Vocus Fire Safety Ltd — Terms and Conditions of Business

Version 2.0 · 22 October 2026

Part A: General terms

Part A applies to every Contract with Vocus Fire Safety Ltd, whatever the work.

A1. Definitions and how these Terms apply

A1.1 In these Terms:

- **we, us, our** means Vocus Fire Safety Ltd (company no. 17188109) of 30-32 Clarence Place, Newport NP19 0AG.
- **Customer, you, your** means the person, firm or organisation that accepts our Quotation or Services Schedule.
- **Business Day** means a day other than a Saturday, Sunday or bank holiday in England and Wales.
- **Compliance Contract** means a Contract for recurring Services over a term, as described in Part D.
- **Contract** means the contract between us and you formed under clause A2, made up of the Quotation or Services Schedule and these Terms.
- **Fees** means the charges for the Services and Goods stated in the Quotation, Services Schedule or Rate Card.
- **Goods** means any equipment, parts, signage or materials we supply.
- **Premises** means the buildings, sites and areas named in the Quotation or Services Schedule.
- **Quotation** means our written quotation, estimate or proposal.
- **Rate Card** means our rates in Schedule 2, as updated under clause D4 or for new Contracts.
- **Report** means any fire risk assessment, fire strategy, survey, certificate, record or other document we produce.
- **Responsible Person** has the meaning given in the Regulatory Reform (Fire Safety) Order 2005, or the equivalent person under the fire safety legislation that applies to the Premises.
- **Services** means the services described in the Quotation or Services Schedule.
- **Services Schedule** means the schedule of Premises, Services, visit frequencies and Fees for a Compliance Contract.

A1.2 Part A applies to all Contracts. Part B also applies to assessments, Reports and fire strategies. Part C also applies to Goods, installation and servicing. Part D also applies to Compliance Contracts.

A1.3 If there is a conflict, the following order applies, highest first: (a) special terms written on the Quotation or Services Schedule; (b) Schedule 1, as regards personal data; (c) Parts B, C and D; (d) Part A; (e) Schedule 2.

A2. Basis of contract

A2.1 A Quotation is not an offer that binds us until accepted. A Contract is formed when you accept the Quotation in writing (by approving it online, signing it, or instructing us by email or letter), or when you allow us to start work, whichever happens first.

A2.2 These Terms apply to the exclusion of all other terms. This includes terms in any purchase order, framework, supplier portal or other document you issue, even if it is issued after our Quotation or we acknowledge it. It also includes terms implied by trade, custom or course of dealing.

A2.3 The Contract is the entire agreement between us about its subject matter. You confirm you have not relied on any statement or promise that is not set out in the Contract. Nothing in this clause limits liability for fraud.

A2.4 A change to the Contract is binding only if it is in writing (email is enough) and agreed by one of our directors.

A2.5 The person accepting the Contract confirms they have authority to bind you.

A2.6 We contract only with businesses and organisations, including landlords, managing agents, charities and public bodies. These Terms are not intended for consumers. If you are acting wholly or mainly outside your trade, business or profession, tell us before accepting and we will provide separate terms.

A2.7 These Terms are version 2.0 dated 22 October 2026. The version in force on the date a Contract is formed applies to that Contract.

A3. Quotations, validity and price

A3.1 A Quotation is valid for 30 days from its date of issue, unless it shows a different expiry date.

A3.2 Fees exclude VAT, which is charged at the prevailing rate.

A3.3 Fees include travel and expenses unless the Quotation says otherwise.

A3.4 Fees are based on the information you give us. If the size, layout, use or occupancy of the Premises differs materially from that information, or further buildings or areas are added, we will agree any change in Fees with you before going ahead. If we cannot agree, either of us may cancel the affected part of the Services, and you will pay for work already done.

A3.5 Remedial or additional work is not included unless the Quotation says so. We will quote for it separately.

A4. Changes to the Services

A4.1 Either of us may ask to change the Services. We will tell you the effect on the Fees and timing. No change is binding until agreed in writing (email is enough).

A5. Payment

A5.1 We invoice on completion of the Services unless the Quotation or Part D says otherwise.

