

DAVIS MAINTENANCE SOLUTIONS

trading as

DMS Maintenance & Facilities Services

STANDARD TERMS & CONDITIONS OF BUSINESS

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England & Wales

For building maintenance, facilities services, planned and reactive maintenance,
and fire detection and alarm testing, servicing, maintenance and installation.

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Important Contract Information

A.1 These Terms apply to quotations and Works undertaken by Davis Maintenance Solutions, a sole trader trading as DMS Maintenance & Facilities Services ("DMS"). The business contact details for the relevant Contract are those stated on the quotation, work order or invoice.

A.2 These Terms are designed for both Business Customers and Consumers. Where a provision is stated to apply only to a Business Customer or only to a Consumer, it applies only in that capacity.

A.3 Nothing in these Terms excludes or restricts any right or remedy which cannot lawfully be excluded or restricted. In particular, a Consumer's statutory rights under the Consumer Rights Act 2015 and applicable cancellation legislation remain unaffected.

A.4 The Customer should read the quotation and these Terms before accepting the quotation. Where the Customer instructs DMS to begin work, orders materials, books a start date, pays an advance payment or otherwise clearly accepts the quotation, that conduct may amount to acceptance of the Contract.

1. Definitions and Interpretation

1.1 Business Customer means a Customer acting wholly or mainly for purposes relating to that Customer's trade, business, craft or profession.

1.2 Consumer means an individual acting for purposes wholly or mainly outside that individual's trade, business, craft or profession.

1.3 Contract means the agreement between DMS and the Customer comprising the accepted quotation or work order, these Terms and any written variation or project-specific schedule.

1.4 Customer means the person, firm, company, landlord, managing agent, organisation or other body that enters into the Contract with DMS.

1.5 DMS means Davis Maintenance Solutions, a sole trader, trading as DMS Maintenance & Facilities Services.

1.6 Emergency Call-Out means a visit requested because the Customer considers work to be urgent, including a loss of essential service, active leak, security issue, fire alarm fault or other urgent maintenance need.

1.7 Practical Completion means the stage at which the Works are substantially complete and capable of being used for their intended purpose, despite minor snagging items that do not materially prevent such use.

1.8 Premises means the property, building, land or location at which the Works are carried out.

1.9 Quotation means DMS's written quotation, estimate, proposal, work order or other written description of the Works and price.

1.10 Variation means a change, addition, omission or alteration to the Works or their method, sequence, specification or timing.

1.11 Working Day means Monday to Friday excluding bank holidays in England and Wales.

1.12 Works means the labour, services, materials, plant, testing, inspection, installation, maintenance, repair, documentation and other work described in the Contract.

1.13 Headings are for convenience only and do not affect interpretation. References to legislation include amendments and replacement legislation. References to a British Standard mean the edition stated in the Contract or, if none is stated, the edition reasonably applicable to the Works at the date of the Contract.

2. Quotations, Acceptance and Formation of Contract

2.1 Unless the Quotation states otherwise, a Quotation is open for acceptance for 30 days from its date. DMS may withdraw or revise a Quotation before acceptance.

2.2 A Quotation is based on the information reasonably available to DMS at the time it is prepared. Unless expressly included, it does not include hidden defects, concealed services, asbestos remediation, structural work, specialist access, making good outside the described scope, statutory fees or work required because information supplied by the Customer is inaccurate or incomplete.

2.3 The Customer is responsible for checking that the description of the Works reflects what the Customer requires before acceptance.

2.4 A Contract is formed when DMS receives clear acceptance of the Quotation, including acceptance by email, electronic approval, signed document, payment requested as a condition of commencement, or another method accepted by DMS.

2.5 No statement by an employee, subcontractor or supplier changes the Contract unless the change is confirmed by DMS in writing.

2.6 Where a separate written contract is issued for Works exceeding £5,000 or for a project of unusual scope, the separate contract and its project-specific schedules take precedence over these Terms to the extent of any inconsistency.

3. Scope of Works and Standard of Performance

3.1 DMS will perform the Works described in the Contract. Work that is not described is excluded unless added by a Variation.

3.2 DMS will perform services with the reasonable care and skill expected of a competent contractor carrying out work of the relevant type.

3.3 Where the Contract identifies a particular specification, manufacturer's instruction, British Standard, fire strategy, risk assessment or other technical document, DMS will have regard to that document to the extent applicable to the agreed scope.

3.4 Compliance of the Works does not amount to a warranty that the whole Premises, an existing installation or any work by others complies with current standards or law unless DMS has expressly contracted to assess that wider compliance.

3.5 DMS may use suitably competent subcontractors where reasonably required. DMS remains responsible to the Customer for the performance of subcontracted parts of the Works to the extent required by law and the Contract.

4. Customer Responsibilities

4.1 The Customer must provide DMS with accurate information reasonably needed to price, plan and carry out the Works, including known defects, previous reports, drawings, fire risk assessments, asbestos information, service records and relevant building rules where available.

