



# SALES TERMS & CONDITIONS

# I. Definitions

## In these Terms and Conditions:

Agreement means the contract between Lil Fire Ltd and the Client for the supply of Services, comprised of these Terms, the Proposal, and any schedules or attachments.

Client means the person, company, or organisation receiving services from Lil Fire Ltd.

Services means all professional consultancy services provided by Lil Fire Ltd, including but not limited to fire engineering consultancy, management, design, documentation, project support, and related advisory work.

Fees means the charges payable by the Client for the Services in accordance with the Proposal and these Terms.

Deliverables means all documents, reports, drawings, data, and other outputs produced by Lil Fire Ltd as part of the Services.

Working Day means any day except a Saturday, Sunday, or public holiday in England and Wales.

# 2. Basis of Agreement

2.1 These Terms apply to the supply of Services by Lil Fire Ltd and prevail over any conflicting terms proposed by the Client.

2.2 An Agreement shall be formed when the Client accepts a Proposal from Lil Fire Ltd in writing or by issuing a purchase order referencing the Proposal and these Terms.

2.3 No variation to these Terms shall be binding unless agreed in writing by a director of Lil Fire Ltd.

## 3. Services

3.1 Lil Fire Ltd shall perform the Services with reasonable skill, care, and diligence, consistent with good industry practice.

3.2 Lil Fire Ltd may use subcontractors or third parties where appropriate but remains responsible for delivery of the Services.

3.3 The scope of Services is defined in the Proposal. Any additional work requested by the Client that falls outside that scope may incur additional Fees.

## 4. Fees and Payment

4.1 Fees are calculated in accordance with the Proposal. Unless otherwise stated, Fees are exclusive of VAT and any other applicable taxes.

4.2 Invoices will be issued on the basis set out in the Proposal or, if not specified, monthly in arrears.

4.3 Payment is due within 30 days of invoice unless otherwise agreed in writing.

4.4 If the Client fails to make any payment by the due date, Lil Fire Ltd may:

- a) suspend provision of Services;
- b) charge interest on overdue amounts at 4% above the Bank of England base rate;
- c) recover any costs incurred in collecting overdue amounts.

## 5. Client Obligations

5.1 The Client shall provide all information, access, and resources reasonably required for Lil Fire Ltd to deliver the Services.

5.2 The Client warrants that any information provided to Lil Fire Ltd is accurate.

5.3 Lil Fire Ltd shall not be liable for delays or failures in performance caused by Client defaults or failures to provide required information or access.

## 6. Intellectual Property

6.1 Lil Fire Ltd retains all intellectual property rights in its methodologies, templates, tools, and any pre-existing materials.

6.2 Upon payment in full of all Fees due, the Client is granted a non-exclusive licence to use Deliverables for the purpose for which they were supplied.

6.3 The Client shall not copy, distribute, or use Deliverables for any other purpose without Lil Fire Ltd's prior written consent.

## 7. Confidentiality

7.1 Each party shall treat all confidential information of the other as strictly confidential and shall not disclose it to any third party without prior written consent, except as required by law.

7.2 These obligations survive termination of the Agreement.

## 8. Limitation of Liability

8.1 Nothing in these Terms shall limit liability for death or personal injury caused by negligence or for fraud.

8.2 Subject to clause 8.1, Lil Fire Ltd's total liability for all claims arising out of or in connection with the Agreement shall not exceed the total Fees paid by the Client under the Agreement.

8.3 Lil Fire Ltd shall not be liable for indirect, consequential, special, or economic loss, including loss of profit, loss of business, or loss of data.

## 9. Warranties

9.1 Lil Fire Ltd warrants that it will perform Services with reasonable skill and care.

9.2 No other warranties, express or implied, are made, and all other conditions are excluded to the fullest extent permitted by law.

## 10. Termination

10.1 Either party may terminate the Agreement by giving 30 days' written notice.

10.2 Lil Fire Ltd may terminate immediately if the Client fails to pay undisputed Fees by the due date.

10.3 On termination, the Client shall pay all outstanding Fees for Services performed up to the date of termination.

## II. Force Majeure

11.1 Neither party shall be liable for any delay or failure to perform its obligations under the Agreement if such delay or failure is due to causes beyond its reasonable control.

## 12. Governing Law and Jurisdiction

12.1 These Terms and the Agreement shall be governed by and construed in accordance with the laws of England and Wales.

12.2 The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

### 13. Entire Agreement

13.1 This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements and representations relating to its subject matter.