A5.2 Invoices are payable within 30 days of the invoice date unless the Quotation states otherwise. Fire strategies are payable in full in advance, before work starts. We may require payment in advance, or a deposit, from any Customer that does not hold a credit account with us.

A5.3 If you need a purchase order number to process payment, you must give it to us before work starts. A missing or late purchase order does not delay the date payment is due or make our invoice invalid.

A5.4 If you dispute an invoice, you must tell us in writing within 7 days of the invoice date, giving your reasons. You must pay any undisputed part on time.

A5.5 You must pay in full without any set-off, deduction or withholding, except where the law requires it or as allowed by clause A18.

A5.6 If you pay late, we may charge interest and fixed-sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998. We may also recover our reasonable costs of recovering the debt.

A5.7 While any sum is overdue, we may withhold Reports and certificates. We may also suspend the Services after giving you at least 7 days' written notice. Suspension continues until all overdue sums are paid, and the time for completing the Services is extended accordingly.

A6. Your obligations

A6.1 You must give us safe access to all areas of the Premises at the agreed times, and provide a representative when we need one.

A6.2 You must give us accurate and complete information when we ask for it. This includes plans, previous fire risk assessments and fire strategies, test, maintenance and logbook records, occupancy details and, where relevant, evacuation arrangements for people who need assistance. We are entitled to rely on that information.

A6.3 Before our first visit, you must give us the asbestos register or asbestos management survey for the Premises. You must also tell us about any other known hazards, such as fragile roofs, confined spaces, work at height, infection control requirements or security restrictions. You must provide any site induction required. We may refuse to enter any area we reasonably consider unsafe.

A6.4 You must obtain any permissions or consents needed for us to carry out the Services, and tell occupants about our visits where needed, including any alarm testing.

A6.5 The duties of the Responsible Person remain with you. This includes acting on our findings and recommendations.

A7. Visits, cancellations and abortive visits

A7.1 We will agree visit dates with you and confirm them in writing.

A7.2 If you cancel or rearrange a visit with less than 2 Business Days' notice, or a visit cannot go ahead or be completed because of lack of access, the site not being ready, required information not being provided or unsafe conditions, we may charge an abortive visit fee at the Rate Card rate.

A7.3 If you cancel a Contract after it is formed, you must pay for work done, costs incurred, and Goods ordered for you that we cannot return without cost. Parts B and D contain further cancellation terms for fire strategies and Compliance Contracts.

A8. Timing and events outside our control

A8.1 Dates and turnaround times are estimates. Time is not of the essence.

A8.2 Turnaround times depend on you supplying the information we request by the date we set. If it arrives late or incomplete, the turnaround time is extended accordingly.

A8.3 We are not liable for delay or failure caused by you or by events outside our reasonable control. If such an event prevents us performing for more than 60 days, either of us may end the affected Services by written notice, and you will pay for work done.

A9. Liability

A9.1 We will perform the Services with the reasonable skill and care of a competent fire safety professional. We do not warrant that the Services or Goods will achieve any particular result, except as the Contract expressly states.

A9.2 Nothing in the Contract limits or excludes liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (d) any other liability that cannot be limited or excluded by law.

A9.3 Subject to clause A9.2, our total liability arising from or in connection with each Contract, however arising (including in contract, tort including negligence, or breach of statutory duty), is limited in aggregate to the greater of:

- (a) five times the total Fees paid and payable under that Contract; and
- (b) £100,000.

For a Compliance Contract, (a) means five times the Fees paid and payable in the 12 months before the event giving rise to the claim (or, for an event in the first 12 months, the Fees payable for the first 12 months). In no case will our total liability under a Contract exceed £5,000,000.

A9.4 Subject to clause A9.2, we are not liable for any of the following, in each case whether direct or indirect: (a) loss of profit, revenue, rent or income; (b) loss of business, contracts or opportunity; (c) loss of anticipated savings; (d) loss of goodwill or reputation; (e) business interruption; or (f) loss or corruption of data. We are also not liable for: (g) any indirect or consequential loss; (h) loss arising from your failure to act on our findings or recommendations, or to maintain fire safety measures; or (i) defects or conditions that were concealed, inaccessible or outside the agreed scope.

