

225 Fire Solutions LTD — Fire Door Survey Booking Terms & Conditions

1. Definitions

- "Client": the person or entity commissioning the Services.
- "Services": fire door survey(s), inspections, site checks, advice, and any related reporting or follow-up inspections provided by 225 Fire Solutions LTD
- "Report": the written fire door survey report provided after inspection(s).
- "We/Us/Our": 225 Fire Solutions Ltd (Ryan Beard and Max Dolby trading as 225 Fire Solutions LTD)
- "You/Your": the Client.
- "Responsible Person": as defined in applicable fire safety legislation.
- "Commercial clients": examples include Hotels, shops, office facilities, schools, industrial units etc.
- "Residential clients": examples include short-term Holiday letting properties, HMO and shared houses under a landlord or management company, blocks of residential flats etc.

2. Booking and Acceptance

- A booking is confirmed when we send written confirmation by email of the agreed date and scope.
- These Terms apply to all bookings and will be provided to the Client either as an email attachment or via our online booking request form. Where an online form is used, the Client must follow the provided link and tick the confirmation box to indicate they have read and agree to these Terms before the booking is accepted.
- By confirming a booking (via email confirmation or by ticking the online acceptance box) the Client acknowledges they have read, understood and accept these Terms.

3. Services and Scope

- The Services comprise a visual, non-invasive inspection of the specified doors, frames, hardware, seals and associated visible elements at the time of the visit, together with a Report identifying defects, non-compliances and recommendations for remedial works.
- Exclusions: invasive opening-up works, destructive testing, laboratory testing, manufacture or certification of door assemblies, removal or replacement of doors, or specialist tests (e.g., fire resistance testing) are excluded unless expressly agreed in writing. Where specialist or invasive work is required, we will advise and may arrange it at additional cost.

4. Client Obligations

- Access: Provide safe, full and unimpeded access to all doors and associated areas included in the survey, including keys, codes or a responsible on-site contact for locked/restricted areas.
- Documentation: Provide any reasonably requested records prior to inspection (e.g., previous surveys, test certificates, door schedules, fire strategy, as-fitted drawings). Failure to provide documentation may be recorded as a scope limitation.
- Site Safety: Ensure the site is safe for our surveyors, disclose known hazards and comply with any reasonable health & safety instructions.
- Availability: Ensure doors are available at the agreed time. Repeated failed access or delays caused by the Client may incur additional charges or rescheduling fees.

5. Fees, Invoicing and Payment

- Fees: Charges are as quoted. Additional work arising from access restrictions, scope changes, re-inspections or extra documentation requests will be charged at our prevailing rates.
- Invoicing: We will invoice on completion of the Services or on delivery of the Report, as stated in the quotation.
- Payment Terms:
Commercial clients: payment due within 14 days of invoice.
Residential clients: payment due on receipt of invoice unless otherwise agreed.
- Payment Method: Bank transfer only.
- Late Payment: Amounts unpaid after 30 days incur interest at 8% per annum above the Bank of England base rate, calculated daily and compounded monthly, plus recovery costs.

6. Cancellation and Rescheduling

- Notify us at least 48 hours before the scheduled appointment to cancel or reschedule without charge.
- Cancellations or rescheduling within 48 hours may incur a fee of 50% of the quoted price.
- We may waive or vary charges at our discretion in exceptional circumstances.

7. Site Delays and Rescheduling Fees

- If our surveyors are delayed or prevented from carrying out the Services due to circumstances attributable to the Client (including restricted access), we may charge a rescheduling fee of up to 50% of the quoted price and any additional reasonable costs.

8. Delivery of Report

- Reports will be issued in PDF format via email to the designated contact. Printed copies may be provided for an additional fee.
- Delivery times will be as quoted or, if not quoted, within a reasonable period after the inspection. We are not liable for indirect or consequential losses arising from delay.

