

IGNIS SAFETY CONSULTANTS LTD TERMS AND CONDITIONS OF BUSINESS



Contents

1. Purpose and Status of these Terms	2
2. Definitions	2
3. Professional Standard	2
4. Scope of Services	3
5. Quotations, Acceptance and Formation of Contract	3
6. Client Responsibilities	3
7. Access, Security and Keys	4
8. Site Hazards, Asbestos and Safety Information	4
9. Information Provided by the Client or Third Parties	4
10. Deliverables, Reports and Records	5
11. Advice, Recommendations and Implementation	5
12. Variations and Additional Services	5
13. Fees, Invoicing and Payment	6
14. Cancellations, Postponements and Delay	6
15. Meetings and Post-Service Support	6
16. Subcontractors and Associates	7
17. Confidentiality and Data Protection	7
18. Intellectual Property and Use of Documents	7
19. Sharing, Third Party Reliance and Regulators	7
20. Insurance	8
21. Liability and Limitations	8
22. Complaints and Resolution	8
23. Ethical Standards, Anti-Bribery and Modern Slavery	9
24. Equality, Diversity, Safeguarding and Conduct	9
25. Environmental and Sustainability Commitments	9
26. Force Majeure	9
27. Changes to these Terms	10
28. Severance	10
29. Governing Law and Jurisdiction	10
30. Acceptance	Error! Bookmark not defined.

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1. Purpose and Status of these Terms

1.1 These Terms of Business set out the general basis on which Ignis Safety Consultants Ltd provides fire safety consultancy, assessment, training and related services.

1.2 These Terms are intended to be clear, fair and practical. They protect both parties by confirming what Ignis is responsible for, what the Client remains responsible for, and how any issues should be managed.

1.3 Where a quotation, fee proposal, engagement letter, service agreement or other written scope is issued by Ignis, that document will apply alongside these Terms. If there is any conflict, the written project-specific document will take priority for the specific scope, fee, programme or deliverables, and these Terms will continue to apply to all general matters.

1.4 These Terms do not exclude or limit any liability which cannot lawfully be excluded or limited.

2. Definitions

2.1 “Client” means the person, company, organisation, managing agent, property owner, duty holder or other party instructing Ignis.

2.2 “Ignis”, “ISC”, “we”, “us” and “our” mean Ignis Safety Consultants Ltd.

2.3 “Services” means the services provided or to be provided by Ignis, including fire risk assessments, fire safety audits, fire engineering advice, fire strategy reviews, fire door inspections, compartmentation reviews, passive fire protection reviews, training, evacuation planning, drills, consultancy, technical review and related services.

2.4 “Deliverables” means reports, letters, drawings, schedules, action plans, certificates, training records, advice notes or other documents issued by Ignis as part of the Services.

3. Professional Standard

3.1 Ignis will exercise reasonable skill, care and diligence in the performance of the Services.

3.2 Ignis will use competent personnel with suitable experience for the Services being provided, taking account of the nature, complexity and risk profile of the appointment.

3.3 Ignis aims to provide advice that is proportionate, practical and risk-based, rather than creating unnecessary expenditure or excessive administrative burden.

3.4 Fire safety advice often requires professional judgement. Where more than one reasonable approach is available, Ignis may identify options and explain the relevant benefits, limitations and residual risks.



4. Scope of Services

4.1 The scope of the Services will be as set out in the relevant quotation, proposal, engagement letter, email instruction, service agreement or other written confirmation.

4.2 Unless expressly agreed in writing, the Services are advisory and/or assessment-based. Ignis does not assume the role of property owner, occupier, Responsible Person, duty holder, principal designer, principal contractor, clerk of works, project manager or approving authority.

4.3 Unless expressly included, the Services do not include intrusive opening-up, destructive investigation, laboratory testing, structural engineering assessment, asbestos surveying, electrical inspection, certification of third-party works, contractor supervision, design responsibility, procurement, legal advice or insurance advice.