A9.5 Where you suffer loss for which we and any other person (including other consultants, contractors, designers, suppliers or you) are jointly or concurrently responsible, our liability is limited to the share of that loss that is just and equitable, having regard to our responsibility for it. For this purpose it is assumed that every other person has given you contractual undertakings no less onerous than ours, and has paid you its fair share. Any limit, exclusion or settlement agreed with that other person, and that person's insolvency or inability to pay, is disregarded.

A9.6 No claim may be brought against us more than six years after completion of the Services to which it relates.

A10. Insurance

A10.1 We maintain professional indemnity insurance of £5,000,000, together with public liability and employers' liability insurance. We will provide evidence of cover on request. Our insurance does not increase our liability under clause A9.

A11. Concerns

A11.1 Please tell us in writing of any concern about the Services within 14 days of the visit, or of receiving the Report if later, so we can investigate and, where appropriate, put things right at no cost to you.

A12. Termination

A12.1 Either of us may end a Contract immediately by written notice if the other: (a) commits a material breach and does not remedy it within 14 days of written notice; or (b) becomes insolvent, enters administration, liquidation or a voluntary arrangement, has a receiver appointed, or stops trading.

A12.2 We may end a Contract by 14 days' written notice if any sum is more than 30 days overdue.

A12.3 We may decline or stop work if you ask us to act in a way we reasonably believe is unlawful or unsafe.

A12.4 When a Contract ends, you must pay for Services performed, Goods supplied and costs incurred up to that date. Rights already accrued, and clauses intended to survive (including A5, A9, A13 to A16, A19, A20 and clause B5), continue to apply.

A13. Subcontracting and transfer

A13.1 We may use suitably qualified subcontractors. We remain responsible for their work.

A13.2 You may not transfer the Contract without our written consent. We may transfer the Contract to a member of our group, or to a buyer of all or part of our business, by giving you written notice.

A14. Non-solicitation

A14.1 During the Contract and for 12 months after it ends, you must not, without our written consent, solicit, employ or engage any of our employees or contractors who were involved in the Services. General recruitment advertising not aimed at our staff is not a breach.

A14.2 If you breach clause A14.1, you will pay us a fee equal to 25% of that person's first-year gross remuneration. This reflects our recruitment and training costs.

A15. Confidentiality

A15.1 Each of us will keep confidential the other's confidential information. Either of us may disclose it to its professional advisers, insurers and funders, to a regulator or enforcing authority, or where the law requires.

A15.2 We may name you as a client in our marketing unless you tell us not to.

A16. Data protection

A16.1 Each of us will comply with UK data protection law. Where we process personal data on your behalf, Schedule 1 applies. Otherwise, each of us acts as an independent controller, and our privacy policy at vocusfire.co.uk explains how we use personal data.

A17. Notices

A17.1 Notices under the Contract must be in writing and sent by email to the address in the Quotation (or as later notified), or by post to the other party's registered office. An email sent during business hours (9am to 5pm on a Business Day) is received when sent. Otherwise it is received at 9am on the next Business Day. This clause does not apply to the service of legal proceedings.

A18. Construction contracts

A18.1 This clause applies only where a Contract is a construction contract under Part II of the Housing Grants, Construction and Regeneration Act 1996. Where it conflicts with the rest of the Contract, this clause applies.

A18.2 The due date for each payment is the date of our invoice. The final date for payment is 30 days after the due date, or such earlier date as the Quotation states for payments in advance. Our invoice is the payment notice and states the sum we consider due and how it is calculated.

A18.3 If you intend to pay less than the sum stated in our invoice, you must give us a pay less notice no later than 7 days before the final date for payment. The notice must state the sum you consider due and the basis on which it is calculated.

A18.4 If a sum due is not paid in full by the final date for payment and no effective pay less notice has been given, we may suspend performance on 7 days' written notice, in addition to our rights under clause A5.