4.2 The Customer warrants that it owns the Premises or has sufficient authority from the owner or other relevant person to instruct the Works. Unless expressly included, the Customer is responsible for obtaining landlord

consent, freeholder consent, planning permission, building control approval, listed building consent, permits and other approvals.

4.3 The Customer must provide safe and reasonable access to the Premises at the agreed times and ensure that DMS can reach the work area with tools, materials and any agreed access equipment.

4.4 The Customer must take reasonable steps to remove or protect fragile, valuable or sensitive items from the work area. DMS will take reasonable care but is not responsible for loss or damage that could reasonably have been avoided by the Customer complying with this clause.

4.5 Where the Customer is a landlord, managing agent, employer or other person in control of premises, the Customer remains responsible for its own statutory duties and for communicating relevant risks and instructions to occupiers, employees and other contractors.

4.6 The Customer must not instruct DMS to carry out work that the Customer knows or ought reasonably to know would be unsafe or unlawful.

5. Access, Site Conditions and Occupied Premises

5.1 The Customer must ensure that access arrangements, keys, access codes, permits and parking permissions are available when required.

5.2 If DMS attends at an agreed time and cannot obtain access, or cannot safely carry out the Works for reasons outside DMS's control, DMS may charge a reasonable aborted-visit or waiting-time charge together with any associated subcontractor or plant charges.

5.3 DMS may temporarily isolate power, water, fire alarm zones, access-control devices or other services where reasonably necessary for the Works. DMS will take reasonable steps to agree significant planned interruptions in advance, but emergency or safety-critical isolation may be necessary without prior agreement.

5.4 In occupied premises, the Customer is responsible for coordinating access with residents, tenants, employees and visitors unless DMS has expressly agreed to do so.

5.5 Working areas must be reasonably clear. Time reasonably spent moving Customer possessions, gaining access or waiting for an area to be made available may be treated as additional work where the need was not reasonably apparent when the Quotation was prepared.

6. Asbestos, Hazardous Materials and Unsafe Conditions

6.1 The Customer must disclose any known or suspected asbestos or other hazardous materials that may be affected by the Works and provide any asbestos register, survey or management information required by law or reasonably requested by DMS.

6.2 DMS is entitled to stop work immediately if suspected asbestos, dangerous contamination, unsafe structure, live electrical hazard, gas risk, biological hazard or another material safety concern is discovered.

6.3 Unless asbestos sampling, survey or removal is expressly included, those services are excluded from the Contract. Specialist investigation, removal, making safe, delay and remobilisation caused by a previously undisclosed hazard may be charged as a Variation.

6.4 DMS is not liable for delay caused by complying with health and safety requirements or by refusing to continue work where DMS reasonably considers conditions unsafe.

7. Start Dates, Programme and Working Hours

7.1 Any start date or completion date is an estimate unless the Contract expressly states that it is fixed. DMS will use reasonable efforts to meet agreed dates.

7.2 Programme dates may change because of material availability, subcontractor availability, access restrictions, hidden defects, weather, emergency work, changes requested by the Customer or other circumstances outside DMS's reasonable control.

7.3 Unless otherwise agreed, normal working hours are during reasonable daytime hours on Working Days. Evening, weekend, bank holiday or emergency attendance may be charged at different rates notified to the Customer.

7.4 DMS may sequence the Works in the manner it reasonably considers appropriate, taking account of safety, access, drying or curing times, supplier lead times and coordination with other trades.

8. Variations, Additional Work and Unforeseen Defects

8.1 The Quotation covers only the Works stated. A request by the Customer for additional work is a Variation and may increase the price and extend the programme.

8.2 If DMS discovers a hidden defect, unsafe condition, non-compliant existing work or other matter that could not reasonably have been identified before commencement, DMS will where practicable explain the issue and obtain authority before carrying out additional chargeable work.

8.3 Where immediate action is reasonably necessary to prevent injury, significant property damage or an unsafe condition, DMS may carry out proportionate temporary making-safe work without prior approval where obtaining instructions is not reasonably practicable. DMS will notify the Customer as soon as reasonably possible.

8.4 Variations may be priced by quotation, agreed schedule of rates, time and materials, or another reasonable basis stated by DMS. If the Customer instructs DMS to proceed before a price is fixed, the Customer must pay a reasonable price for the additional work.

8.5 An instruction from a person whom DMS reasonably understands to be authorised by the Customer may be relied upon. Business Customers are responsible for ensuring that only authorised personnel issue instructions.

9. Prices, Materials, VAT and Third-Party Charges

9.1 Prices are in pounds sterling. VAT will be added where applicable and where DMS is required to charge it.

9.2 Unless stated otherwise, the Quotation includes only materials and equipment expressly identified or reasonably necessary for the stated Works.

9.3 If a supplier materially changes a price after the Quotation has expired, or a specified product becomes unavailable before the Contract is formed, DMS may issue a revised Quotation or propose a reasonably equivalent alternative.

9.4 Parking charges, permits, tolls, congestion or clean-air charges, specialist waste fees, hired access equipment and other project-specific third-party costs are chargeable where stated in the Quotation or reasonably incurred because of the Premises or Customer instructions and not included in the original price.