4.4 Ignis may recommend further investigation, specialist input, remedial work or contractor review where this is reasonably required. Such recommendations do not mean that Ignis is responsible for carrying out or managing those works unless separately agreed.

5. Quotations, Acceptance and Formation of Contract

5.1 A quotation or proposal issued by Ignis is valid for the period stated within it. If no period is stated, it is valid for 31 days from the date of issue.

5.2 A contract is formed when the Client accepts a quotation or proposal, instructs Ignis to proceed, confirms acceptance by email or other electronic communication, signs an engagement document, or allows the Services to commence.

5.3 Ignis is not obliged to start work until it has accepted the instruction, received any required information, and agreed any necessary access or payment arrangements.

5.4 Purchase orders or client procurement documents are accepted for administrative purposes only. Any client standard terms, purchase order terms or contractor terms will not apply unless expressly accepted in writing by a director of Ignis.

6. Client Responsibilities

6.1 The Client will provide reasonable cooperation and information needed for Ignis to deliver the Services properly.

- Providing safe and reasonable access to relevant areas.
- Providing available drawings, previous reports, fire safety records, maintenance records, asbestos information, fire alarm and emergency lighting records, fire door information and other relevant documents.
- Identifying site contacts, access restrictions, security requirements and known hazards.
- Ensuring staff, residents, tenants, contractors or other relevant persons cooperate where reasonably required.
- Reviewing reports and taking appropriate action in response to recommendations.

6.2 Ignis is not responsible for delays, incomplete findings or additional cost arising from restricted access, inaccurate information, missing records, unsafe conditions, lack of cooperation or matters outside Ignis' reasonable control.

6.3 The Client remains responsible for ongoing fire safety management, statutory duties, operational decisions, expenditure decisions and implementation of recommendations unless otherwise agreed in writing.



7. Access, Security and Keys

7.1 The Client is responsible for arranging access, escorts, permits, inductions, parking, site security permissions and any other access requirements necessary for the Services.

7.2 Ignis will take reasonable care of keys, fobs, passes, codes and access devices provided to it. Ignis will not be liable for loss or damage except where caused by Ignis' proven negligence.

7.3 Where access is not available at the agreed time, or where Ignis is required to wait, return or rebook due to access issues, Ignis may charge reasonable additional fees and expenses.

7.4 Ignis personnel will comply with reasonable site security and health and safety procedures made known to them in advance, provided those procedures are proportionate and do not prevent Ignis from carrying out the Services safely and competently.

8. Site Hazards, Asbestos and Safety Information

8.1 The Client must inform Ignis of any known or suspected hazards which may affect the Services, including asbestos, unsafe structures, fragile surfaces, confined spaces, live electrical equipment, contaminated areas, hazardous substances, aggressive behaviour, lone working concerns, biological hazards or security risks.

8.2 Unless expressly appointed to do so, Ignis does not carry out asbestos surveys, asbestos sampling or asbestos risk assessments. Ignis personnel are not expected to disturb materials which may contain asbestos.

8.3 Where asbestos may be present, the Client must provide the relevant asbestos register, management plan, refurbishment and demolition survey, permit information or other suitable evidence before work starts where reasonably required.

8.4 Ignis may suspend, limit or refuse to continue work where it reasonably considers that site conditions, missing asbestos information or other hazards present an unacceptable risk. Any resulting delay, remobilisation or additional work may be charged where reasonable.

8.5 If Ignis identifies an apparent serious or imminent life safety concern, Ignis may bring this to the Client's attention promptly and may recommend urgent action. Operational control and implementation remain with the Client unless expressly agreed otherwise.

9. Information Provided by the Client or Third Parties

9.1 Ignis may reasonably rely on drawings, reports, certification, maintenance records, contractor information, client explanations and other information provided to it, unless there is an obvious reason to question it.

9.2 Ignis is not responsible for errors, omissions or inaccuracies in information supplied by the Client or third parties, except where Ignis has expressly agreed to verify that information as part of the Services.