A18.5 Either of us may refer a dispute to adjudication at any time. The adjudication provisions of the Scheme for Construction Contracts apply.

A19. General

A19.1 A person who is not a party to the Contract has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

A19.2 If any provision is found invalid or unenforceable, the rest of the Contract is unaffected, and the provision applies with the minimum change needed to make it valid.

A19.3 A delay or failure to exercise a right is not a waiver of it.

A19.4 Nothing in the Contract creates a partnership or agency between us.

A19.5 Acceptance by electronic signature or online approval is as valid as a signed original.

A20. Law and jurisdiction

A20.1 The Contract, and any dispute arising from or in connection with it, is governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction, without affecting either party's right to adjudication under clause A18. This applies wherever in the United Kingdom the Premises are.

Part B: Assessments, reports and fire strategies

Part B applies, together with Part A, to fire risk assessments, surveys, fire strategies and other Reports.

B1. Scope of assessments

B1.1 Assessments follow the standard stated in the Quotation, such as PAS 79-1 or BS 9792. For blocks of flats, the Quotation states the type of assessment. If no type is stated, it is a Type 1 (non-destructive, common parts only) assessment.

B1.2 Assessments are visual and non-destructive. We do not open up construction, lift floor coverings, or test fire safety systems unless the Quotation says so. Where the Quotation provides for sampling (for example, of flat entrance doors), we inspect only that sample.

B1.3 Our Report records any areas we could not access. We are not responsible for conditions in those areas.

B1.4 Unless the Quotation says so, our Services do not include structural, asbestos, electrical, gas, external wall (including EWS1) or Building Regulations compliance assessments.

B2. Site visits

B2.1 Fire risk assessment prices include one site visit. If the assessment cannot be completed on that visit because the site is not ready, access is not available or required information has not been provided, each additional visit is charged at a minimum of £250 plus VAT.

B3. Reports and findings

B3.1 A Report is our professional opinion of conditions at the date of the visit. It is not a guarantee that fire will not occur or that the Premises comply with the law.

B3.2 Conditions change. You should review the assessment at the interval stated in the Report, and sooner after any material change to the Premises, their use or their occupants.

B3.3 If we identify a serious and imminent risk during a visit, we will tell your representative as soon as practicable and record it in the Report. Deciding and taking the action needed remains your responsibility as Responsible Person.

B3.4 Remedial work is not included in the Fees. We will quote for it on request.

B4. Fire strategies

B4.1 Fire strategy Fees are payable in full in advance, before work starts.

B4.2 A fire strategy is based on the design information you supply at the date we prepare it. Changes to the design after we issue the strategy, and revisions they require, are charged as additional work.

B4.3 We will respond to reasonable queries from building control, the fire and rescue service, the Building Safety Regulator or insurers, within the scope stated in the Quotation. We do not guarantee that any of them will approve the strategy. Further rounds of comments outside that scope are charged as additional work.

B4.4 Unless the Quotation says so, we do not carry out detailed design or specification of fire safety systems, and we do not inspect or supervise construction work. Responsibility for compliance with the Building Regulations remains with you and the relevant dutyholders.

B4.5 If you cancel a fire strategy before work starts, we will refund the Fees paid less an administration charge of £100 plus VAT. Once work has started, the Fees are non-refundable.

B5. Use, sharing and reliance

B5.1 We keep the copyright in all Reports. Once you have paid in full, you have a non-exclusive licence to use each Report for the purpose for which it was prepared, in relation to the Premises.

B5.2 You may share a Report with regulators, enforcing authorities, insurers, managing agents, other dutyholders, residents, and prospective purchasers, tenants or lenders, and with anyone the law requires you to share it with.

B5.3 Only you may rely on a Report. We owe no duty of care to anyone else, including the people listed in clause B5.2. If a third party wants to rely on a Report, we may agree to issue a reliance letter for an additional fee.

B6. Legislation

B6.1 References to the Regulatory Reform (Fire Safety) Order 2005 include any regulations made under it. For Premises in Scotland or Northern Ireland, they mean the equivalent legislation there: the Fire (Scotland) Act 2005 and Fire Safety (Scotland) Regulations 2006, or the Fire and Rescue Services (Northern Ireland) Order 2006 and Fire Safety Regulations (Northern Ireland) 2010.

