

1. Interpretation & definitions

The definitions and rules of interpretation in this clause apply in these Conditions:

Client: the person, company or unincorporated body whose name and details are given in the Order as requiring the Services from the Supplier.

Client's Equipment: any equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its Contractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Client.

Conditions: these Terms and Conditions as amended from time to time under Clause 5 and 9.5.4.

Services: the services to be provided by the Supplier under the Contract as set out in clause 1, and the Supplier's acceptance of the Order

Contract: your acceptance of the Estimate or your written email order or request for the supply of the Services in accordance with the Estimate and these Conditions shall form the Contract between the Supplier and the Client.

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image or other device(s) or record embodying information in any form.

Pre-existing Materials: all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of the Contract including, tenders, proposals, data, reports and specifications.

Premises: the premises of the Client where the Supplier carries out the Services as agreed in writing and set out in the Contract.

Schedule of Works: the description or specification for the Services provided as agreed in writing and set out in the Contract.

Supplier: PS Kent Ltd (Property Safe) whose registered office is at Henwood House, Henwood Road, Ashford, TN24 8DH.

Contractor: any third party as engaged by the Supplier from time to time used directly or indirectly in the supply of the Services.

Agent: means any person or persons associated with the agency and/or client

PSAS: Property Safe Agent Scheme

2. Headings in these conditions shall not affect their interpretation.

2.1. In the Conditions, the following rules apply:

2.1.1. a person includes a natural personal, corporate or unincorporated body (whether having separate legal personality or not);

2.1.2. a reference to a party includes its personal representatives, successors or permitted assigns;

2.1.3. a reference to writing or written includes faxes and emails; and

2.1.4. any obligation in the Contract imposed on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

3. Application of conditions

3.1. These Conditions shall:

3.1.1. apply to and be incorporated into the Contract; and

3.1.2. prevail over any inconsistent terms or conditions contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of an Estimate, or specification or other Document supplied by the Client, or implied by law, trade custom, practice or course of dealing.

3.1.3. The Client's acceptance of an Estimate for Services by the Supplier constitutes an offer by the Client to purchase the Services as stated in these terms and conditions.

4. Working hours

4.1. Unless otherwise stated in the Estimate or Schedule of Works, standard working hours are Monday to Friday from 9:00 am until 17:00pm. All services provided outside these hours are defined as "Out of hours".

5. Emergency callout charges

5.1. Unless otherwise stated in the Estimate or Schedule of Works, callout charges include 1 hour of travel time and the first hour onsite.

6. Commencement, duration and completion dates

6.1. The supplier's working hours are 9:00 until 17:00.

6.2. Unless otherwise stated in the Schedule of Works, the services will continue to be provided by the Supplier in the frequency recommended in the relevant British Standard or later amendment and

6.2.1. this agreement shall commence and shall endure until terminated in line with clause 7 or 13 of this agreement.

6.2.2. Dates specified for the commencement and completion of the Services are estimates only. The Supplier shall use all reasonable endeavour to ensure that it will attend on the date and time agreed. However, it accepts no liability in respect of non-attendance or late attendance on site or for the late or non-delivery of materials. Time shall not be of the essence of the Contract.

6.2.3. The Client shall give the Supplier 24 working hours' notice of cancellation for any confirmed appointments.

6.2.4. The Supplier reserves the right to charge a reasonable fee where 24 working hours' notice is not received.

6.2.5. The Supplier reserves the right to charge a reasonable fee where following a confirmed appointment, the scheduled work cannot be completed due to reasons beyond the Supplier's control.

7. Estimates and Variations

7.1. Unless otherwise specified by the supplier in the relevant estimate, an estimate is not a firm or fixed price quotation, it is an estimate of the likely minimum cost of the works, based on the information made available to the supplier. The supplier reserves the right to increase the price before carrying out the works by an amount equivalent to any increased cost of relevant materials, labour, equipment hire or transport to the supplier. Any variations will be advised to the client in written, emailed or oral communication, and the client may agree with the supplier the proposed variations or the client may cancel the contract provided no later than 14 days before the works are begun and prior to any relevant materials are ordered or any relevant equipment is hired. Fire Risk Assessments are offered at the fixed price as noted on the website

8. Inspection of Works

8.1. The Client shall inspect the Works as far as it is reasonably possible to do so immediately upon their completion and if it considers that the Works or any part thereof are not in accordance with the Contract, shall within 1 day from the date of inspection give detailed notice in writing thereof. In the absence of any such notice, the Works shall be conclusively presumed to be complete and free from any defect which would be apparent on reasonable examination.

