NATIONAL FIRE LTD - STANDARD TERMS & CONDITIONS

1. Application of Terms and Conditions

1.1 The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the Proposal/Quotation which shall be subject to these Terms and Conditions; and

1.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2. Definitions and Interpretation

2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings;

"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"Commencement Date"	means the commencement date for the Contract as set out in the Proposal/Quotation;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Contract"	means the contract for the purchase and sale of the Goods and supply of the Services under these Terms and Conditions;
"Contract Price"	means the price stated in the Contract payable for the Goods;
"Customer"	means the person who accepts a quotation or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;
"Delivery Date"	means the date on which the Goods are to be delivered as stipulated in the Customer's order and accepted by the Supplier;
"Goods"	means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Terms and Conditions;
"Month"	means a calendar month;
"Services"	means the Services to be provided to the Customer as set out in the Proposal/Quotation; and
"Supplier"	means **National Fire Ltd**, a company registered in England under 07909199 of Unit3 Knightwood Court, Gapton Industrial Estate, Gt Yarmouth, Norfolk, NR31 0NQ and includes all employees and agents of National Fire Ltd.

2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

2.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or similar means;

2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

2.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;

2.2.4 a Schedule is a schedule to these Terms and Conditions; and

2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.

2.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2.4 Words imparting the singular number shall include the plural and vice versa.

2.5 References to any gender shall include the other genders.

3. Basis of Sale and Service

3.1 The Supplier's employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.

3.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the Goods and Services or has accepted an order placed by the Customer by whichever is the earlier of:

- the Supplier's written acceptance;
- delivery of the Goods;
- provision of the Services; or
- the Supplier's invoice.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

3.5 In the absence of written agreements/confirmation by both parties, the suppliers terms & conditions cannot be superseded by subsequent terms & conditions.

4. The Goods

4.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.

4.2 The specification for the Goods shall be that set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if such variation(s) is/are accepted by the Supplier). The Goods will only be supplied in the minimum units thereof stated in the Supplier's price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly

4.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.

4.4 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.

4.5 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.

4.6 Any purchase orders issued by the customer can be subject to a 25% cancellation fee once issued to the supplier.

4.7 Should an order be cancelled by a client at any time throughout the during of a project & the project is not a lump sum price, i.e., pricing based on a schedule of rates then the 25% cancellation fee will be based on the total contract value of the entire passive fire protection project irrelevant of the supplier awarded the project.

4.8 For the avoidance of doubt, an order can take the form of a formal purchase order, a letter of intent, an email instruction, or for the supplier to commence with a project at the clients premises.

5. The Services

5.1 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with Clauses 6 and 7 will provide the Services expressly identified in the 07909199.

5.2 The Supplier will use reasonable care and skill to perform the Services identified in the Proposal/Quotation.

5.3 The Supplier shall use its reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.

6. Price

6.1 The price of the Goods and Services shall be the price listed in the Supplier's Proposal/Quotation current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer. We reserve the right to add additional charges to any quoted works that the company has installed or planned to install should it be realised that any such quoted system contravenes with any manufacturers specifications and where we are required to adjust/change the installation system to suit such specifications

6.2 Where the Supplier has quoted a price for the Goods other than in accordance with the Supplier's quotation/proposal, the price quoted shall be valid for 30 days days only or such lesser time as the Supplier may specify.

6.3 The Supplier reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

6.4 Except as otherwise stated under the terms of any Proposal/Quotation or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are inclusive of the Supplier's charges for packaging and transport.

6.5 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Supplier.

6.6 Our quote/rates are based upon all works being completed in a single operation, should partial completion be ordered on site we would seek reimbursement for any additional costs incurred.

6.7 Our quotations are based on the following assumptions:

- It is assumed that all areas to be worked on or in have been installed as per your supplied drawings.
- It is assumed that all areas where our works are to be carried out, are free from obstructions and access impediments as possible.
- We have assumed that adequate suitable areas are available at site for the storage of our materials.
- Our quotation includes strictly for work and quantities extracted from the submitted information our quote does not include for any other implied or assumed intention.

- We have made no allowance for the protection of our works from damage by others. Should any repairs or replacements be required these would be done on a mutually agreed price basis and upon receipt of an official instruction/variation order.
- We have not allowed for any floor/surface protection of your site & we have assumed that all surfaces are suitable for plant and access equipment.

