



## Terms & Conditions for Fire Risk Assessments and Related Consultancy Services

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### Fire Safety Solutions (South) Limited Terms and conditions

#### 1. Introduction

- 1.1 This document (together with any documents referred to in it) tells you the terms and conditions (the 'Conditions') upon which we will sell and supply the Services to you. You may print a copy for future reference.
- 1.2 Business Day: a day other than a Saturday, Sunday or public holiday when banks in London are open for business.
- 1.3 'Services' means the consultancy services provided including but not limited to Fire Risk Assessment, Fire Warden Training, Health and Safety site assessments, Fire Door Inspection
- 1.4 'Order' means an acknowledged set of these Terms and Conditions along with the particulars of the Services.
- 1.5 Supplier means Fire Safety Solutions (South) Limited of Unit 6, City Grove Trading Estate, Woodside Road, Eastleigh SO50 4ET (company number (07328928)).
- 1.6 By ordering our Services, you agree to be bound by these Conditions. We will be unable to proceed with your transaction if you do not accept these terms and conditions.

#### 2. About us

- 2.1 Fire Safety Solutions (South) Limited is a specialist fire consultancy business owned and operated by New Path Fire and Security Limited, who are also located at Unit 6, City Grove Trading Estate, Woodside Road, Eastleigh SO50 4ET (company reference 12408764).

#### 3. Provision of Fire Risk Assessment

- 3.1 The Supplier shall provide the Services to the Customer on the terms and conditions as set out herewith.
- 3.2 Fire Risk Assessments will be carried out in accordance with and to satisfy the requirements of all relevant guidance including the Regulatory Reform (Fire Safety) Order 2005.
- 3.3 The assessment will be undertaken using the relevant Approved Document B, the appropriate Home Office Guides, and relevant British Standards in addition to the risk-based approach carried out at the physical assessment by experience & knowledge of the assessor.
- 3.4 The fire risk assessment will concentrate on risks and control measures associated with the premises and their primary or secondary use to identify any significant hazards and any relevant persons at risk from them.
- 3.5 It is intended to assist the responsible person and/or their representative, in meeting their legal obligations but does not in itself ensure or confirm compliance.
- 3.6 The fire risk assessment will be based upon good faith and will refer to areas, items, provisions, and systems readily identifiable and available, and upon information provided by the responsible person and/or their representative.
- 3.7 It is expected that all information provided by the responsible person whether documented or verbal is both accurate and truthful.

- 3.8 The fire risk assessment audit will be neither intrusive nor invasive and therefore, by necessity, certain assumptions may be made, and liability will be confined to specified hazards and risks.
- 3.9 External wall surveys (EWS) are not included with Type 1 fire risk assessments and whilst the assessor will advise to the best of his knowledge if the combustibility rating of external walls and any door or window fitted cannot be confirmed then an EWS should be carried out by a competent body.
- 3.10 The risk assessment does not include specialist tests or detailed inspection of the heating, hot and cold-water appliances, gas, electrical appliances, drainage, fire alarm and smoke detection or other services as this does not form part of our brief.
- 3.11 In addition, service ducts, ceiling voids, areas above false ceilings or similarly enclosed areas where opening-up works would cause damage to the existing fixtures and finishes, will not be inspected.
- 3.12 Fitted carpets, furniture, and heavy objects will not have been lifted or moved.
- 3.13 The electrical and mechanical worthiness of all plant and equipment is outside the scope of this report although the servicing and maintenance of such items may be commented upon, as well as the design and coverage of installed systems.
- 3.14 If there is good reason to suspect serious structural deficiencies that could lead to the spread of fire beyond the point of the fire origin, further investigation by way of full passive fire protection survey will be recommended in addition and to form part of the fire risk assessment process.
- 3.15 The assessor will only be able to comment and report on the situation and circumstances as witnessed by, and/or advised to them, at the time of Inspection/audit.
- 3.16 It should be noted that it is the responsibility of the responsible person and/or their representative to implement any required actions identified by the fire risk assessment.
- 3.17 The fire risk assessment is a continuous, live process and must be monitored and audited, reviewed, and revised with any structural and material changes to the premises, the usage of, and any process carried out within it – our portal software allows you to update the assessment with instant changes accordingly.
- 3.18 The responsible person and/or their representative should ensure that this is achieved.
- 3.19 It is important to note that as part of the forming of this contract by agreeing to the terms and conditions laid out that the fire risk assessor named on the fire risk assessment document does not have any control over the ongoing management or refurbishment of the named premises once the assessment has been completed.
- 3.20 the Regulatory Reform (Fire Safety) Order 2005 doesn't specify how often a risk assessment need be performed but does state that a review should take place at 'regular' intervals, and it is best practice to continually monitor the measures in place to assess how successfully the risks are being controlled.
- 3.21 Commonly, it has become standard practice to review assessments on a yearly basis.
- 3.22 However, if you feel that your assessment is no longer valid, or circumstances have changed within your premises, you are advised to conduct a fire risk assessment review to assess risks.