8.2. The Client shall ensure that all Supplier's Inspection, Service or Job sheets are signed by an authorised person upon inspection of work. Where a signature is not provided, all Works shall be presumed to be complete and free from any defect which would be apparent on reasonable examination.

9. Supplier's obligations

- 9.1. The Supplier shall provide the Services to the Client, in accordance with the Schedule of Works in all material respects.
- 9.2. The Supplier shall use reasonable endeavours to meet any performance dates for the Services specified in the Supplier's acceptance of the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 9.3. The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at any of the Client's premises and that have been communicated to it, provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.

10. Client's obligations

- 10.1. The Client shall:
 - 10.1.1. provide the Supplier, its Agents, Contractors, Consultants and Employees, in a timely manner and at no charge, with access to the Client's premises, office accommodation, information and other facilities as reasonably required by the Supplier to provide the Services;
 - 10.1.2. provide the Supplier with facilities at the Client's premises for the storage of the required Equipment as reasonably required by the Supplier to provide the Services which can be secured and locked to provide for the safekeeping thereof;
 - 10.1.3. inform the Supplier of all health and safety rules and regulations and ensure the premises are suitably safe for the Supplier, its Agents, Contractors, Consultants and employees to carry out the Services;
 - 10.1.4. inform the Supplier of any reasonable security requirements that apply at any of the Client's premises;
 - 10.1.5. comply with all relevant legislation which may be required for the provision of the Services, and in all cases before the date on which the Services are to start;
 - 10.1.6. shall not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation; and
 - 10.1.7. be responsible for effecting and maintaining an appropriate insurance policy, insuring against all the usual risks including (but without limitation) theft and break-ins by third parties. The Client shall be liable to pay to the Supplier, all reasonable costs, charges or losses sustained or incurred by the Supplier (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's negligence, failure to perform or delay in the performance of any of its obligations under the Contract.
 - 10.1.8. Where the Client shall request any reasonable alteration or addition to or omission from the Services or any part thereof, the Supplier shall provide written details of the effect such variation will have on the Services and what adjustment, if any, they would propose to make to the Price.
 - 10.1.9. The Client shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of 12 months after the termination of the Contract, solicit or entice away from the Supplier or employ, engage or attempt to employ any person who is, engaged as an employee, of the Supplier in the provision of the Services.
 - 10.1.10. Shall ensure that all appointments are adequately arranged with the occupants of the property, including given the relevant notice.

11. Charges and Payment

- 11.1. In consideration of the provision of the Services to the Client by the Supplier, the Client shall pay the charges as set out in the Contract or Order. Unless specified otherwise in the Contract, the Supplier will charge upon completion of schedule of works.
- 11.2. Subject to clause 9.1 the Client shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 7 days of receipt of the invoice to a bank account nominated in writing by the Supplier. Time for payment shall be of the essence of the Contract.
- 11.3. All sums payable to the Supplier under the Contract shall become due and payable immediately on its termination. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 11.4. The Client shall pay all money due under the Contract without any discount, deduction, set-off or counterclaim regardless of any claim or dispute which the Client has or alleges it has against the Supplier.
- 11.5. If the Client fails to pay the Supplier the Charges incurred as a result of performance of the Services, on the due date of payment, the Client shall pay interest on them at the rate of 3% above the Bank of England base lending rate from time calculated on a day-to-day basis, and
- 11.6. may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
- 11.7. suspend all Services until payment has been made in full; or
- 11.8. terminate the Contract in accordance with clause 11.
- 11.9. The parties agree that the Supplier may review and adjust the amount of the Charges for the provision of the Services from time to time, to reflect market changes, alterations in the Client's requirements or alterations from the need to comply with new legislation or regulations. Should there be any increase in the cost of the Services following such a review, the Supplier will give the Client written notice of any such increase 1 month before the proposed date of the increase.

12. Repairs Uneconomic

- 12.1. Where the Supplier deems it is uneconomical to undertake a repair to any equipment, the Supplier shall provide an estimate with their recommendation for the work necessary to bring such Equipment into serviceable condition. The Supplier reserve the right to terminate this Agreement if you shall fail to instruct us to proceed with the necessary work where it presents a significant risk to property or the public.