Part C: Goods, installation and servicing

Part C applies, together with Part A, to the supply of Goods and to the installation, inspection, servicing and maintenance of fire safety equipment, including extinguishers, fire alarm systems, emergency lighting, fire doors and signage.

C1. Standards and what servicing covers

C1.1 We carry out servicing to the standard stated in the Quotation, such as BS 5306-3 for portable extinguishers, BS 5839-1 for fire alarm systems or BS 5266-1 for emergency lighting. If none is stated, we use the relevant British Standard current at the time of the visit.

C1.2 Servicing confirms the condition of the equipment at the time of the visit. It does not guarantee that the equipment will work at any later time.

C1.3 You are responsible for the user checks the relevant standards require between our visits, such as weekly alarm tests and monthly emergency lighting and extinguisher checks. You must keep the logbook up to date, report faults to us promptly, and prevent tampering, misuse and obstruction of equipment.

C2. Delivery, risk and title

C2.1 Risk in Goods passes to you on delivery to the Premises.

C2.2 Title to Goods passes to you only when we have been paid in full for them. Until then, you hold them for us, must keep them insured and identifiable, and must allow us to enter the Premises to recover any that have not been installed.

C3. Warranty

C3.1 Goods we supply will, on delivery, match their description and be of satisfactory quality. We pass on to you the benefit of any manufacturer's warranty.

C3.2 We will put right, free of charge, any defect in our installation work that you notify to us within 12 months of completion, and any fault caused by our servicing that you notify within 30 days of the visit.

C3.3 Clause C3 does not cover defects or faults caused by misuse, tampering, discharge, vandalism, accidental damage, fair wear and tear, work by others, failure to follow instructions, or consumable items such as batteries and lamps.

C3.4 Subject to clause A9.2, our obligation for defective Goods is to repair or replace them, at our option. To the extent the law allows, clause C3 replaces all terms implied by statute about the quality and fitness for purpose of Goods.

C4. Installation

C4.1 You must provide power, any isolations and permits needed, and clear working areas. Making good is limited to what the Quotation states.

C4.2 We are not responsible for existing defects in systems, wiring or structures that we did not install.

C4.3 Installation work is complete when we notify you that it has been commissioned. We issue commissioning and completion certificates once we have been paid in full.

C5. Replacements found during servicing

C5.1 If we find equipment that is condemned, has failed, is beyond economical repair, or is due an extended service, discharge test or overhaul, we will record it and tell you.

C5.2 You authorise us to carry out that replacement or work at Rate Card prices, up to £250 plus VAT per site per visit, without asking first. Above that amount, we will quote and wait for your written approval.

C5.3 If you decline the work, we will label the equipment and record it as non-compliant. You are responsible for any consequences of keeping it in use.

C5.4 Disposal of condemned equipment is charged at the Rate Card rate.

Part D: Compliance contracts

Part D applies, together with Parts A to C, to Compliance Contracts for recurring Services across one or more Premises.

D1. Services Schedule

D1.1 The Services Schedule sets out the Premises, the Services, the visit frequencies and the Fees.

D1.2 Anything not in the Services Schedule is charged at Rate Card rates or quoted separately. This includes reactive call-outs, additional visits, remedial work and replacements under clause C5.

D2. Term and renewal

D2.1 A Compliance Contract starts on the start date in the Services Schedule and continues for a minimum term of 12 months.

D2.2 It then renews automatically for further periods of 12 months, unless either of us gives written notice at least 3 months before the end of the current term.

D3. Fees and invoicing

D3.1 Fees are invoiced quarterly in advance, unless the Services Schedule states otherwise, and are payable under clause A5.

D4. Price changes

D4.1 On each anniversary of the start date, we may increase the Fees and Rate Card by the annual change in the Consumer Prices Index (CPI) most recently published before that anniversary, plus 2%. We will give at least 30 days' written notice.