#### **4. Service Agreement Timescale**

- 4.1 The Supplier shall perform the Services with reasonable care and skill, in accordance with:
- (1) generally recognised commercial practices and standards in the applicable industry; and
  - (2) all laws and regulations applicable to the Services, including all laws and regulations related to (i) anti-bribery and corruption, and (ii) data protection.
- 4.2 The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the premises and that have been communicated to the Supplier.

## **5. Customer's Obligations**

- 5.1 No amendment shall be made to the agreed Services except on terms agreed in writing by the Parties in accordance with the clause below Change Control.
- 5.2 The Customer must:
- (i) co-operate with the Supplier in all matters relating to the Services. Provide, in a timely manner, any information or documentation the Supplier may reasonably require, and the Customer shall ensure that it is accurate in all material respects.
  - (ii) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services before the date on which the Services are to start.
  - (iii) provide to the Supplier, its agents, subcontractors, consultants, and employees, in a timely manner and at no charge, access to the Premises and other facilities as reasonably required by the Supplier.
  - (iv) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises.

## **6. Defective Services**

- 6.1 The Supplier shall promptly notify the Customer of:
- (i) any delays or problems from time to time in the provision of the Services of which the Supplier becomes aware.
  - (ii) any circumstances from time to time which may prevent the Supplier from providing the Services in accordance with this Agreement together with (where practicable) recommendations as to how such circumstances can be avoided; and
  - (iii) any complaint (whether written or not) or other matter which comes to its attention and which it reasonably believes may give rise to any loss by or claim against the Customer or which may result in any adverse publicity for the Customer.
- 6.2 The Customer shall, without limiting any right or remedy of the Customer, promptly report to the Supplier any defects in the Supplier's performance of the Services as soon as reasonably practicable after any such defect comes to the attention of the Customer.
- 6.3 Where any defect in the provision of the Services is reported to the Supplier by the Customer or otherwise comes to the attention of the Supplier, the Supplier shall, without limiting any other right or remedy of the Customer, use its reasonable endeavours to provide such further services as are necessary in order to rectify the default as soon as is reasonably practicable.

## **7. Charges, Payment and Time Records**

- 7.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the agreed sum promptly upon provision of invoice and by no later than 30-days from date of assessment.
- 7.2 Charges quoted to the Customer are normally exclusive of VAT and will have been agreed beforehand at the quotation stage.
- 7.3 The work of the Assessor is not limited to the time he/she spends on site. A significant portion of time is committed to reviewing findings and report writing. This element of the works is included in the accepted quotation.

## **8. Payment is due in accordance with the supplier's terms and conditions.**

- 8.1 Unless otherwise stated, our quotation is inclusive of all anticipated expenses.
- 8.2 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the Due Date the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate at the relevant time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 8.3 The Supplier may choose to charge statutory interest due. The Customer shall pay the interest together with the overdue amount; and the Supplier may suspend all services until payment has been made in full.

- 8.4 All sums payable to the Supplier under this Agreement shall become due immediately on its termination, despite any other provision.
- 8.5 The Supplier and the Customer shall pay all amounts due under this Agreement in full without any deduction except as required by law and neither party shall be entitled to assert any credit, set-off or counterclaim against the other to justify withholding payment of any amount due, in whole or in part.
- 8.6 Every effort will be made to resolve any payment issues with the customer, but should all collection attempts fail the customer will be notified of impending debt recovery action and failure to respond to that notice will result in the invoice being passed over to an external debt collection agency without further notice.
- 8.7 The supplier also maintains the legal right to recover the invoice in a court of law should all other collection avenues fail.