9.5 DMS may require payment for specially ordered, high-value or non-returnable materials before ordering them even where the general payment schedule would otherwise differ.

10. Advance Payments, Invoicing and Payment

10.1 Unless the Quotation states a different arrangement, invoices are payable within 14 days of the invoice date.

10.2 For Works with a total quoted value exceeding £1,000 and not exceeding £5,000, the standard payment arrangement is 50% of the quoted value payable before commencement and the remaining 50% invoiced on Practical Completion and payable within 14 days. DMS may state a different deposit or stage-payment arrangement on the Quotation where appropriate to the Works.

10.3 Works with a total value exceeding £5,000 will normally be governed by a separate written contract and project-specific payment schedule. That schedule may provide for deposits, stage payments, interim valuations, payment for stored materials or other agreed milestones.

10.4 An advance payment is a payment on account of the Contract price and is not automatically a non-refundable deposit. If the Contract is lawfully cancelled, DMS will account for the advance payment in accordance with clause 13 and applicable law.

10.5 Where interim or stage payments are agreed, each payment becomes due when the relevant stage or milestone stated in the Contract is reached, even if other parts of the Works remain outstanding.

10.6 The Customer must notify DMS promptly of any genuine invoice query and must pay any undisputed amount by the due date. A minor snagging item does not by itself justify withholding the whole invoice.

10.7 DMS does not provide credit facilities unless expressly agreed in writing.

11. Late Payment, Recovery and Suspension

11.1 If a Business Customer fails to pay a qualifying commercial debt when due, DMS may claim statutory interest at 8% per annum above the applicable Bank of England base rate, fixed compensation and reasonable recovery costs to the extent available under the Late Payment of Commercial Debts (Interest) Act 1998.

11.2 For a Consumer, DMS may claim interest or recovery costs only to the extent that the charge is fair, proportionate, transparent and permitted by law. Nothing in these Terms requires a Consumer to pay a disproportionately high charge.

11.3 DMS may send reminders, suspend non-emergency Works, postpone further attendance or decline to order further materials while an undisputed overdue balance remains unpaid, after giving reasonable notice where practicable.

11.4 Suspension for non-payment may result in programme changes, remobilisation charges, supplier increases or subcontractor costs. The Customer is responsible for reasonable additional cost directly caused by its payment default, subject to applicable law.

11.5 Nothing in this clause permits DMS to leave the Premises in an unsafe condition. Where work is suspended, DMS will take such reasonable making-safe steps as are necessary within the agreed scope.

12. Customer Delay, Postponement and No Access

12.1 If the Customer postpones the start date or delays the Works after DMS has allocated labour, subcontractors, materials or hired equipment, DMS may revise the programme and charge reasonable additional costs directly caused by the delay.

12.2 Where materials have already been ordered, the Customer remains responsible for irrecoverable supplier, delivery, storage, restocking or cancellation charges caused by the postponement, subject to DMS taking reasonable steps to reduce avoidable loss.

12.3 Where a subcontractor has been booked and the Customer's postponement causes a cancellation, standby or rebooking fee which DMS cannot reasonably avoid, that fee may be passed to the Customer at cost or at the rate stated in the Contract.

12.4 Repeated postponement or failure to provide access may amount to a material breach permitting DMS to terminate under clause 14.

13. Cancellation and Late Cancellation

13.1 General principle. Once a Quotation has been accepted, DMS may commit labour, order materials, reserve plant and allocate subcontractors specifically for the Customer's Works. The Customer should therefore give as much notice as reasonably possible if cancellation or postponement becomes necessary.

13.2 Business Customers. A Business Customer has no automatic contractual right to cancel an accepted Contract without cost. DMS may agree to cancellation in writing, in which case the Business Customer must pay amounts properly due for work performed and DMS's reasonable losses directly resulting from cancellation, subject to DMS taking reasonable steps to mitigate those losses.

13.3 Consumer statutory rights. Nothing in this clause restricts a Consumer's statutory right to cancel a qualifying distance or off-premises contract during any applicable cancellation period. Where those rights apply, Schedule 1 forms part of these Terms.

13.4 Consumer cancellation outside statutory rights. If a Consumer cancels after any applicable statutory cancellation period has expired, or where no statutory cooling-off right applies, DMS may retain or recover only reasonable sums representing loss directly caused by the cancellation and which DMS cannot reasonably avoid.

13.5 Late cancellation costs may include, where actually incurred or irreversibly committed:

- labour already performed or reasonable preparatory work carried out specifically for the Contract;
- materials manufactured, cut, mixed, configured, specially ordered or otherwise not reasonably returnable;
- supplier delivery, collection, restocking or cancellation charges;
- subcontractor cancellation, standby, mobilisation or non-refundable booking charges;
- plant or access-equipment hire charges that cannot reasonably be cancelled or reallocated;
- reasonable cost of storing or returning materials; and
- for a Business Customer, other direct losses including loss of profit where recoverable by law and reasonably evidenced.

