

AJR Facilities Consultancy Limited

trading as AJR Facilities Management (AJR FM)

Total Access Total Sense

TERMS AND CONDITIONS OF SERVICE

Fire Risk Assessment and Accessibility Assessment Services | Effective from 06/08/2026

These Terms and Conditions ("Terms") govern the provision of fire risk assessment, accessibility assessment, and related consultancy services by AJR Facilities Consultancy Limited (trading as AJR Facilities Management (AJR FM)), a company registered in Scotland ("the Company", "we", "us", "our"), to any client engaging those services ("the Client", "you", "your"). By instructing the Company or accepting a quotation, the Client agrees to be bound by these Terms.

1. Definitions and Interpretation

- 1.1 "Assessment" means a fire risk assessment, accessibility (access) assessment, or combined assessment carried out by the Company at the Site, as specified in the Company's proposal, quotation, or engagement letter.
- 1.2 "Site" means the building, premises, or part thereof identified in the engagement letter or quotation as the subject of the Assessment.
- 1.3 "Report" means the written output of an Assessment, including any findings, recommendations, and action points provided by the Company to the Client.
- 1.4 "Duty Holder" has the meaning given in the Fire (Scotland) Act 2005 and the Fire Safety (Scotland) Regulations 2006, being the person(s) who have, to any extent, control of the Site.
- 1.5 References to "Applicable Standards" mean the Fire (Scotland) Act 2005, the Fire Safety (Scotland) Regulations 2006, the Scottish Building Standards Technical Handbooks (Domestic and Non-Domestic, as amended), the Equality Act 2010, and any other legislation, British Standard, or official guidance relevant to the Assessment, in force at the date the Assessment is carried out.

2. Scope of Services

- 2.1 The Company will carry out the Assessment strictly in accordance with the scope, Site, and Assessment type set out in the applicable quotation or engagement letter.
- 2.2 The Assessment is a visual, non-intrusive inspection carried out on the date(s) specified. It does not include opening up works, destructive testing, or inspection of areas that are locked, inaccessible, or not disclosed to the Company at the time of the visit.
- 2.3 The Assessment reflects the condition of the Site, and compliance with Applicable Standards, only as at the date of inspection. It is not a guarantee of ongoing compliance and does not extend to changes made to the Site after that date.
- 2.4 Any additional services (e.g. a return visit, an additional building, out-of-scope advisory work) will be quoted separately and are not included unless expressly agreed in writing.

3. Client Obligations

The Client agrees to:

- provide safe, full, and timely access to the Site, including any keys, codes, or escorts required, on the agreed date and time;
- provide accurate and up-to-date building information reasonably requested by the Company, including plans, previous reports, and details of any known hazards;
- inform the Company of any material change to the Site occurring after the Assessment date that may affect the findings of the Report;

- act on the recommendations in the Report within a reasonable timeframe, and retain sole responsibility, as Duty Holder, for implementing remedial action;
- nominate a suitable point of contact with authority to accompany the assessor and answer questions about the Site.

3.2 Where the Client fails to provide safe or full access, the Company reserves the right to charge an abortive visit fee in accordance with Clause 5, and/or to issue the Report with the affected areas noted as unassessed.

4. Fees and Payment

4.1 Fees for the Assessment will be as set out in the Company's quotation and are exclusive of VAT unless stated otherwise.

4.2 Invoices are payable within 14 days of the invoice date, unless alternative payment terms are agreed in writing.

4.3 The Company reserves the right to charge interest on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, together with reasonable recovery costs.

4.4 Where the scope of works expands during the course of an Assessment (for example, additional buildings, floors, or areas not included in the original quotation), the Company will notify the Client of the revised fee before proceeding.

5. Cancellation and Rescheduling

5.1 The Client may cancel or reschedule a booked Assessment by giving at least 48 hours' notice, free of charge.

5.2 Cancellations or failed access (including denied entry, absence of a site contact, or unsafe access) with less than 48 hours' notice may incur a charge of up to 100% of the agreed fee, to cover the assessor's reserved time and travel.

5.3 The Company reserves the right to reschedule an Assessment where reasonably necessary (for example, adverse weather, illness, or Site safety concerns), and will give the Client as much notice as reasonably possible.

6. Report Use, Validity and Reliance

6.1 The Report is prepared for the sole use of the named Client and is based on conditions observed at the Site on the date of the Assessment.

6.2 The Report is not valid, and should not be relied upon, following any material alteration to the Site, its use, or its occupancy following the Assessment date.

6.3 The Company recommends the Assessment be formally reviewed at least annually, or sooner following any material change, fire safety incident, or as otherwise required by Applicable Standards.

6.4 The Report, in whole or part, must not be reproduced, published, or relied upon by any third party without the Company's prior written consent. The Company accepts no liability to any party other than the named Client.

6.5 The Report is advisory only. The Client, as Duty Holder, retains full legal responsibility for fire safety and accessibility compliance at the Site, regardless of the Report's content or recommendations.

7. Liability and Limitation of Liability

7.1 The Company will perform the Assessment with reasonable skill and care, in line with the standards expected of a competent fire risk and accessibility assessor.

7.2 Nothing in these Terms excludes or limits the Company's liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded or limited by law.

7.3 Subject to Clause 7.2, the Company's total liability to the Client arising out of or in connection with an Assessment or Report, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid by the Client for that Assessment.

7.4 Subject to Clause 7.2, the Company shall not be liable for any indirect, consequential, or economic loss (including loss of profit, business, or reputation), or for defects that were concealed, not reasonably discoverable by visual inspection, or that arise from information provided by the Client that later proves inaccurate.

7.5 The Company holds Professional Indemnity Insurance appropriate to the services provided. Details are available to the Client on request.

8. Confidentiality and Data Protection

8.1 The Company will treat all Site information and Reports as confidential and will not disclose them to third parties, except where required by law, by an enforcing authority (such as the Scottish Fire and Rescue Service or local authority Building Standards), or with the Client's consent.

8.2 The Company will process personal data in accordance with the UK General Data Protection Regulation and the Data Protection Act 2018. Details of how data is collected, used, and retained are available on request.

8.3 Reports and Site records will be retained for a minimum period sufficient to meet regulatory and insurance requirements, after which they may be securely destroyed.

9. Intellectual Property

9.1 All intellectual property rights in the Report, including its format, structure, and wording, remain the property of the Company. The Client is granted a licence to use the Report for its internal fire safety and accessibility compliance purposes only.

10. Force Majeure

10.1 Neither party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to extreme weather, fire, flood, pandemic, or restrictions imposed by public authorities.

11. Termination

11.1 Either party may terminate an engagement by written notice if the other party commits a material breach of these Terms that is not remedied within 14 days of being notified in writing.

11.2 On termination, the Client shall pay for all work carried out and reasonably incurred costs up to the date of termination.

12. Governing Law and Jurisdiction

12.1 These Terms, and any dispute or claim arising out of or in connection with them, shall be governed by and construed in accordance with the law of Scotland, and the parties submit to the exclusive jurisdiction of the Scottish courts.

13. General

13.1 These Terms, together with the applicable quotation or engagement letter, constitute the entire agreement between the parties and supersede any prior representations or agreements.

13.2 The Company reserves the right to amend these Terms from time to time. The current version will be provided to the Client at the time of each new engagement.

13.3 If any provision of these Terms is found to be unenforceable, the remaining provisions shall continue in full force and effect.

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