Terms and conditions of business

These terms govern fire safety consultancy appointments accepted under an ANP purchase order and appointment form. Read them with the completed appointment, which identifies the customer, premises, services and price. The business liability limit in clause 9, scope limitations in clause 3, and cancellation terms in clauses 6 and 12 require particular attention.

Review status: prepared against policy CHBS5387237XB, issued 2 February 2026, for 3 February 2026 to 2 February 2027. These terms do not represent confirmation of insurance for every service. Complete the supplier details below and obtain legal review before issue. No wording guarantees immunity from claims or prosecution.

1 Parties and definitions

1.1 We, us and ANP mean ANP Fire Assessment Ltd, company number 16699819, registered in England and Wales. Registered office: Cookham House, 29 The Green, London, N21 1HS. Correspondence and cancellation address: 2 Strayfield Road, Enfield, EN2 9JE. Email: andy@anpfire.co.uk. Telephone: 07775724396.

1.2 “You” means the contracting customer identified in the appointment. “Appointment” means our completed purchase order and appointment form, including its schedules and expressly agreed variations. “Services” and “report” mean the work and deliverables described there. “Business day” means Monday to Friday excluding public holidays in England.

1.3 A “consumer” is an individual acting for purposes wholly or mainly outside their trade, business, craft or profession. A “business customer” is any other customer. Legal status depends on the facts, not the box selected on a form. Clause 12 overrides conflicting provisions for consumers.

1.4 “Responsible Person” and other “dutyholders” have the meanings given by applicable legislation. The customer is not automatically the sole Responsible Person. Identifying a contact or signing an appointment does not itself determine statutory status.

2 Formation and order of documents

2.1 Our quotation and proposed appointment are open for acceptance for 30 calendar days unless a shorter period is stated. No appointment is formed until you have accepted the identified appointment and this dated version of the terms in writing and we have then issued a written booking confirmation accepting your instruction. Acceptance may be by signature or express email agreement. We will provide the documents before asking for acceptance and will supply confirmation on a durable medium, normally email with PDF attachments.

2.2 The person instructing us must identify the contracting legal person and have authority to bind it. An agent must identify its principal and whether it contracts as agent or in its own name. A school or trading name alone may not identify the correct legal customer.

2.3 The appointment prevails on premises, services, price and dates. A special term overrides these terms only where it expressly identifies the provision changed and both parties expressly agree it. Consumer rights prevail in all cases. Your purchase conditions do not apply unless expressly accepted by ANP in writing; conflicting purchase orders must be resolved before work begins.

2.4 Changes require written agreement identifying scope, fee, timetable and any insurance implications. A later website or terms update does not amend an existing contract automatically. No retrospective adoption is assumed.

Nothing excludes liability for fraud or removes rights which cannot lawfully be excluded, including applicable rights concerning representations.

3 Services and inspection boundaries

3.1 We will perform the agreed services with the reasonable care and skill expected of a competent consultant undertaking that work. We will use relevant law and appropriate guidance current for the assessment, applying professional judgement to the premises. We do not guarantee that a fire will not occur, that every concealed defect will be found, or that an enforcing authority will adopt our conclusions. This is not a promise of a particular regulatory approval or an enhanced fitness-for-purpose warranty.

3.2 The appointment must identify premises boundaries, assessment type, areas within dwellings if applicable, outbuildings, access arrangements, sampling, document review and deliverables. Unselected or blank optional services are not included. An FRA is a life-safety assessment unless an additional objective is expressly agreed. It is not by itself a structural survey, property valuation or property-protection design.

3.3 Unless expressly agreed, inspections are visual, non-destructive and limited to safely accessible areas at the visit. We do not open construction, disturb asbestos-suspect material, enter unsafe spaces or carry out specialist testing. We will record material access restrictions and sampling limits, explain their significance and recommend further investigation where appropriate. Restrictions do not excuse a failure to exercise reasonable care and skill in the work undertaken.

3.4 We will identify when missing access, evidence or specialist expertise prevents a reliable conclusion or completion of a suitable and sufficient assessment. Where necessary we will qualify a draft, recommend interim precautions and further work, or explain why a final assessment cannot yet be completed. Missing information does not automatically erase our duties or invalidate all findings.

