" means our acceptance of your order for the Products and, if applicable the Services;
- 1.8. "Products" means the goods supplied by us described in Our Order Acceptance;
- 1.9. "Quotation" means our written statement of prices for the Products described in it;
- 1.10. "The Services" means service and maintenance of fire equipment or installation works associated with the supply of Products and/or filling of fire extinguishers;
- 1.11. "Total Contract Price" means the amount payable (excluding VAT) under the Contract for the Products and if applicable, the Services.

2. ORDER OF PRECEDENCE

- 2.1. These conditions shall govern the terms upon which we shall supply the Products and, if applicable, the Services, so that any conditions contained in or referred to in Your purchase order shall not bind DRAM unless we expressly agree in writing to vary these conditions.

3. PRICE AND PAYMENT

- 3.1. Payment of the Total Contract Price (plus VAT) is to be made against our invoice within thirty (30) days of invoice date. Invoices shall not be raised prior to the date of delivery. If delivery is by instalments, we shall have the right to decline to make further deliveries until all arrears have been settled.
- 3.2. In the event of a payment dispute, all paperwork & monitoring services will be postponed. DRAM retain the right to disable any electronic systems remotely that have not been paid for until the payment dispute is resolved.

4. DELIVERY AND RISK

- 4.1. Unless otherwise specified delivery shall be deemed to take place when the Products are delivered to your premises, or other specified delivery point in the UK when risk in the Products passes to you. A charge will be made for delivery. All dates specified to you for delivery are estimates only and although we will make every effort to meet such dates, we do not accept responsibility for any delay. In such cases we will supply the Products and, if applicable, carry out the Services as soon as is reasonably possible. Please note that we require access to your premises to carry out the Services.

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5. TITLE

- 5.1. All Products supplied remain our property until payment has been received in full. If you do not pay any sum that is due and payable to us, we shall have the right to recover all or any of the Products by requiring you to make them available for our collection. If you fail to do so then you shall permit us to enter upon your premises where they are reasonably thought to be stored and repossess them. A charge of £120 + vat will be charged to remove any equipment not paid for.

6. WARRANTY

- 6.1. THIS WARRANTY IS IN ADDITION TO AND DOES NOT AFFECT YOUR STATUTORY RIGHTS IF YOU DEAL AS A CONSUMER.
- 6.2. All Our Products are guaranteed for a period of twelve (12) months from the date of delivery against defects in design, materials or workmanship. If there are any such defects then we shall, at our option and expense, repair or replace the defective Products free of charge provided that the Products have not become defective for any other reason, such as accidental damage or a failure to use or install them in accordance with our instructions.
- 6.3. For fire extinguishers only: If You take out an agreement with us on or before the date of delivery, for servicing Your extinguishers in accordance with BS5306: Part 3, we will extend Our guarantee, subject to the terms set out in condition above, to a period of five (5) years from the date of delivery. Please note the service items such as safety pins, O rings, seals, refills et cetera are excluded for this guarantee.

7. MAKING GOOD / Damage

- 7.1. DRAM will make every effort to complete and installation as neatly as possible. However, in some cases, a small amount of making good may be required. DRAM do not undertake these works and the costs associated with these works have not been allowed for in our quotation. In the event of having to remove new or old fire, security or electrical equipment, damage may be caused to walls or paintwork. DRAM do not undertake these making good works.

8. ACCESS & KEYS

- 8.1. The above quotes are based on continuous access to the site with no allowances for waiting time or moving any equipment. All rooms should be accessible for the duration of the install. It is not the responsibility of DRAM or any DRAM employee to store or handle keys given by the customer. DRAM or any DRAM employee take no responsibility for the loss of keys.

9. LIABILITY OF DRAM Solutions LTD

- 9.1. Our Products are manufactured under strict quality control standards and are designed to withstand deterioration and, (pressurised fire extinguishers only); loss of pressure provided you operate, use, maintain and store them in accordance with our instructions on them and/or supplied with them. Please note that we do not accept any responsibility for the consequences of your failure to follow our instructions of for those matters over which we have no control. Therefore, we strongly recommend that you insure against all loss or damage that you could suffer as a result of any failure of the Products to operate.