## **9. Change control**

- 9.1 The Customer may request an increase or decrease in the volume of the Services, a change in the Specification, or the addition of new Services (Change Request) by notifying the Supplier in writing of its requirements.
- 9.2 The Supplier shall give due consideration to any Change Request from Customer and shall provide the Customer with a written response which may include amended fees.
- 9.3 Any Change Proposal provided by the Supplier under the above clause shall be based on the Service Charges or, if this is not appropriate, shall be a fair and reasonable quotation for the Change Request.
- 9.4 The Customer shall give due consideration to the Supplier's Change Proposal under the clause above and shall within 3 Working Days after receipt of the Change Proposal either give the Supplier a written notice accepting the Change Proposal (subject to or without further negotiation) or rejecting the Change Proposal. If the Customer accepts the Change Proposal, the parties shall as soon as reasonably practical execute a variation to the Agreement and the Supplier shall implement the agreed variation. If no response is received from the Customer, the Change Proposal shall be deemed to be accepted.
- 9.5 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, provided that the Supplier gives the Customer reasonable notice of such changes and that such changes do not materially affect the nature/scope of the Services or the Service Charges.
- 9.6 Once an Order has been placed, the Supplier is committed to costs and preparatory work. Therefore it is agreed that any cancelled orders including unattended appointments made by the Customer shall not be subject to Refund.

## **10. Liability and Insurance**

- 10.1 If the Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
- 10.2 Nothing in this Agreement limits or excludes either party's liability for: death or personal injury caused by its negligence; fraud or fraudulent misrepresentation;  
or  
breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);  
or  
any other liability which cannot be limited or excluded by applicable law.
- 10.3 Subject to the above clause and the clause above (Indemnity), neither party shall have any liability to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- loss of profits;
- loss of sales or business;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of or damage to goodwill;
- loss of use or corruption of software, data or information;
- any indirect or consequential loss.

- 10.4 Subject to the two proceeding clauses the total liability of the Supplier for any other loss of the Customer in respect of any one event or series of connected events shall not exceed £1,000,000.
- 10.5 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.
- 10.6 During this Agreement, the Supplier and the Customer shall each maintain in force with a reputable insurance company, insurance sufficient to indemnify risks for which they may be responsible, including for their respective sub-contractors, agents, and employees, in connection with the Services and shall, on either parties' request, produce both the insurance certificate giving details of cover.

## **11. Confidentiality**

Each party will only use Confidential Information to perform its obligations under the Agreement and will not cause or allow the information to be disclosed except:

- where required by law, court order or any governmental or regulatory body.
- to any of its employees, officers, sub-contractors, representatives, or advisers who need to know the information in order to discharge its obligations under the Agreement and agree only to use the information for that purpose and not to cause or allow disclosure of that information.
- where the information has become generally available to the public (other than as a result of disclosure in breach of the Agreement by the party or any of its employees, officers, sub-contractors, representatives or advisers).
- where the information was available or known to it on a non-confidential basis before being disclosed under the Agreement; or
- where the information was developed by or for it independently of the Agreement and is received by persons who are not the disclosing party.

## **12. Data Protection**

- 12.1 Each party warrants and represents that it has made and undertakes that at all times during the term of this Agreement it will maintain, any notification and registration required under the Data Protection Act 1998 (DPA) that relate to the performance of its obligations under this Agreement.
- 12.2 Each party undertakes that in the performance of this Agreement it will comply with the DPA, and in particular the Data Protection Principles set out in the DPA, and with any guidance issued from time to time by the Information Commissioner.
- 12.3 Unless otherwise instructed, the Supplier may provide other Group Companies with such details as are required to enable them to prepare proposals in respect to any urgent remedial works identified within the Fire Risk Assessment document, as per clause 19.7.

## **13. Circumstances beyond the control of either party**

- 13.1 Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party.
- 13.2 Such causes include, but are not limited to: power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority,

including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the control of the party in question.

- 13.3 The party affected by a circumstance beyond its control shall use all reasonable endeavours to mitigate the effect of the force majeure upon the performance of its obligations.
- 13.4 The corresponding obligations of the other party will be suspended to the same extent as those of the party affected by a force majeure event.
- 13.5 If the delay continues for a period of 60 days, either party may terminate or cancel the Services to be carried out under this Agreement.

