

TERMS & CONDITIONS FOR FIRE RISK ASSESSMENTS AND RELATED CONSULTANCY SERVICES

DEFINITIONS

In this document, the terms below are defined as follows:

“Agreement”: Refers to the contract, inclusive of these Terms & Conditions, between FSS South Limited (located at Unit 6, City Grove Trading Estate, Woodside Road, Eastleigh SP50 4ET, Company Registration Number 07328928) and the Client, concerning the delivery of Services.

“Company”: Refers to the entity specified in the quote who has secured the Company’s services through an “order confirmation”.

“Order Confirmation”: An instruction given by the client confirming our provision of Services.

“Fee”: The amount stated, which the Client owes for receiving the Services.

“Representative”: An individual employed by the Company or any other person/sub-contractor acting under the Company’s guidance.

“Services”: The services detailed in this agreement.

Scope of the Agreement

The conditions listed here are applicable to the services described in our proposal and order confirmation documents.

1.0 GENERAL PROVISIONS

1.1 The Company commits to delivering the Services with professional care and skill, complying with the Code of Practice for Consultants in the Fire Protection Industry.

1.2 The Company’s recommendations in the Fire Risk Assessment report are based on the information available at the time of the assessment. The Company will not be responsible for any changes made after the report’s publication.

1.3 The assessment will be based on the Company’s observations during their visit and the information provided by the Client. The Company does not guarantee the detection of every defect in the premises.

1.4 The Client should provide all necessary information and access to the premises to facilitate the assessment. If certain areas are inaccessible, the Company will not be held liable for not assessing them.

1.5 The Company will endeavor to meet the dates agreed upon for the Services but will not be liable for any delays outside its control.

1.6 It’s the Client’s responsibility to implement any recommendations provided by the Company. Non-implementation might result in non-compliance with legal obligations.

1.7 The Company will store the Fire Risk Assessment report and relevant records for a period of 6 years. After this period, they may be destroyed.

1.8 The Client must inform the Company of any changes in the premises or its usage, as this might affect the Fire Risk Assessment.

1.9 The Client agrees to pay the Fee for the Services as detailed in the Order Confirmation.

1.10 The Fee is exclusive of Value Added Tax (VAT) and any other relevant taxes, which will be charged at the prevailing rate.

1.11 Payment for the Services should be made within 30 days of the invoice date, unless specified otherwise in the Order Confirmation.

1.12 The Company reserves the right to levy interest charges on overdue payments at 4% above the Bank of England's base rate.

1.13 In case of any disputes regarding the Service or associated charges, the Client should notify the Company in writing within 14 days of receiving the invoice.

1.14 The Company retains ownership rights over any materials, documents, or information produced as a result of the Service until full payment is received.

1.15 If the Client cancels the Service after the Company has commenced work, the Client will be liable for the costs incurred up to the point of cancellation.

1.16 The Company can terminate the Agreement if the Client breaches any terms or fails to make timely payments. In such cases, the Client will owe any outstanding amounts immediately.

1.17 Both the Company and the Client will maintain the confidentiality of all information obtained during the execution of the Agreement.

1.18 This Agreement is governed by English law, and any disputes will be resolved in English courts.

1.19 The Company will adhere to the Client's site rules and regulations, provided they are communicated in advance.

2.0 PAYMENT TERMS

2.1 Any data or personal information obtained during the Service will be processed in compliance with data protection laws and regulations.

2.2 Neither party can transfer any obligations or rights under this Agreement without prior written consent from the other party.



2.3 If any clause in this Agreement is deemed unenforceable or invalid, it won't affect the enforceability of the remaining clauses.

2.4 This Agreement constitutes the entire understanding between the Client and the Company, superseding prior agreements or understandings.

2.5 The Client acknowledges that they haven't relied on any promises or representations by the Company or its representatives, other than those stated in this Agreement.

2.6 The Company may cancel the Service or delay its commencement due to unforeseen circumstances or factors beyond its control.

2.7. The Client can only cancel the Service by providing written notice. Verbal cancellations won't be considered valid.

2.8 The Company will refund any advance payments made by the Client if the Service is cancelled before commencement. However, the Company might deduct any costs incurred up to that point.

2.9 If the Client cancels the Service after its commencement, they may be liable for additional charges based on the work done and costs incurred by the Company.

3.0 WORK EXECUTION AND LIABILITY

3.1 The Company reserves the right to levy additional charges if the Client requests changes or modifications to the Service after it has commenced.

3.2 Any variations or additions to the Service requested by the Client should be confirmed in writing and may be subject to additional fees.

3.3 The Client agrees to indemnify the Company against any claims, damages, or expenses arising due to inaccurate information provided by the Client or non-compliance with the Company's recommendations.

3.4 The Company is not responsible for any delays in the Service due to factors beyond its control, including but not limited to, adverse weather, traffic conditions, or other unforeseen circumstances.