13. Termination

- 13.1. Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract immediately without liability to the other on giving written notice to the other if:
 - 13.2. the other party makes any assignment of its business for benefit of creditors; or
 - 13.3. the other party has a receiver, administrative receiver or similar officer appointed over all or part of its property; or
 - 13.4. the other party becomes bankrupt or goes into liquidation (except with the others consent) for the purpose of amalgamation, or reconstruction; commits a breach of the Contract and fails to remedy it within 21 days after being served written notice requiring it to be remedied.
 - 13.5. there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).
- 13.6. On termination of the Contract:
 - 13.7. the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices in respect of Services supplied prior to termination. Services for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
 - 13.8. the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
 - 13.9. On termination of the Contract (however arising), the following conditions shall survive and continue in full force and effect:
- 13.10. condition 13; condition 15; and condition 25.

14. Limitation of Liability

- 14.1. This clause sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants, and contractors and sub contractors) to the Customer in respect of: Limitation of liability in respect of:
- 14.1.1. any breach of the Contract;
- 14.1.2. any use made by the Client of the Services; **and**
- 14.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 14.1.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 14.1.5. Nothing in these Conditions limits or excludes the liability of the Supplier:
- 14.1.6. for death or personal injury resulting from its negligence or the negligence of its employees, agents or sub-Suppliers; or
- 14.1.7. for any damage or liability incurred by the Client as a result of fraud, or fraudulent misrepresentation by the Supplier; or
- 14.1.8. for causing damage to tangible property through negligence up to a limit of £1,000,000 per claim or series of claims arising from any one event in any one period of insurance.
- 14.2. Subject to condition above, the Supplier shall not be liable for:
- 14.2.1. loss of profits; or
- 14.2.2. loss of business; or
- 14.2.3. depletion of goodwill and/or similar losses; or
- 14.2.4. loss or corruption of data or information; or
- 14.2.5. the performance of any extraneous duties (unless specifically agreed in writing prior to being carried out); or
- 14.2.6. any special, indirect or pure economic loss, costs, damages (including damages resulting from ordinary 'wear and tear' while carry out the Services), charges or expenses.
- 14.3. 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 amount of the Charges payable under this Contract in aggregate for the period of 12 calendar months immediately prior to the date of the claim.
- 14.4. The Supplier's liability for fraud, theft or dishonesty of its employees occurring in connection with the provision of the Services, shall be limited to £50,000 per employee per claim, subject to an aggregate limit of £50,000 arising from a series of claims in any one period of insurance and the Supplier shall affect and maintain an appropriate insurance policy, with a reputable insurer, as cover for such liability.
- 14.5. The Supplier will not be liable for the breakdown (mechanical, electrical or otherwise) or presence of defects in security, surveillance, alarm or communications equipment installed or maintained by a third party or any other equipment whose defects were not made known to the Supplier and did not arise out of reason of negligence or wilful default of the Supplier, its sub-Suppliers, servants or agents.
- 14.6. Any payment that the Supplier is required to make as a result of liability that may arise under this clause 13, will be reduced or proportionately reduced where the Client is partly or wholly at fault.
- 14.7. Notice of all claims by the Client in respect of any loss, damage or injury shall be given in writing to the address for the Supplier given in the Order within 7 days of the discovery of such loss, damage or injury and in default of such notice within such period the Supplier shall not be held responsible for such claim.
- 14.8. This clause 14 shall survive termination of the Contract.

15. Data protection

- 15.1. The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Supplier in connection with the Services.

16. Force majeure

- 16.1. The Supplier shall have no liability to the Client under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, the default of suppliers or Contractors, act of God, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm (or any other adverse weather) or hazards due to defective structures, or access, presence of noxious, toxic, combustible, explosive or radioactive substance or any other conditions rendering the Client's premises dangerous in the Supplier's reasonable opinion.

17. Waiver

- 17.1. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of the Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Contract.
Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

18. Severance

- 18.1. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

19. Entire agreement

- 19.1. The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 19.2. Nothing in this clause shall limit or exclude any liability for fraud.

20. Assignment

- 20.1. The Client shall not without the prior written consent of The Supplier, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of its rights or obligations under the Contract.