9.3 Where information is missing, unclear or inconsistent, Ignis may qualify its advice, make reasonable assumptions, request further information, or recommend further investigation.



10. Deliverables, Reports and Records

10.1 Deliverables will be issued in the format and within the timescale agreed where reasonably practicable.

10.2 Reports and advice reflect the information available and the conditions observed at the time of inspection, review or assessment. They should not be treated as a guarantee that no other defects, risks or compliance issues exist.

10.3 Unless otherwise agreed, supporting notes, photographs, working documents, draft documents, survey sheets and internal review comments are retained for Ignis' own records and are not part of the formal Deliverables.

10.4 Ignis may correct typographical errors, formatting issues or minor factual inaccuracies in Deliverables where notified within a reasonable time. Substantive amendments, re-assessments or updates required due to new information, changed conditions or client preference may be chargeable.

10.5 Ignis will retain records for a reasonable period in accordance with legal, insurance, accreditation and business requirements.

11. Advice, Recommendations and Implementation

11.1 Ignis recommendations are intended to support proportionate risk management. They may take account of life safety, legal duties, recognised guidance, enforcement expectations, practicality, cost sensitivity and the condition of the premises.

11.2 The Client is responsible for deciding whether and how to implement recommendations, appoint contractors, approve expenditure and manage any residual risk.

11.3 Ignis is not responsible for contractor workmanship, product performance, certification, maintenance standards or third-party design unless Ignis has expressly agreed to review or supervise those matters as part of the Services.

11.4 Where the Client chooses not to implement recommendations, delays implementation, or implements an alternative approach, responsibility for that decision and any resulting risk remains with the Client.

12. Variations and Additional Services

12.1 Either party may request a variation to the scope, programme or Deliverables. Variations should be agreed in writing where reasonably practicable.

12.2 Ignis may adjust fees and timescales where the agreed scope changes, where additional sites or areas are added, where access is more complex than expected, where information is incomplete, or where further work is reasonably required.

12.3 Ignis will try to flag material additional fees before they are incurred, but urgent or minor additional work may be carried out where it is reasonably necessary to avoid delay or protect the quality of the Services.



13. Fees, Invoicing and Payment

13.1 Fees will be as set out in the relevant quotation, proposal, engagement letter, service agreement or written confirmation.

13.2 Ignis may require a deposit, staged payments, payment in advance or settlement of outstanding invoices before commencing or continuing Services.

13.3 Unless otherwise agreed in writing, invoices are payable within 10 calendar days of issue. Ignis may agree alternative payment terms for larger clients, public bodies, managing agents or ongoing programmes where this is confirmed in writing.

13.4 Where invoices remain unpaid, Ignis may charge interest, recover reasonable debt recovery costs, suspend further work, withhold non-urgent Deliverables, or decline further instructions until payment is made. Ignis will usually seek to resolve payment issues reasonably before taking such steps.

13.5 GST, VAT or other applicable taxes will be applied where required by the jurisdiction in which the Services are delivered.

14. Cancellations, Postponements and Delay

14.1 The Client should give as much notice as reasonably possible if a visit, meeting, training session or other scheduled service needs to be cancelled or postponed.

14.2 Ignis may charge reasonable cancellation or postponement fees where short notice results in lost time, unrecoverable cost or inability to reallocate personnel. Unless otherwise agreed, the following guide applies:

- More than 14 days' notice: no charge.
- 3 to 14 days' notice: up to 25 percent of the relevant fee.
- 2 business days or less: up to 50 percent of the relevant fee.
- Same day cancellation, non-attendance or no access: up to 100 percent of the relevant fee.

14.3 Ignis may waive or reduce cancellation fees where there is a genuine reason, reasonable notice has been given, or the visit can be reallocated without loss.

14.4 Ignis may reschedule Services where reasonably necessary due to illness, emergency, travel disruption, unsafe conditions, access issues or other circumstances outside its reasonable control.