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- 9.2. Except where You deal as a consumer, (in which case you also have the right to rely on the statutory warranties set out in condition 8.3 below), the warranty given in condition 6 above is the only warranty given by us and otherwise this condition 8 specifies Our entire liability, including liability for negligence, for loss of or damage to property, death or personal injury.
- 9.3. Where you deal as a consumer we accept liability for any breach of any condition or warranty implied by statute as to correspondence of the Products with the description or sample, the Products being of satisfactory quality and/or being fit for a particular purpose made known to us and which we acknowledge in writing and for the direct consequences of Our failure to carry out our obligations under the Contract adequately or at all.
- 9.4. Except as provided in conditions 8.2 and 8.3 above we shall not be liable to you for loss, damage or injury (including liability for negligence) arising out of the supply of the Products or the Services and in particular we do not accept any liability for any consequential or indirect loss or for any loss of profit or business.
- 9.5. Under no circumstances (except as provided in 8.3 above) whatever the basis of any claim against us (whether in contract, tort, including negligence, or otherwise) will our liability for any one claim or the total of all claims arising from one act or omission, exceed in the aggregate:
 - 9.5.1. Where the Total Contract Price is £10,000 or less, the sum of £10,000; or
 - 9.5.2. Where the Total Contract Price exceeds £10,000, the sum of £10,000 plus fifty percent of the difference between £10,000 and the Total Contract Price.

10. FORCE MAJEURE

- 10.1. We shall make every effort to comply with our obligations under the terms of the Contract but we cannot be held responsible for circumstances, which are beyond our reasonable control. If we are unable to perform our obligations under the Contract by reason of any such force majeure event, then we shall give You notice in writing of the circumstances giving rise to it, and after a period of three (3) months either of us shall have the right to terminate the Contract by giving notice in writing to the other without any liability except for the sums accrued due under the Contract.

11. TERMINATION

- 11.1. If either of us shall be in breach of our obligations under the Contract then the other may by seven- (7) days' notice in writing terminate the Contract.
- 11.2. We shall be entitled to terminate the Contract immediately without notice if you shall enter liquidation, receivership, administrative receivership or you make any arrangement or composition with creditors, or if you are an individual, any petition or receiving order in bankruptcy shall be presented or made against you.
- 11.3. If either of us shall terminate the Contract in accordance with its terms then such termination shall be without prejudice to our respective accrued rights and obligations.

12. AMENDMENTS OR CANCELLATIONS

- 12.1. The Contract may be amended or cancelled by you in accordance with the provisions set out in these conditions or, with our written approval, or upon terms which indemnify us against any direct losses previously and reasonably incurred resulting therefrom.

13. ASSIGNMENT

- 13.1. The Contract is personal to you and may not be assigned or otherwise transferred without our written consent.

14. REPRESENTATIONS

- 14.1. These conditions, the Quotation, if applicable, your order for the Products and, if applicable, the Services, and our Order Acceptance contain the whole agreement between us relating to the subject matter of the Contract, and all previous conditions, understandings, commitments, agreements or representations, whether oral or written, are superseded

15. WAIVER

- 15.1. No waiver of any breach of any provision of the Contract shall be considered a waiver of any other or subsequent breach thereof.

16. GOVERNING LAW

- 16.1. This Contract and any non-contractual disputes or any claims arising out of, or in connection with it shall be governed, construed and shall take effect in accordance with the laws of England, and shall be subject to the non-exclusive jurisdiction of the English Courts.

17. SEVERABILITY

- 17.1. If any part of these conditions shall be deemed to be invalid for any reason, then the conditions shall be read as if the invalid words or provisions had to that extent been deleted and the remainder of these conditions shall remain as drawn.

18. Errors

- 18.1. Errors and omissions accepted for all works quoted, installed and commissioned.