13.6 DMS will not recover the same loss twice and will give credit for costs avoided, refunds obtained, materials reasonably reusable on another job and labour or subcontractor capacity that DMS is reasonably able to redeploy.

13.7 Cancellation at very short notice. Where cancellation or postponement occurs less than five Working Days before the agreed start date, after materials have been ordered, or after subcontractors have been formally allocated, DMS is more likely to have incurred irrecoverable costs. Such cancellation is therefore treated as a late cancellation and the Customer may be charged the reasonable losses described above. This clause does not override any statutory Consumer cancellation right.

13.8 If a Consumer asks DMS to begin a service during an applicable statutory cancellation period, DMS will obtain the Consumer's express request where required. If the Consumer then lawfully cancels before the service is fully performed, the Consumer may be required to pay the proportionate amount permitted by law for services supplied up to cancellation. The Consumer may lose the statutory right to cancel a service once it has been fully performed where the legal requirements for that loss of right have been met.

13.9 Urgent repairs. Statutory cancellation rights may be excluded or limited where a Consumer has specifically requested a visit for urgent repairs or maintenance, to the extent provided by law. Additional goods or services that go beyond the urgent work are treated separately where required by law.

13.10 Cancellation must be communicated clearly to DMS. A Consumer exercising a statutory right may use the model cancellation form in Schedule 1 but is not required to use that form if another clear statement of cancellation is legally sufficient.

14. Suspension and Termination

14.1 DMS may suspend or terminate the Contract on reasonable notice if the Customer materially breaches the Contract and, where the breach can be remedied, fails to remedy it within a reasonable period after being asked to do so.

14.2 DMS may suspend immediately where continuing would create a material health and safety risk, require unlawful work or expose DMS or others to an unacceptable risk.

14.3 DMS may terminate if an undisputed payment remains materially overdue, access is repeatedly denied, the Customer is abusive or threatening to personnel, or the Customer repeatedly prevents proper performance of the Works.

14.4 On termination, the Customer must pay for Works properly carried out, materials properly supplied or irreversibly committed and reasonable demobilisation or cancellation costs, subject to the Customer's statutory rights and DMS's duty to mitigate loss.

14.5 Termination does not affect rights and liabilities that accrued before termination.

15. Materials, Risk and Retention of Title

15.1 Title to identifiable goods and materials supplied by DMS remains with DMS until DMS has received payment in full for those goods and materials, to the extent that retention of title remains legally effective.

15.2 Nothing in these Terms gives DMS an automatic right to enter the Premises or remove materials without consent or lawful authority. Materials that have become permanently incorporated into land or a building may cease to be recoverable as goods even if unpaid.

15.3 For Consumers, risk in goods passes in accordance with applicable consumer law. For Business Customers, risk in materials delivered to the Premises passes on delivery unless the Contract states otherwise, but title may remain with DMS under clause 15.1.

15.4 The Customer must take reasonable care of DMS-owned materials stored at the Premises and must not knowingly sell, dispose of or charge them before title has passed.

16. Customer-Supplied Materials and Equipment

16.1 DMS is not responsible for the quality, suitability, compatibility, availability or manufacturer warranty of materials or equipment supplied by the Customer unless DMS has expressly agreed to assess those matters.

16.2 If Customer-supplied items are defective, incomplete, incompatible or delayed, DMS may charge reasonable additional labour, attendance or remobilisation costs caused by the issue.

16.3 DMS may refuse to install an item that DMS reasonably believes is unsafe, unsuitable, counterfeit, non-compliant or likely to compromise the Works.

16.4 The DMS workmanship guarantee does not cover failure of Customer-supplied goods, although it continues to cover DMS's own installation workmanship to the extent applicable.

17. Waste, Removed Items and Making Good

17.1 Waste removal is included only to the extent stated or reasonably implicit in the Quotation. Hazardous, specialist or unusually bulky waste may be charged separately.

17.2 Unless the Customer asks before removal to retain an item, replaced components and ordinary waste may be removed and disposed of by DMS. Items with a material scrap value will be dealt with as agreed or in accordance with normal trade practice, subject to applicable waste law.

17.3 Decoration, plastering, joinery, floor covering, specialist finishes or other making good following access to concealed services is excluded unless expressly included.

17.4 DMS will take reasonable care to minimise disturbance but the Customer acknowledges that maintenance and fault-finding may require reasonable access holes, lifting of finishes or removal of components where no less intrusive method is reasonably available.

18. Access Equipment, Plant and Third-Party Hire

18.1 Where ladders or ordinary portable access equipment are insufficient or inappropriate, DMS may require towers, scaffolding, MEWPs or specialist access arrangements. Unless included in the Quotation, these are additional costs.

18.2 The Customer must provide any site-specific permits, traffic management permissions or landlord approvals needed for specialist access unless DMS agrees otherwise.

18.3 Hire extensions caused by Customer delay, denied access or Variation may be charged to the Customer where reasonably incurred.