7. Payment

7.1 Subject to any special terms agreed in writing between the Customer and the Supplier, the Supplier shall invoice the Customer for the price of the Goods and Services on or at any time after delivery of the Goods and/or the Provision of the Services (as applicable), unless, in the case of Goods, the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event the Supplier shall be entitled to invoice the Customer for the price at any time after the Supplier has notified the Customer that the Goods are ready for collection or (as the case may be) the Supplier has tendered delivery of the Goods.

7.2 The Customer shall pay the price of the Goods (less any discount or credit allowed by the Supplier, but without any other deduction, credit or set off) within 30 Business Days of the date of the Supplier's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and the Supplier in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery or provision may not have taken place and/or that the property in the Goods has not passed to the Customer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

7.3 All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.

7.4 The Supplier is not obliged to accept orders from any customer or buyer who has not supplied the Supplier with references satisfactory to the Supplier. If at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further goods or services will be delivered or provided to the Customer other than against cash payment and notwithstanding sub-Clause 7.2 of these conditions, all amounts owing by the Customer to the Supplier shall be immediately payable in cash.

7.5 All documentation including certification, O&M manuals and reports will not be issued until full payment for the services & goods provided for in relation to the documentation is received by the supplier in full.

7.6 Unless agreed in writing otherwise, all prices quoted do not include allowances for any retentions or discounts.

7.7 If any services are not completed within a 4-week period the supplier will submit an "Interim Payment" application calculated on a percentage of work completed and the customer hereby agrees to pay such payments within 30days of receiving the application and invoice/s.

8. Delivery and Performance

8.1 Delivery of the Goods shall be made by the Supplier delivering the Goods to the place in the United Kingdom specified in the Proposal/Quotation or, if no place of delivery is so specified, by the Customer collecting the Goods at the Supplier's premises at any time after the Supplier has notified the Customer that the Goods are ready for collection.

8.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.

8.3 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 10.1 risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.

8.4 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with these Terms and Conditions and the Proposal/Quotation provide the Services expressly identified in the Proposal/Quotation.

10. Risk and Retention of Title

10.1 Risk of damage to or loss of the Goods shall pass to the Customer at:

10.1.1 in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;

10.1.2 in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or

10.1.3 in the case of Goods being installed by the Supplier, the time that the Supplier notifies the Customer that the any particular part of an installation is complete.

10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.

10.3 Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.

10.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

10.5 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 10.4.

10.6 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:

10.6.1 the Customer commits or permits any material breach of his obligations under these Terms and Conditions;

10.6.2 the Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;

10.6.3 the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

10.6.4 the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

11. Assignment

11.1 The Supplier may assign the Contract or any part of it to any person, firm or company without the prior consent of the Customer.

11.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

12. Defective Goods

12.1 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Supplier's prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.

13. Customer's Default

13.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

13.1.1 cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer;

13.1.2 appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and

13.1.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 8%per annum above Bank of England's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

13.2 This condition applies if:

13.2.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the contract;

13.2.2 the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

13.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;

13.2.4 the Customer ceases, or threatens to cease, to carry on business; or

13.2.5 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

13.3 If sub-Clause 13.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14. Liability

14.1 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.

14.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.

14.3 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.

14.4 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

14.5 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:

14.5.1 for death or personal injury caused by the Supplier's negligence;

14.5.2 for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or

14.5.3 for fraud or fraudulent misrepresentation.

14.6 Subject to the remaining provisions of this Clause 14:

14.6.1 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and

14.6.2 the Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

15. Confidentiality

15.1 Each Party undertakes that, except as provided by sub-Clause 15.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for 12months after its termination:

15.1.1 keep confidential all Confidential Information;

15.1.2 not disclose any Confidential Information to any other person;

15.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these terms and conditions and the contract;

15.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

15.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 15.1.1 to 15.1.4 above.

15.2 Either Party may:

15.2.1 disclose any Confidential Information to:

15.2.1.1 any sub-contractor or supplier of that Party;

15.2.1.2 any governmental or other authority or regulatory body; or

15.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 15.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 15, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

15.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

15.3 The provisions of this Clause 15 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

16. Communications

16.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

16.2 Notices shall be deemed to have been duly given:

16.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

16.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

16.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

16.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

16.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

17. Force Majeure

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. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

18. Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

19. Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

20. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. Law and Jurisdiction

21.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

21.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

22 Fire Door Specific conditions

22.1 Identification and communication of Fire resistant doorsets

Prior to any maintenance activity being undertaken, the Responsible Person must identify which doorsets are required to be fire resistant and what the period of fire resistance is for each doorset. This will normally be established through a fire risk assessment, with the fire resistant properties of the doorsets being confirmed through a review of fire test evidence to BS 476 Pt 22 or BS EN 1634. Where it is available, documentation confirming the period of fire resistance of each Doorset is to be provided by the client. Where such documentation is not available, any inspection or maintenance activities carried out will only be against the Scheme's general rules of thumb, and the level of confidence in such an inspection will be considerably lower. Frequency of fire door inspections can only be determined by the responsible person.
All Fire door ratings are client declared & for example, in the absence of Fire strategy drawings a 44mm thick Fire door with intumescent smoke seals will be deemed as a FD30S.