15. Meetings and Post-Service Support

15.1 Unless otherwise agreed, one reasonable post-service call or meeting of up to one hour may be included to discuss a report or Deliverable.

15.2 Additional meetings, lengthy correspondence, re-drafting, attendance with contractors, regulatory liaison, client presentations, committee meetings or ongoing support may be charged at Ignis' prevailing rates unless included in the agreed scope.

15.3 Ignis will try to support Clients constructively after issuing a report, particularly where clarification is needed to help close actions or understand priorities.



16. Subcontractors and Associates

16.1 Ignis may use suitably competent employees, consultants, associates or subcontractors to deliver the Services.

16.2 Ignis remains responsible for the Services provided by persons engaged by Ignis, unless the Client directly appoints or instructs those persons separately.

16.3 Where specialist input is required outside Ignis' competence or scope, Ignis may recommend that the Client appoints an appropriate specialist.

17. Confidentiality and Data Protection

17.1 Ignis will treat Client information as confidential and will not disclose it unnecessarily.

17.2 Information may be disclosed where required by law, required by an enforcement authority or regulator, required by insurers or professional advisers, necessary for legal proceedings or debt recovery, necessary to deliver the Services, or where the Client has authorised disclosure.

17.3 Ignis will process personal data in accordance with applicable data protection legislation.

17.4 The Client should avoid sending unnecessary personal data, sensitive personal data or confidential third-party information unless it is relevant to the Services.

18. Intellectual Property and Use of Documents

18.1 Intellectual property in templates, report formats, methodologies, wording, drawings, photographs, training materials and other materials created by Ignis remains owned by Ignis unless otherwise agreed.

18.2 The Client receives a non-exclusive licence to use the Deliverables for the purpose for which they were prepared.

18.3 The Client must not alter, rebrand, sell, publish or reuse Ignis documents for unrelated premises, unrelated projects or third-party commercial purposes without Ignis' written consent.

19. Sharing, Third Party Reliance and Regulators

19.1 Deliverables are prepared for the Client and for the specific purpose agreed.

19.2 The Client may share Deliverables internally and with professional advisers, insurers, auditors, landlords, managing agents, tenants, contractors, regulators, enforcement authorities and other relevant parties for information and fire safety management purposes.

19.3 Sharing a Deliverable does not give any third party the right to rely on it unless Ignis has expressly agreed to that reliance in writing.

19.4 Ignis may agree reasonable third-party reliance requests, subject to appropriate scope, purpose, fee, liability and insurance considerations.



20. Insurance

20.1 Ignis will maintain professional indemnity and public liability insurance appropriate to the nature of its business.

20.2 Evidence of insurance may be provided on reasonable request.

20.3 The availability and scope of insurance may depend on the nature of the claim, policy terms, exclusions, excesses and insurer response.

21. Liability and Limitations

21.1 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot lawfully be excluded or limited.

21.2 Subject to clause 21.1, Ignis' liability is limited to losses caused directly by Ignis' failure to exercise reasonable skill, care and diligence in performing the Services.

21.3 Ignis will not be liable for losses arising from:

- The Client's failure to implement recommendations or manage ongoing fire safety duties.
- Changes in the premises, use, occupation, management, legislation, guidance or enforcement expectations after the relevant inspection or advice.
- Matters concealed from view, inaccessible, not reasonably apparent, or outside the agreed scope.
- Incomplete, inaccurate or misleading information provided by the Client or third parties.
- Third-party design, workmanship, certification, servicing, maintenance or product performance unless expressly reviewed by Ignis within the agreed scope.
- Indirect or consequential loss, loss of profit, loss of business, loss of opportunity, business interruption or reputational loss, except where such exclusion is not permitted by law.