19. Emergency and Out-of-Hours Call-Outs

19.1 An Emergency Call-Out is primarily an attendance and diagnostic service unless the Contract expressly includes a permanent repair.

19.2 DMS does not guarantee that every fault can be permanently repaired during the first visit. Temporary making safe, isolation, resetting, fault identification or a recommendation for further parts or specialist work may constitute proper completion of the call-out scope.

19.3 Call-out, travel, minimum attendance and out-of-hours rates apply where notified before attendance or set out in an applicable schedule.

19.4 Where the Customer requests urgent attendance and then cancels after DMS has dispatched personnel or committed a subcontractor, the Customer may be charged the reasonable attendance and cancellation costs incurred, subject to statutory Consumer rights.

19.5 DMS is not an emergency service and cannot guarantee continuous 24-hour availability unless a separate service agreement expressly provides it.

20. Planned Preventative Maintenance and Recurring Services

20.1 Where DMS provides planned preventative maintenance (PPM), the frequency, assets, tasks and reporting obligations are limited to the service schedule or Quotation.

20.2 PPM reduces risk but does not guarantee that equipment will not fail between visits. Corrective repairs and replacement parts are excluded unless stated otherwise.

20.3 The Customer must notify DMS of material changes to the Premises, use, occupancy, equipment or risk profile that may affect the maintenance regime.

20.4 Missed PPM visits caused by denied access may be rebooked subject to availability and may be chargeable where DMS has incurred attendance costs.

21. Fire Detection and Alarm Services - General

21.1 Fire detection and alarm services are provided only to the scope stated in the Contract. The scope may include testing, inspection, servicing, maintenance, fault finding, design, installation, commissioning or modification, but no activity is included merely because it is related to the fire alarm system.

21.2 For non-domestic systems, DMS will apply BS 5839-1 where it is the appropriate standard and within the agreed scope. As at the issue date of these Terms the current edition is BS 5839-1:2025. For domestic systems, BS 5839-6:2019+A1:2020 may apply. Where a later edition or another standard is contractually applicable, the Contract or applicable regulatory requirement takes precedence.

21.3 British Standards are codes of practice and do not by themselves determine whether a particular system is legally required. The Customer, Responsible Person, designer, fire risk assessor, enforcing authority or other duty holder may determine the required system category, coverage, evacuation strategy and performance objectives.

21.4 Unless DMS has expressly accepted design responsibility in writing, DMS is entitled to rely on the system category, drawings, cause-and-effect information, fire strategy, risk assessment and other design information supplied by the Customer or its professional advisers.

21.5 Where DMS identifies an apparent conflict between the instructed scope and a relevant safety requirement, DMS may pause the affected work and seek clarification before proceeding.

22. Fire Safety Duties and Customer Responsibilities

22.1 Where the Regulatory Reform (Fire Safety) Order 2005 or other fire safety legislation applies, statutory duties remain with the Responsible Person and other duty holders identified by law. Engaging DMS does not transfer those duties except to the extent the law expressly imposes duties on DMS for its own activities.

22.2 The Customer is responsible for providing DMS with relevant fire risk assessments, previous certificates, log books, zone charts, drawings, cause-and-effect information, records of false alarms and known system impairments where reasonably available.

22.3 The Customer must ensure that occupiers and relevant staff are informed of planned testing, sounder operation, isolations and any temporary impairment unless DMS has expressly agreed to manage those communications.

22.4 The Customer remains responsible for routine user actions that fall outside DMS's contracted visits, including any weekly user testing, log-book entries, daily checks or management actions required by the applicable maintenance regime unless expressly included.

22.5 The Customer must promptly consider and act upon safety-critical defects or recommendations reported by DMS. DMS is not responsible for the Customer's decision to defer, reject or fail to instruct recommended remedial work.

23. Fire Alarm Inspection, Testing and Maintenance Limitations

23.1 An inspection or service report records findings from the tests and observations reasonably carried out during the visit. It is not a guarantee that every concealed, intermittent or future fault has been or will be identified.

23.2 Testing is normally non-destructive unless the Contract states otherwise. DMS is not responsible for defects concealed within inaccessible areas, sealed equipment, hidden cable routes or parts of the system that cannot reasonably be tested without additional access or disruption.

23.3 Where testing a device, circuit or interface would create disproportionate risk or disruption without additional controls, DMS may record a limitation or recommend a separate test arrangement.

23.4 A system may develop a fault immediately after satisfactory testing. The fact that a fault later arises does not of itself establish that the earlier service was defective.

23.5 Defects, non-conformities and recommendations identified during a service are not included as remedial work unless the Contract expressly includes repair or the Customer authorises a Variation.

24. Fire Alarm Isolations, Impairments and Temporary Measures

24.1 Fire alarm testing, maintenance and installation may require temporary isolation of zones, devices, outputs, signalling paths or interfaces. DMS will take reasonable care to keep impairment no longer than reasonably necessary for the Works.

24.2 The Customer or Responsible Person is responsible for deciding and implementing any additional temporary fire precautions required while a system or part of it is impaired, unless DMS has expressly agreed to provide a specific control measure.