21. No partnership or agency

- 21.1. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

22. Rights of third parties

22.1. A person who is not a party to the Contract shall not have any rights under or in connection with it.

23. Notices

23.1. Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the persons specified in the Order as the contacts for each party, or as otherwise specified by the relevant party by notice in writing to the other party.

23.2. This clause 24 shall not apply to the service of any notice in any proceedings or other documents in any legal action.

24. Governing law and jurisdiction

24.1. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales and the parties consent to the exclusive jurisdiction of the courts of England and Wales in all matters regarding the Contract.

25. PSAS (Property Safe Agent Scheme)

25.1 These Referral Scheme Terms and Conditions ("Terms") govern the referral program ("Program") offered by Property Safe ("Supplier") to independent agents ("Agent") who refer clients to Supplier's services or book services directly.

25.2 By participating in the Program, Agents agree to comply with these Terms. Failure to adhere to these Terms may result in the forfeiture of referral commissions and potential termination from the Program.

25.3 Eligibility:

25.3.1 Agents must be at least 18 years of age to participate.

25.3.2 Agents must not be employees or immediate family members of employees of Supplier.

25.4 Referral Eligibility:

25.4.1 To be eligible for a commission, the Agent must book and the Supplier must complete the same ten (10) or more services offered by Supplier in the same calendar month. For example; if the agent books a FRA on 1st September 2023 and it is completed on 2nd September 2023, this would count as one eligible booking towards the commission calculation. If an agent books a FRA on 30th August 2023 and it is completed on 5th September 2023, this would not count towards the commission calculation the service was booked and completed in different months.

25.5 Commission Calculation:

25.5.1 Agents are eligible to receive a commission equal to five percent (5%) of the qualifying monthly service fees paid by the referred client/Agent for the qualifying services when ten (10) services are booked.

25.5.2 Agents are eligible to receive a commission equal to ten percent (10%) of the qualifying monthly service fees paid by the referred client/Agent for the qualifying services when twenty (20) services are booked.

25.5.3 Agents are eligible to receive a commission equal to fifteen percent (15%) of the qualifying monthly service fees paid by the referred client/Agent for the qualifying services when twenty-five (25) services are booked.

25.5.4

25.6 Commission Payment:

25.6.1 Commissions will be paid to the Agent within 30 days following the end of the calendar month in which the referred services were completed.

25.6.2 Payment will be made in the currency specified by Supplier, and any transaction fees are the responsibility of the Agent.

25.6.3 The Agent must submit an invoice to the Supplier complete with VAT details in order for commission payments to be made

25.7 Limitations:

25.7.1 Commissions are only applicable to successful referrals resulting in ten (10) or more services booked and completed in the same calendar month.

25.7.2 Commissions are not applicable to referrals made by the Agent for their own use of Supplier's services.

25.8 Termination:

25.8.1 The Supplier reserves the right to terminate an Agent's participation in the Program at any time, for any reason, including but not limited to, violation of these Terms or fraudulent activity.

25.8.2 Upon termination, any pending commissions will be forfeited.

25.9 Modification and Termination of Program:

25.9.1 The Supplier reserves the right to modify, suspend, or terminate the Program at any time, with or without notice, at its sole discretion.

25.10 Confidentiality:

25.10.1 Agents must not disclose any confidential information received from Supplier related to the Program to third parties.

25.11 Taxes:

25.11.1 Agents are responsible for reporting and paying any applicable taxes on commissions received through the Program.

25.12 Governing Law:

25.12.1 These Terms are governed by and construed in accordance with the laws of the United Kingdom and any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts of the United Kingdom

25.13 By participating in the Program, Agents acknowledge that they have read, understood, and agreed to these Terms and agree to abide by them. These Terms constitute the entire agreement between the Agent and Supplier regarding the Program and supersede any prior agreements or understandings, whether oral or written.

26 The Fire Risk Assessment

26.1 The Regulatory Reform Fire Safety Order 2005, or 'RRFSO', replaced the Fire Precautions Act 1971 and The Workplace Fire Regulations from 1st October 2006.

26.2 The RRFSO places a duty on the 'Responsible Person' to carry out a written Fire Risk Assessment of 'ALL' premises and/or other areas under their control and to identify significant risks so they can be minimised immediately and other potential risks/fire hazards so they can be effectively managed.