9. Report Use, Validity and Intellectual Property

- The Report is prepared for the Client and for the purposes stated in the quotation. It must not be relied upon by third parties without our prior written consent.
- The Report is valid until the date stated within it, up to a maximum of 12 months from issue, unless circumstances affecting validity change earlier (e.g., alterations to doors or building use).
- Intellectual Property: All intellectual property rights in the Report and any associated materials remain our property. The Client is granted a non-exclusive, non-transferable licence to use the Report for its intended purpose only.

10. Amendments and Additional Work

- Requests for amendments, re-inspections or additional services will be treated as further work and charged accordingly. Any changes to scope must be agreed in writing.

11. Liability and Insurance

- We will exercise reasonable skill and care in providing the Services but do not guarantee enforcement outcomes or that all defects will be detected where not visible or accessible.
- Insurance limits: Public Liability and Professional Indemnity cover up to £5,000,000 per Public Liability claim and £2,000,000 per Professional Indemnity claim.
- Limitation of Liability: Except for liability for death or personal injury resulting from our negligence or for fraud, our total aggregate liability for any claim arising from or in connection with the Services shall be limited to the higher of the fees paid for the Services or the relevant insurance limit stated above. We shall not be liable for indirect or consequential losses (including loss of profits, business or reputation).

12. Indemnity

- The Client shall indemnify, defend and hold harmless 225 Fire Solutions Ltd, its officers, employees and agents from and against all claims, liabilities, losses, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with: (a) the Client's negligence, wilful misconduct or breach of these Terms; (b) any inaccurate, incomplete or misleading information provided by the Client to 225 Fire Solutions LTD; or (c) the Client's failure to implement or act upon recommendations in the Report. This indemnity shall not apply to the extent that such loss or liability arises directly from the negligence, wilful misconduct or fraud of 225 Fire Solutions Ltd. The Client's liability under this clause shall be limited to the greater of the fees paid for the Services or £5,000,000/Professional Indemnity £2,000,000 and shall exclude indirect or consequential losses. The Client must notify 225 Fire Solutions Ltd promptly of any claim and shall have the right to assume conduct of the defence and settlement of such claim, provided that 225 Fire Solutions Ltd may participate in such defence at its own expense.

13. Photography and Marketing

- During site visits we may take photographs for reporting and for marketing purposes, including social media. Photographs for marketing will not identify individuals by name.
- If the Client does not consent to photographs being taken or used for marketing, the Client must notify us in writing before the scheduled inspection. We will respect written refusals and limit photography accordingly.

14. Confidentiality and Data Protection

- We will treat information obtained during the survey as confidential and use it only for the purpose of providing the Services.
- We will process personal data in accordance with applicable data protection laws. Our Privacy Policy is available on request. Contact: 225firesolutions@gmail.com.

15. Electronic Communication

- Electronic communications (including email) are an accepted form of notice under these Terms and will be deemed received when delivered to the designated recipient.

16. Force Majeure

- Neither party will be liable for failure or delay caused by events beyond reasonable control, including but not limited to natural disasters, strikes, pandemics, transport disruption, or governmental actions.

17. Complaints and Dispute Resolution

- Raise concerns by email to 225firesolutions@gmail.com. We will attempt to resolve disputes amicably.
- If informal resolution fails, the parties agree to attempt mediation before commencing court proceedings. Any dispute not resolved by mediation will be governed by the laws of England & Wales and submitted to the exclusive jurisdiction of the courts of England & Wales.

18. Amendments to These Terms

- We may update these Terms from time to time. Changes will be notified by email and published on our website. Material changes will be notified at least 14 days before they take effect; continued use of our Services after notification constitutes acceptance.

19. Severability

- If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

20. Client Responsibilities

- The Client remains responsible for ensuring that the premises and doors comply with all applicable laws, regulations and statutory duties. Recommendations in the Report must be implemented by suitably competent persons and in accordance with applicable regulations and standards.

21. Entire Agreement

- These Terms, together with the quotation and any written scope documents, constitute the entire agreement between the parties and supersede prior representations.

Acceptance

By confirming a booking you acknowledge that you have read, understood and accept these Terms & Conditions.

Contact

225 Fire Solutions Ltd

Email: 225firesolutions@gmail.com