22.2 General inspection of Doorsets

The purpose of any inspection that is undertaken on a Doorset is to identify issues that may prevent a Doorset from meeting the declared period of fire resistance, such as damage to the Doorset structure or its components. The inspection is conducted on the understanding that it is assumed that the Doorsets are original and complied with the required building regulations at the time of building completion, and any work that was carried out on the Doorsets prior to the inspection (whether during manufacture, installation, or subsequent to the installation) maintained the period of fire resistance to that of the original test specification.

Whilst the maintainer will attempt to identify issues which may have an impact on the fire resistance, the maintainer does not take responsibility for determining whether any aspect of general maintenance, condition or obvious modification will have altered the original fire resistance period. The inspection can only advise on likely performance issues based on observations that can reasonably be made and cannot establish the period of fire resistance in the same way that a fire resistance test can. Any inspection and maintenance operations that are carried out by individuals certified under the Scheme will be done so based on the following assumptions;

- The Doorset was originally manufactured and installed as a fire resisting doorset
- The Doorset was originally installed correctly with appropriate fire stopping to rear of frame and structural opening
- The appropriate door frame material was used for the Doorset and for the period of fire resistance
- The structural opening is appropriate for the period of fire resistance
- The intumescent materials and hardware were correct at the time of installation
- Ongoing maintenance / repair work has been carried out correctly, without changing the specification of the doorset or affecting any of the above assumptions.

Whilst where it is practical to do so, the maintainer may check the above assumptions are correct and report any issues found to the Responsible Person, the maintainer does not assume any responsibility for any aspect of the doorset's fire resistance performance that may have been affected by any manufacture, installation or repair work that has not been undertaken by the maintainer.

22.3 Sample Inspection of Fire stopping behind architraves

The application of appropriate fire stopping between the frame and the surrounding structure during installation is critical to the fire resistance of a Doorset. Where there is a lack of such fire stopping, the fire resistance performance of the Doorset is likely to be significantly reduced. In order

to properly verify the fire stopping detail, the architrave of each Doorset would need to be removed during the inspection process. As this is unlikely to be considered practical, the client will be given the option of a survey of this fire stopping to be conducted on a sampling basis.

This is a pragmatic solution that cannot guarantee that all Doorsets will have been sufficiently fire stopped and it is the client's responsibility to determine that the proposed sampling regime is sufficient to cover the risk to an acceptable level. Where the sample survey of fire stopping identifies a deficiency, the client will be required to instruct the maintainer and take responsibility for the level of additional checks that are required to maintain a level of risk that is acceptable to the client.

An inspection behind the architraves may not be necessary where there are other means of verifying that this has been done, for example:

Where the original installation was conducted by a BM TRADA Q-Mark Registered Fire Door installer

Where a survey has previously been conducted on the doorset to verify the fire stopping

The maintainer does not take any responsibility for confirming whether the risk assessment is acceptable, for determining the period of fire resistance that is required for any Doorsets, or determining the period of fire resistance that any Doorset is likely to achieve.

22.4 Maintenance & repair work

Where instructed by the Responsible Person, the maintainer will take steps to rectify issues identified with the Doorsets, by conducting repairs in accordance with BM TRADA's Approved Repair Techniques (ARTs).

The aim of any repair work that is undertaken is to restore the performance of the Doorset to the performance that it would have had prior to the damage being sustained. Where an ART is not available for the repair, but the Responsible Person wishes to have the work undertaken, such work will be outside of the scope of certification of the Fire Door Maintenance Scheme where possible.

Whether or not any repair work is undertaken on a Doorset, responsibility cannot be assumed for any aspects of the Doorset's performance that may be attributed to any manufacturing, installation or maintenance activities that were carried out prior to the maintenance activities to be conducted as part of this project.

Passive Fire containment

23 We have not allowed for any mechanical supports for any services either side of a penetration within our standard quotations unless specifically mentioned within our quotation or O&M manual.