26.3 Article 9 of the RRFSO puts the responsibility of assessing Fire Risk in on a 'Responsible Person (RP)'

26.4 The Fire Safety Order imposes requirements on the RP (such as the freeholder of a block of flat, Landlord or a HMO or owner of a holiday let), to make a suitable and sufficient assessment of the risks to which relevant persons are exposed for the purpose of identifying the general fire precautions they need to take to comply with the requirements and prohibitions imposed on them by or under the Fire Safety Order. The same duty is imposed on every person, other than the RP, who has, to any extent, control of the premises so far as the duty relates to matters within their control. (This normally includes, for example, the managing agents or advertising agents.)

26.5 Guidance on the requirements of the Fire Safety Order in all premises in which people sleep, and on the FRA required by it, was produced by the then Department for Communities and Local Government (DCLG) (now the Ministry of Housing, Communities and Local Government) in 2006. For purpose-built blocks of flats and specialized housing, that guidance is largely superseded by guidance produced by the Local Government Association and the National Fire Chiefs Council

respectively. In the case of HMOs, the original DCLG guidance is of some relevance, but guidance originally produced by the then Local Authority Coordinators of Regulatory Services (LACoRS) is more relevant.

- 26.6 All necessary and adequate precautions must be taken to minimise all possible risks once a Fire Risk
- 26.7 Assessment has been completed and provide safe systems in accordance with the current Fire
- 26.8 Regulations and ensure that these are tested regularly. If the RP fails in this duty they could be liable for prosecution.
- 26.9 A thorough Fire Risk Assessment carried out regularly is now vital to a business (including for rented accommodation, HMOs, holiday lets & Airbnbs) if it is to comply fully with current Health and Safety standards in the workplace. A FRA must also be written down if a business employs 5 or more people and it is serious offence if the RP and/or employers fail to comply.
- 26.10 The FRA is not any of the following:
- a) a full audit of areas of the building that are not readily accessible or visually obvious (e.g. roof voids and service risers), though a sample inspection of such areas is normally appropriate;
 - b) a means for verifying compliance with current building regulations;
 - c) disabled access audit;
 - d) a means for identifying latent defects in construction or compartmentation (see 3.13);
 - e) a means for verifying that the fire resistance of structural elements of the building is adequate;
 - f) an examination of the potential for structural collapse of the building in the event of fire;
 - g) a fire strategy report;
 - h) a pre-occupation fire safety assessment (see 3.75);
 - i) a means for snagging of new construction;
 - j) a guide to legislation for the responsible person;
 - k) a fire risk appraisal and assessment of external wall construction and cladding.
- 26.11 Regardless of whether the FRA is carried out by, for example, staff of an organization, or by a third-party fire risk assessor, the ultimate responsibility for the adequacy of the FRA rests with a duty holder, namely the person defined by legislations responsible for ensuring that the FRA is carried out and that the fire precautions are adequate.
- 26.12 in housing in which staff are not employed, the duty to carry out an FRA rests with the person who has control of the premises. For example, this can be (and typically is) the landlord, freeholder or the managing agents. Even if staff are employed to work in the premises, their employer might not be the sole duty holder; other persons having control of the premises, such as a landlord or managing agents, might have duties under the relevant fire safety legislation if, under a contract or tenancy, they have responsibilities for maintenance of the premises, or certain of its fire precautions, or the safety of the premises.
- 26.13 For example in some supported housing, the service provider might need to carry out an FRA to address the safety of staff and residents, but a landlord might also need to carry out an FRA to verify the adequacy of fire precautions for which they are responsible under a lease. It is also necessary to ensure adequate cooperation amongst duty holders to verify that, jointly, they coordinate the measures required to satisfy legislation.
- 26.14 Where legislation imposes a requirement on any duty holder for an FRA to be carried out, it needs to be clearly understood by the duty holder that the responsibility for the adequacy and accuracy of the FRA, and of the information contained therein, rests with that duty holder, rather than with the fire risk assessor. regardless of whether the fire risk assessor is an employee of the organization or a third party (e.g. a consultant). However, there is also a legal responsibility on the part of the fire risk assessor in contract law; criminal responsibility can also arise on the part of the fire risk assessor under the relevant fire safety legislation if the FRA carried out by the fire risk assessor is inadequate to such an extent that one or more relevant persons are, consequently, exposed to the risk of death or serious injury in the event of fire. It is important that any person on whom the duty to carry out an FRA is imposed understands and acknowledges their responsibility for the FRA.