3.5 The Client should provide a safe and suitable work environment for the Company's representatives. If the Company finds the conditions unsafe, it may delay or cancel the Service.

3.6 The Company's representatives will follow all reasonable safety and operational instructions provided by the Client while on the Client's premises.

3.7 The Client is responsible for obtaining any necessary permissions or consents required for the Company to provide the Service on the Client's premises.

3.8 The Client should notify the Company of any specific requirements or restrictions related to the Service at least 48 hours before its commencement.

3.9 The Company retains all intellectual property rights related to the Service and any materials, reports, or information produced during its execution.

3.10 The Client is granted a non-exclusive license to use the materials, reports, or information provided by the Company, solely for its intended purpose.

3.11 Upon termination of the Agreement for any reason, all dues owed by the Client to the Company become immediately payable.

3.12 Termination of this Agreement, for whatever reason, will not affect the accrued rights or remedies of either party.

3.13 All sections in this Agreement that by their nature should remain in effect post-termination will continue to be enforceable, including but not limited to, payment obligations and intellectual property rights.

3.14 The Company may provide links to third-party websites or resources. The inclusion of such links does not imply endorsement by the Company. The Company is not responsible for the content, products, or services available from third-party sources.

3.15 The Client acknowledges that they access third-party resources at their own risk and will be solely responsible for any damage or loss resulting from such access.

3.16 Neither party will be liable for any indirect, consequential, or special damages arising under this Agreement.

3.17 The Company's total liability under this Agreement will not exceed the total Fee paid by the Client during the 12 months preceding the event causing the liability.

3.18 If the Client has any complaints regarding the Service, they should notify the Company in writing within 14 days of the Service's completion. The Company will investigate and address the complaint promptly.

4.0 TERMINATION AND DISPUTES

4.1 The Client agrees to cooperate fully with the Company during any investigations related to the complaint.

4.2 If the Client and the Company cannot resolve the dispute amicably, they agree to submit the dispute to a mutually agreed-upon mediator. If mediation is unsuccessful, the dispute will be referred to arbitration.

4.3 This Agreement is governed by English law, and both parties agree to submit to the exclusive jurisdiction of the English courts.



4.4 The Client must not assign, transfer, or subcontract any of their rights or obligations under this Agreement without the Company's prior written consent.

4.5 The Company may assign, transfer, or subcontract any of its rights or obligations under this Agreement, provided the Client is informed in writing.

4.6 No delay or omission by either party in exercising any right or remedy under this Agreement will be considered a waiver of that right or remedy.

4.7 Any changes or modifications to this Agreement must be in writing and signed by both parties to be considered valid.

4.8 The Company will not be liable for any failure or delay in fulfilling any part of this Agreement if such failure arises from causes beyond its control.

4.9 This Agreement represents the entire agreement between the parties and supersedes all previous understandings, commitments, agreements or representations, whether written or oral.

4.10 Both parties acknowledge that they have not been induced to enter this Agreement by any representations or promises not specifically stated in this document.

4.11 If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in full force and effect.

4.12 Any notices or other communications required under this Agreement should be in writing and delivered by hand, sent by post or email, and will be considered received when they are handed to the recipient, or in the case of post or email, two days after dispatch.

4.13 The headings in this Agreement are for convenience only and do not affect its interpretation.

4.14 Notices sent by post will be deemed to have been received by the addressee two working days after being posted. Notices sent by email will be considered received on the next working day after sending, provided no failure notification is received by the sender.

5.0 NON-SOLICITATION OF STAFF

5.1 Notices should be sent to the registered office address of the Company or to any other address specified by the Company. For the Client, notices should be sent to the last known address or email provided.

5.2 Neither party will be liable for any breach of this Agreement resulting from causes beyond their reasonable control, including but not limited to fires, strikes, insurrections, riots, natural disasters, and acts of God.



5.3 The Client may not assign or transfer their rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign or transfer its rights or obligations without requiring consent but will inform the Client in writing.

6.0 THIRD PARTY ENGAGEMENT

6.1 Failure by either party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right.

6.2 If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions will remain unaffected.

6.3 The Company may subcontract or delegate parts of its obligations under this Agreement to third parties. However, the Company remains responsible for the quality and timely delivery of the Services.

6.4 Any third-party companies or individuals that the Company engages with will be considered as Representatives for the purposes of this Agreement.

6.5 The Company will ensure that any third parties engaged are competent and have the required skills and expertise to perform the delegated tasks.

7.0 MISCELLANEOUS

7.1 This Agreement, including its appendices and any referenced documents, constitutes the entire understanding between the Client and the Company. It supersedes any prior negotiations, discussions, or understandings, whether oral or written.

7.2 Any changes to this Agreement must be in writing and signed by both parties to be effective.

7.3 The Company may review and revise these Terms & Conditions from time to time. Any revised terms will apply to the provision of Services after the date of the revision.