24.3 DMS will notify the Customer of any known material impairment left outstanding at the end of attendance and, where appropriate, record it on the service report or certificate.

24.4 DMS will not knowingly leave a system in a more hazardous state without informing an appropriate Customer representative, except where immediate communication is impossible and reasonable emergency action has been taken.

25. False Alarms, Remote Signalling and Third-Party Interfaces

25.1 DMS is not responsible for charges, attendance fees, sanctions or losses arising from unwanted fire signals, fire and rescue service attendance, alarm receiving centre actions or third-party monitoring unless directly caused by DMS's breach of Contract or negligence.

25.2 Before testing systems connected to an alarm receiving centre, monitoring service or other remote destination, the Customer must provide any required account details, passwords, keyholder information and isolation procedure unless DMS already holds them under a maintenance agreement.

25.3 Interfaces to lifts, smoke control, access control, gas shut-off, door release, suppression systems, building management systems or other equipment are included only if stated in the Contract.

25.4 DMS is not responsible for the performance of third-party networks, telephone lines, mobile networks, monitoring platforms or systems outside DMS's control.

26. Existing Installations and Work by Others

26.1 When DMS works on an existing system, DMS does not accept responsibility for the design, installation, alterations, programming or maintenance previously carried out by others unless DMS expressly agrees to adopt responsibility for a defined part after suitable assessment.

26.2 Fault finding may reveal multiple or intermittent defects. A quotation to rectify one identified fault does not guarantee that no other fault exists.

26.3 If third parties alter, reset, reprogramme, disconnect or damage equipment after DMS's work, DMS may charge for investigation and reinstatement and the workmanship guarantee may not apply to affected work.

26.4 Where manufacturer access codes, software, licences, proprietary tools or obsolete components are unavailable, DMS's ability to test, modify or maintain a system may be limited. DMS will report material limitations where reasonably apparent.

27. Fire Alarm Certificates, Reports and Records

27.1 DMS will provide certificates, reports or service records appropriate to the contracted fire alarm activity where such documentation forms part of the scope or is reasonably required by the applicable standard.

27.2 A certificate or report relates only to the scope inspected, tested, designed, installed or commissioned by DMS and must be read together with any recorded variations, limitations, defects or recommendations.

27.3 Issuing a certificate does not certify matters expressly excluded from the scope and does not relieve the Responsible Person or other duty holders of their continuing obligations.

27.4 DMS may retain electronic copies of certificates, photographs, test results and job records for legitimate business, safety, insurance and legal purposes in accordance with data protection law.

28. Practical Completion, Handover and Snagging

28.1 Practical Completion occurs when the Works are substantially complete and capable of their intended use, notwithstanding minor defects or snagging items that do not materially prevent use.

28.2 DMS may notify Practical Completion by completion invoice, handover, certificate, email, job sheet or other reasonable written record.

28.3 The Customer should notify DMS within a reasonable time of any snagging item. DMS will investigate genuine workmanship defects within the guarantee period.

28.4 Minor snagging does not entitle the Customer to withhold an amount that is disproportionate to the reasonable cost of addressing the snag. Consumers retain all statutory remedies.

29. Twelve-Month Workmanship Guarantee

29.1 Unless the Contract states a longer period, DMS guarantees its workmanship for 12 months from Practical Completion.

29.2 The guarantee applies to defects caused by DMS's workmanship. DMS will, after reasonable investigation, remedy a covered defect within a reasonable time without charging for the remedial workmanship.

29.3 The guarantee does not cover fair wear and tear, accidental damage, misuse, vandalism, lack of maintenance, environmental conditions outside design limits, consumable items, Customer-supplied goods, manufacturer defects, latent defects in existing work, third-party alterations or faults outside the agreed scope.

29.4 Nothing in this commercial workmanship guarantee limits a Consumer's statutory rights, which may apply independently of and for longer than the stated guarantee period.

29.5 If DMS reasonably determines that a reported issue is not a covered workmanship defect, the investigation or attendance may be chargeable where the Customer was informed of that possibility in advance.

30. Manufacturer Warranties and Replacement Parts

30.1 Where equipment carries a manufacturer warranty, DMS will pass on or assist with that warranty to the extent reasonably practicable and permitted by the manufacturer.

30.2 Manufacturer warranty claims may be subject to the manufacturer's inspection, return procedure, exclusions and decision. DMS does not guarantee a manufacturer's response.

30.3 Labour, access equipment, carriage or attendance required to remove or replace a manufacturer-warranty item is chargeable unless covered by DMS's workmanship guarantee, included by the manufacturer, or otherwise agreed.

31. Photographs, Job Records and Evidence of Condition

31.1 DMS may take photographs or video of the work area, defects, equipment, serial numbers and completed Works where reasonably necessary for job records, quotations, safety, certification, warranty, insurance or dispute resolution.

31.2 DMS will take reasonable steps to avoid unnecessary capture of people, private documents or unrelated personal information.