D4.2 We may propose other changes to the Fees, Rate Card or these Terms to take effect from a renewal date. We will give notice at least 4 months before that date, so you can decide whether to give notice under clause D2.2.

D5. Adding and removing Premises

D5.1 We may add Premises by agreement. Fees for added Premises are charged at Rate Card rates or as quoted, pro rata to the end of the current term.

D5.2 You may remove Premises on 3 months' written notice if you sell them, close them or stop being responsible for them. The Fees reduce pro rata from the end of the notice period.

D5.3 If the number of Premises falls below any volume threshold in the Services Schedule, we may adjust the per-site Fees to the rate for the new number of Premises.

D6. Scheduling visits

D6.1 We will propose visit dates within each visit window. You must confirm them within 10 Business Days.

D6.2 If a visit cannot take place within its window because you do not confirm a date or do not give access, clause A7.2 applies. The Fees for that visit remain payable, and we are not responsible for any resulting lapse in compliance.

D7. Ending early

D7.1 You may end a Compliance Contract early by giving 3 months' written notice. If that notice ends before the minimum term expires, you must pay the Fees that would have been payable for the rest of the minimum term. This reflects the staff and resources we commit to the contract.

D7.2 Clause A12 also applies to Compliance Contracts.

D7.3 If you end a Compliance Contract because of our material breach or insolvency, we will refund any Fees paid in advance for Services not yet performed. Otherwise, Fees paid in advance are not refundable.

D7.4 When a Compliance Contract ends, and once all sums due are paid, we will provide copies of the records we hold for the Premises on request.

Schedule 1: Data processing

This Schedule applies where we process personal data on your behalf in providing the Services. In it, you are the controller and we are the processor, as those terms are used in the UK GDPR.

1. Our obligations

1.1 We will:

- (a) process the personal data only on your documented instructions, which are set out in the Contract, unless the law requires otherwise;
- (b) ensure that everyone authorised to process it is bound by confidentiality;
- (c) take appropriate technical and organisational security measures, as Article 32 of the UK GDPR requires;
- (d) help you, taking into account the nature of the processing, to respond to requests from individuals exercising their rights, and to meet your obligations on security, breach notification, data protection impact assessments and consultation with the Information Commissioner;
- (e) notify you without undue delay after becoming aware of a personal data breach affecting the personal data;
- (f) at your choice, delete or return the personal data when the Services end, unless the law requires us to keep it; and
- (g) make available the information needed to show compliance with this Schedule, and allow for and contribute to reasonable audits on reasonable notice, at your cost.

1.2 We will not transfer the personal data outside the UK unless adequate safeguards under UK data protection law are in place.

2. Sub-processors

2.1 You authorise us to use sub-processors, including our subcontractors and software providers such as our job management and document storage systems. We will impose data protection obligations on them equivalent to this Schedule, and we remain responsible for them.

2.2 We will tell you of any intended addition or replacement of a sub-processor. You may object on reasonable data protection grounds within 14 days.

3. Your obligations

3.1 You confirm that you have a lawful basis for the processing, and that you have given any notices needed for us to process the personal data. Where the personal data includes health information, such as evacuation needs, you confirm that you have a valid condition for processing it.

4. Processing details

Item	Details
Subject matter and duration	Providing the Services, for the term of the Contract and any retention period required by law
Nature and purpose	Fire risk assessment, fire strategy, servicing and compliance record-keeping
Categories of individuals	Your staff, residents, occupants, service users and contractors
Types of personal data	Names, contact details, roles, occupancy details, and records of individuals' evacuation needs
Special category data	Health information relating to evacuation needs, such as mobility or sensory impairments, where you provide it

Schedule 2: Rate card

Rates exclude VAT and apply where the Quotation or Services Schedule does not state a price.

Item	Rate (£, excl. VAT)
Additional or abortive fire risk assessment visit (clauses A7.2 and B2.1)	250 minimum
Fire strategy cancellation charge (clause B4.5)	100

All other rates, including assessor and technician time, call-outs, replacement equipment, extended services and disposal, are as stated in the Quotation or Services Schedule, or as provided by us on request.