#### **14. Termination**

A party may terminate the Agreement immediately by giving written notice to the other party if that other party:

- does not pay any sum due to it under the Agreement within 14 days of the due date for payment.
- commits a material breach of the Agreement which, if capable of remedy, it fails to remedy within 30 days after being given written notice specifying full particulars of the breach and requiring it to be remedied).
- persistently breaches any term of the Agreement.
- is dissolved, ceases to conduct substantially all of its business or becomes unable to pay its debts as they fall due.
- is a company over any of whose assets or property a receiver is appointed.
- makes any voluntary arrangement with its creditors or (if a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986).
- (if an individual or firm) has a bankruptcy order made against it or (if a company) goes into liquidation.
- (if an individual) dies or as a result of illness or incapacity becomes incapable of managing his or her own affairs.

#### **15. Consequences of Termination**

- 15.1 On termination or expiry of this Agreement:  
the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt.
- 15.2 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 15.3 Cancellation or postponement on the day or with less than 48 hours' notice is subject to 100% cancellation fee as stated above.
- 15.4 Postponement of a confirmed booking is acceptable with no charges owed provided that we receive written notice 14 days prior to the originally agreed date of supply and the date to which the service is re-scheduled for must be mutually agreed.
- 15.5 We reserve the right at any time and for any reason to terminate the Agreement in whole or in part by giving the Client written notice whereupon all work on the Agreement shall be discontinued.
- 15.6 Other than as set out in the Agreement, neither party shall have any further obligation to the other under the Agreement after its termination.

#### **16. General**

- 16.1 This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might

- have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.
- 16.2 No party may assign, transfer or sub-contract to any third party the benefit and/or burden of the Agreement without the prior written consent (not to be unreasonably withheld) of the other party.
- 16.3 No variation of the Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of both parties.
- 16.4 The Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement and no third party has any right to enforce or rely on any provision of the Agreement.
- 16.5 Unless otherwise agreed, no delay, act, or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 16.6 A provision which by its intent or terms is meant to survive the termination of the Agreement will do so.
- 16.7 If any court or competent authority finds that any provision (or part) of the Agreement is invalid, illegal, or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.
- 16.8 Any notice (other than in legal proceedings) to be delivered under the Agreement must be in writing and delivered by pre-paid first-class post to or left by hand delivery at the other party's registered address or place of business or sent by email to the other party's main business email address as notified to the sending party. Notices:
- sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day and, where posted from or to addresses outside the United Kingdom, on the tenth Working Day following the date of posting.
  - delivered by hand will be deemed to have been received at the time the notice is left at the proper address; and
  - sent by email will be deemed to have been received on the next Working Day after sending.

## **17. Governing law and jurisdiction**

- 17.1 This Agreement will be governed by and interpreted according to English law.

## **18. Complaints**

If you have a comment, concern or complaint about any Services purchased from us, please contact us by telephone on 02392 696596 or by email at [info@fsssouth.co.uk](mailto:info@fsssouth.co.uk)

## **19. Use of personal data**

- 19.1 You authorise us to:  
process and transmit your name, address and other personal information supplied by you (including updated information) to obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity supply the Goods and Services to you; carry out checks to ensure you have adequate funds and fulfil security and fraud prevention requirements; transmit the payment and delivery information provided by you during the order process (included any updated information) for the purpose of obtaining authorisation from your card issuer.
- 19.2 validate your name, address and other personal information supplied by you during the order process against appropriate third-party databases including the card issuer, registered credit reference agencies and fraud prevention agencies.
- 19.6. inform you of similar Goods and Services we provide (both directly and from within the New Path Fore and Security Group), but you may contact us at any time to request that we stop informing you of these.
- 19.7 supply contact information and technical fire safety information from the Fire Risk Assessment to companies within the New Path Fire and Security group for the purposes

of providing a quotation or further advice on any remedial works arising from the findings of the Fire Risk Assessment.

## **20. Third party rights**

Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

## **21. Other important terms**

- 21.1. We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.
- 21.2. Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.
- 21.3. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.
- 21.4. All Contracts are concluded in English only.
- 21.5. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.
- 21.6. A waiver by us of any default shall not constitute a waiver of any subsequent default.

## **22. Governing law and jurisdiction**

These Conditions and the Contract are governed by the laws of England and Wales and you can bring legal proceedings in respect of the Goods or Services or Goods and Services in the courts of England and Wales.

If you live in Scotland you can bring legal proceedings in respect of the Goods or Services or Goods and Services in either the courts of Scotland or England and Wales. If you live in Northern Ireland you can bring legal proceedings in respect of the Goods or Services or Goods and Services in either the courts of Northern Ireland or England and Wales.

If you live in another country in the EU, you can bring legal proceedings in respect of the Goods or Services or Goods and Services in either the courts of your home country or England and Wales.