31.3 DMS will not use identifiable photographs of a private Customer's Premises for advertising or public marketing without an appropriate lawful basis and, where required, consent.

32. Drawings, Designs and Intellectual Property

32.1 Unless the Contract states otherwise, copyright and other intellectual property created by DMS in quotations, drawings, system designs, schedules, templates, calculations and reports remains with DMS or the relevant third-party owner.

32.2 Once the Customer has paid all sums properly due for the relevant deliverable, DMS grants the Customer a non-exclusive licence to use that deliverable for the Premises and purpose for which it was supplied.

32.3 The Customer must not use a DMS design for another site, reproduce it commercially or provide it to a competitor for replication outside the relevant project without DMS's permission, except where disclosure is required by law, an insurer, enforcing authority or professional adviser.

33. Data Protection

33.1 DMS will process personal data in accordance with applicable UK data protection law, including the UK GDPR and Data Protection Act 2018.

33.2 DMS may process Customer and occupier contact information where reasonably necessary to provide the Works, arrange access, issue documents, collect payment, maintain safety records, administer warranties and comply with legal obligations.

33.3 Where the Customer provides personal data about tenants, residents, employees or other individuals, the Customer must ensure that it has a lawful basis to provide that information to DMS.

33.4 DMS may use reputable service providers for accounting, email, job management, cloud storage or similar business functions, subject to appropriate data protection arrangements.

34. Confidentiality

34.1 Each party will take reasonable care of confidential commercial or security-sensitive information received from the other in connection with the Contract.

34.2 This obligation does not prevent disclosure required by law, an enforcing authority, insurer, accountant, legal adviser or other professional adviser, or disclosure of information already lawfully public.

34.3 Fire safety information may be disclosed where reasonably necessary to address an immediate safety concern or comply with a legal duty.

35. Liability and Statutory Rights

35.1 Nothing in the Contract excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or limited.

35.2 Nothing in the Contract limits a Consumer's statutory rights or remedies under the Consumer Rights Act 2015 or other mandatory consumer law.

35.3 DMS is responsible for reasonably foreseeable loss or damage caused by DMS's breach of Contract or negligence, subject to the exclusions and limitations that are lawful and fair in the circumstances.

35.4 DMS is not responsible for loss caused by pre-existing defects, inaccurate information supplied by the Customer, third-party work, Customer failure to follow written safety advice, or events outside DMS's reasonable control, except to the extent DMS itself has caused or contributed to the loss.

35.5 For Business Customers only, and subject to applicable reasonableness requirements, DMS is not liable for indirect or consequential loss, loss of profit, loss of business, loss of contract, loss of anticipated savings or business interruption unless the Contract expressly accepts that risk.

35.6 The Customer must take reasonable steps to mitigate loss after becoming aware of a problem and must allow DMS a reasonable opportunity to inspect an alleged defect before arranging non-emergency remedial work by another contractor, where practicable. This does not restrict a Consumer's statutory remedies or prevent emergency action necessary to protect persons or property.

36. Insurance

36.1 DMS will maintain insurance appropriate to its business activities as required by law and its normal business arrangements.

36.2 On reasonable request in connection with a material project, DMS may provide evidence of relevant insurance cover subject to insurer and confidentiality restrictions.

36.3 The Customer is responsible for maintaining appropriate buildings, contents, business interruption and other insurance for the Premises and its own risks.

37. Events Outside Reasonable Control

37.1 Neither party is liable for delay or failure caused by an event outside its reasonable control, provided that the affected party takes reasonable steps to reduce the effect of the event.

37.2 Such events may include severe weather, flood, fire, epidemic restrictions, utility failure, transport disruption, industrial action, sudden supplier failure, shortage of critical materials, civil emergency or governmental restriction.

37.3 This clause does not excuse payment for Works already properly performed or materials properly supplied.

37.4 If an event outside reasonable control prevents performance for a prolonged period, either party may seek to terminate the affected part of the Contract on reasonable notice, with payment and refunds adjusted fairly for work performed, unavoidable commitments and costs avoided.

38. Complaints and Dispute Resolution

38.1 The Customer should raise any complaint as soon as reasonably possible and provide enough information for DMS to investigate.

38.2 DMS will aim to acknowledge and investigate complaints within a reasonable time, taking account of urgency and safety.

38.3 Before commencing court proceedings, the parties should where appropriate attempt in good faith to resolve the dispute by discussion, exchange of relevant evidence and, if proportionate, mediation or another agreed form of alternative dispute resolution.

38.4 Nothing in this clause prevents either party seeking urgent legal relief or exercising a statutory right.

39. Notices and Communications

39.1 Routine Contract communications may be sent by email, text message, electronic job-management system or post using the contact details supplied by the parties.

39.2 The Customer must promptly notify DMS of any change of invoicing address, email address, site contact or authorised representative.

39.3 A formal notice of termination should be in writing and sent to a contact address or email customarily used for the Contract, unless legislation requires a different method.