21.4 Subject to clause 21.1, Ignis' total aggregate liability for professional negligence or breach of duty in connection with the Services shall not exceed the amount recoverable under Ignis' applicable professional indemnity insurance for the relevant claim. Where insurance does not respond for reasons unrelated to the Client's claim, Ignis' liability shall be limited to a reasonable sum having regard to the fee paid, the nature of the Services, and the extent of Ignis' responsibility.

21.5 Any concern or potential claim should be notified to Ignis as soon as reasonably practicable so that it can be investigated and, where appropriate, resolved. Nothing in this clause reduces any statutory limitation period that cannot lawfully be varied.

22. Complaints and Resolution

22.1 If the Client is dissatisfied with any aspect of the Services, the Client should notify Ignis promptly and provide reasonable details of the concern.

22.2 Ignis will review complaints in good faith and will seek to resolve genuine issues fairly and proportionately.

22.3 Where a report requires clarification or correction due to an error by Ignis, Ignis will take reasonable steps to address this without unnecessary cost to the Client.

22.4 The parties should attempt to resolve disputes by discussion before commencing formal proceedings, unless urgent action is reasonably required.



23. Ethical Standards, Anti-Bribery and Modern Slavery

23.1 Ignis is committed to conducting business honestly, professionally and ethically.

23.2 Ignis does not tolerate bribery, corruption, fraud, facilitation payments, improper inducements or unethical business practices.

23.3 Ignis does not tolerate modern slavery, forced labour, human trafficking or exploitation within its business or supply chain. Ignis expects Clients, contractors, suppliers and associates to act consistently with these standards.

23.4 Gifts, hospitality or conflicts of interest should be reasonable, transparent and not intended to improperly influence decision-making.

23.5 Ignis may decline, suspend or terminate work where it reasonably considers that continuing would expose Ignis to unlawful, unethical or reputationally inappropriate conduct.

24. Equality, Diversity, Safeguarding and Conduct

24.1 Ignis aims to treat people fairly and respectfully regardless of background, identity, role or position.

24.2 Ignis expects its personnel and Clients to maintain a professional working environment free from harassment, discrimination, intimidation, abuse or unsafe behaviour.

24.3 Where Services involve schools, care homes, healthcare premises, residential buildings or vulnerable persons, Ignis will take reasonable care to act appropriately within the agreed role. Ignis does not assume safeguarding duties beyond the Services unless expressly agreed in writing.

24.4 Ignis may withdraw personnel from a site where they are subject to abusive, threatening, discriminatory or unsafe behaviour.

25. Environmental and Sustainability Commitments

25.1 Ignis will seek to deliver Services in a practical and environmentally responsible manner where reasonably possible.

25.2 Ignis may use electronic documents, remote meetings, grouped site visits and efficient travel planning where this is suitable for the Services and acceptable to the Client.

25.3 Environmental considerations will not override life safety, legal duties or the need for competent physical inspection where required.

26. Force Majeure

26.1 Ignis will not be liable for delay or failure to perform the Services where this is caused by events outside its reasonable control, including severe weather, illness, travel disruption, fire, flood, utilities failure, civil emergency, industrial action, regulatory restriction, epidemic, pandemic, security incident or other similar event.

26.2 Where such an event occurs, Ignis will take reasonable steps to communicate with the Client and rearrange the Services where practicable.



27. Changes to these Terms

27.1 Ignis may update these Terms from time to time. The version applicable to a particular instruction will usually be the version issued or referred to at the time the instruction is accepted, unless otherwise agreed.

27.2 No variation of these Terms for a specific appointment will be valid unless agreed in writing by Ignis.

28. Severance

28.1 If any provision of these Terms is found to be invalid, unlawful or unenforceable, the remaining provisions will continue in force.

28.2 The parties will, where reasonably possible, replace any invalid provision with a lawful provision that gives effect to the original commercial intention.

29. Governing Law and Jurisdiction

29.1 These Terms are governed by the laws of Jersey.

29.2 The courts of Jersey will have exclusive jurisdiction, unless Ignis agrees otherwise in writing for a specific appointment or where another jurisdiction is required by law.