3.5 An FRA includes relevant consideration of visible fire precautions and available records within the agreed scope. It does not include installation, repair, servicing, commissioning, certification or functional testing of fire safety systems unless expressly agreed. A visual fire door check within an FRA is not a separate detailed door inspection unless the appointment says so. Inspection does not certify concealed construction or product fire resistance.

3.6 Specialist external-wall appraisal including FRAEW/PAS 9980 work, intrusive compartmentation surveys, fire engineering design, detailed product/system design or specification, specialist DSEAR assessments and Type 2 or Type 4 FRAs are not included in the standard appointment. They require a separate written scope, demonstrated competence and prior insurance review. This does not remove the obligation to consider relevant risks within an FRA or to identify the need for specialist input. We will not describe an excluded statutory consideration as having been adequately assessed without evidence.

3.7 We may provide risk-based recommendations for improvement as part of an FRA. Detailed designs and product specifications are separate services. If the agreed work cannot responsibly proceed within our competence or available insurance, we will explain this and agree a suitable referral, revised scope or termination; we will not silently omit necessary assessment work.

4 Information and client responsibilities

4.1 You will provide accurate information reasonably available to you, identify known hazards and supply requested records promptly. These may include previous FRAs, fire strategies, plans, enforcement correspondence, licences, system maintenance records, door and external-wall information, occupancy details and relevant evacuation arrangements. Identify uncertainty or missing evidence rather than presenting assumptions as verified facts.

4.2 We may reasonably rely on supplied information but will apply professional judgement, flag material inconsistencies and seek clarification where reasonably required. We are not responsible for independently verifying

every statement unless agreed, but client misinformation is not a blanket defence to our own negligent work. Any responsibility for loss will reflect causation and applicable law.

4.3 You will arrange lawful and safe access, permissions and an appropriate representative, including access to flats where agreed. Do not provide unnecessary resident health or other sensitive data; agree a secure method where such information is necessary. We may stop unsafe work and explain the reason promptly.

4.4 The appropriate dutyholders retain operational fire safety management, maintenance, testing, implementation of precautions, resident/staff information, evacuation arrangements and reviews unless a specific task is expressly appointed to ANP. We do not become the premises manager through an assessment. Nothing excludes any statutory duty imposed on ANP, including duties arising from the extent of its obligations or control under Article 5 of the Fire Safety Order.

5 Findings delivery and review

5.1 We will report material risks identified through reasonable care and skill. Where serious or imminent danger is identified, we will communicate promptly to the nominated responsible contact, normally verbally first where practicable and then in writing, explaining the urgency and recommended action. We will not withhold urgent safety warnings pending payment or final report release. We may make disclosures required or permitted by law to protect safety.

5.2 The appointment states inspection and target delivery dates. We will notify you promptly of material delays, their cause and a revised proposal. Dates are reasonable estimates unless expressly agreed as essential; consumer reasonable-time rights remain unaffected. A delay caused by your failure to provide necessary access or information permits only a proportionate adjustment, not automatic release from every obligation.

5.3 A final report is issued by authorised electronic signature or other authenticated release and identifies its assessment date, scope and version. Drafts are subject to completion and must not be presented as final. Payment does not determine the date on which the observed conditions existed or remove the need to act on communicated hazards.

5.4 Our findings relate to conditions and evidence at the assessment. A recommended review date is not an expiry certificate or guarantee until that date. The dutyholder must keep the assessment under review, particularly after relevant changes, a fire or reasons to doubt its validity. There is no automatic 24-month validity period. No ongoing monitoring, implementation checking or renewal reminder is included unless expressly agreed. Later changes do not erase liability for an earlier breach by ANP.

5.5 We will correct our errors within the original agreed scope without an additional fee within a reasonable time. Changed premises, new information requiring additional assessment and new instructions may require an agreed additional fee. You may appoint another competent person for subsequent work; there is no exclusive right to future instructions.

6 Fees payment and cancellation

6.1 The appointment states the fee, VAT treatment, any deposit, agreed expenses and delivery/payment arrangement. Unless expressly stated otherwise, the total quoted includes ordinary travel up to 20 miles and preparation of one final electronic report. Additional visits, third-party costs or services require advance written agreement to their price or calculation basis. VAT is charged only where legally applicable, supported by a valid VAT invoice where required.