40. Subcontracting, Assignment and Third Parties

40.1 DMS may subcontract parts of the Works to appropriately selected subcontractors.

40.2 A Business Customer may not assign the Contract without DMS's written consent, not to be unreasonably withheld where the proposed assignment does not materially increase DMS's risk. Consumer statutory rights are unaffected.

40.3 Unless the Contract expressly states otherwise, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce a term of the Contract.

41. Entire Agreement and Changes to the Contract

41.1 For Business Customers, the Contract records the agreement relating to the Works and supersedes prior proposals about the same scope, except for fraudulent representations and any statement that applicable law makes binding.

41.2 For Consumers, information or statements about DMS or the service may form part of the Contract where the Consumer Rights Act 2015 or other law provides that they are binding. Nothing in this clause removes that protection.

41.3 No Variation to the Contract is binding merely because it appears in a later Customer purchase order or standard terms unless DMS expressly agrees to it.

41.4 DMS may update these standard Terms for future Contracts. The version supplied or incorporated when a particular Contract is formed remains the applicable version unless both parties agree otherwise or a change is required by law.

42. Severability and Waiver

42.1 If a court or competent authority finds part of a provision unlawful or unenforceable, the remaining provisions continue so far as legally possible.

42.2 If a party delays enforcing a right, that delay does not by itself waive the right.

42.3 Where a provision would be valid if narrowed, it is intended to apply only to the maximum extent lawfully permitted, subject to any rule that prevents such modification.

43. Governing Law and Jurisdiction

43.1 The Contract is governed by the law of England and Wales.

43.2 Subject to any mandatory Consumer jurisdiction rights, the courts of England and Wales have jurisdiction over disputes arising from the Contract.

Schedule 1 - Consumer Cancellation Information

This Schedule applies only where the Customer is a Consumer and a statutory cancellation right applies to the particular distance or off-premises Contract.

1. Right to cancel

S1.1 Where the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply, a Consumer may have a statutory right to cancel without giving a reason during the applicable cancellation period. For a service contract this is normally 14 days after the day the contract is entered into. Different rules can apply depending on the legal classification of the contract and goods supplied.

S1.2 To exercise the right to cancel, the Consumer must inform DMS of the decision to cancel by a clear statement before the cancellation period expires. The model form below may be used but is not mandatory where another legally valid clear statement is made.

2. Starting work during the cancellation period

S1.3 DMS will not begin a service during an applicable statutory cancellation period unless the Consumer has made any express request required by law or another lawful exception applies.

S1.4 If the Consumer requests performance during the cancellation period and later cancels before the service is fully performed, the Consumer may have to pay an amount proportionate to the service supplied up to cancellation, where the legal conditions for that payment have been met.

S1.5 Where a service has been fully performed during the cancellation period following the Consumer's express request and acknowledgement in the form required by law, the Consumer may lose the right to cancel that service.

3. Urgent repairs

S1.6 Where a Consumer specifically requests a visit for urgent repairs or maintenance, the statutory cooling-off right may not apply to the urgent work to the extent provided by regulation 28 of the 2013 Regulations. This exception does not automatically extend to additional services or goods beyond what is necessary for the requested urgent work.

Model cancellation form

To: Davis Maintenance Solutions t/a DMS Maintenance & Facilities Services (using the contact details shown on the Quotation)

I/We hereby give notice that I/We cancel my/our contract for the following services / goods:

Quotation / Job reference:

Ordered / accepted on:

Name of Consumer(s):

Address of Consumer(s):

Signature of Consumer(s) (only if this form is notified on paper):

Date:

Schedule 2 - Consumer Request to Start Work During a Cancellation Period

Use this Schedule where a statutory cancellation period applies and the Consumer wants DMS to begin services before that period has ended.

- ☐ I expressly request Davis Maintenance Solutions t/a DMS Maintenance & Facilities Services to begin the services before the end of any statutory cancellation period that applies to my Contract.
- ☐ I understand that if I cancel after the services have started, I may be required to pay a proportionate amount for services supplied up to the time I cancel, where permitted by law.
- ☐ I understand that if the service is fully performed during the cancellation period, I may lose my statutory right to cancel once the legal requirements for that loss of right have been satisfied.

Customer name:

Quotation / Job reference:

Signature:

Date:

Schedule 3 - Contract Administration Checklist

This checklist is for practical administration and does not replace the Contract.

- ☐ Quotation identifies the Customer, Premises, scope and price.
- ☐ These Terms supplied or clearly made available before acceptance.
- ☐ Payment arrangement stated: under £1,000 / £1,000-£5,000 standard 50/50 / separate contract over £5,000 / other stated schedule.
- ☐ Any material exclusions and assumptions stated on the Quotation.
- ☐ Consumer cancellation information supplied where applicable.
- ☐ Early-start request obtained where applicable.
- ☐ Relevant fire alarm category, design responsibility and applicable standard stated where needed.
- ☐ Known asbestos / hazard information obtained where relevant.
- ☐ Access, parking and permits agreed.
- ☐ Customer acceptance recorded in writing or electronically.

END OF STANDARD TERMS & CONDITIONS - VERSION 2.0