6.2 Unless the appointment expressly states otherwise, we invoice on completion of and before delivery of the final report and payment is due within 7 calendar days of the invoice. Any agreed advance payment or payment-before-final-release arrangement must be prominently stated before acceptance and does not affect urgent warning duties

or consumer rights. You should raise genuine invoice disputes promptly, explain the reasons and pay the undisputed balance. No provision prevents a legally available defence, deduction or counterclaim.

6.3 For qualifying business debts, statutory interest, fixed compensation and recoverable reasonable debt recovery costs may be claimed under the Late Payment of Commercial Debts (Interest) Act 1998. These statutory commercial charges do not apply to consumers.

6.4 You may cancel or request postponement by email or post. Outside a statutory consumer cancellation right, our cancellation charge is limited to services reasonably performed at the agreed rates plus reasonable, evidenced, unavoidable net losses caused by cancellation, after savings, mitigation and replacement work are taken into account. No double recovery is allowed and the charge cannot exceed the unpaid agreed price of the cancelled work. Advance payments are credited and any excess refunded. There is no automatic full-fee charge or one-month notice requirement.

6.5 A wasted visit due to unavailable agreed access may be charged only for reasonable wasted time and unavoidable expenses at rates disclosed in the appointment, allowing for mitigation. We will notify you and agree any further visit. Consumer statutory cancellation rules override this provision where applicable.

7 Subcontractors and personnel

7.1 We may use suitably competent subcontractors, subject to any agreed restrictions and confidentiality/data safeguards. ANP remains responsible to you for the contracted services it subcontracts, subject to lawful contract limitations. Separate direct appointments by you remain your arrangements, but this does not exclude our responsibility for our own advice or coordination obligations.

7.2 We will undertake proportionate competence and insurance checks. Where endorsement 41 applies, we must obtain and retain the specified written insurance evidence, including appropriate public/products liability limits at least equal to our applicable limit, relevant employers' liability where required, coverage for the work and duration, and indemnity to ANP as principal. This does not represent a promise that every subcontractor claim is insured. Appropriate PI arrangements must also be checked for professional work.

7.3 Your professional appointment is with ANP. For business customers, no individual director, employee or subcontractor assumes a separate personal contractual duty to you merely by undertaking ANP's services, and you agree to pursue contractual remedies against ANP. This does not exclude any individual's liability which cannot lawfully be excluded, fraud, or death or personal injury caused by negligence, and cannot remove statutory or criminal responsibility. Clause 13.3 permits enforcement of this limited protection.

8 Insurance and its limitations

8.1 At the date of this version, the supplied schedule records public/products liability of £5,000,000 and PI of £2,000,000 under CHBS5387237XB for 3 February 2026 to 2 February 2027. The PI excess is £500. Public liability excesses vary. Cover is subject to the entire policy, endorsements and conditions; these figures are not a guarantee that a particular claim is covered or that each limit is available separately for each allegation.

8.2 In particular, endorsement 105 restricts public/products and PI cover for liability directly or indirectly due to product failure/unsuitability or product design/specification. Endorsement 106 excludes PI liability directly or indirectly due to actual/potential combustibility or other fire safety issues relating to cladding, defined broadly to include internal/external wall systems and associated components. PI also contains exclusions including asbestos, pollution, fines/penalties and contractual liabilities that would not arise without the contract. These disclosures do not themselves exclude ANP's legal liability or redefine an inadequate assessment as sufficient.

8.3 PI is claims-made and subject to a retroactive date, notification conditions and connected-claim rules. We will maintain appropriate PI for the agreed services during performance and use reasonable endeavours to maintain

appropriate continuing/run-off cover afterwards for the period recommended by our professional advisers, subject to reasonable commercial availability. We will inform you of a material change affecting an ongoing appointment. We do not promise cover for pre-inception work unless confirmed by the insurer.

8.4 An insurance limit is separate from a contractual liability cap. Insurance exclusions, exhaustion, excesses or refusal of cover do not automatically extinguish our liability. We do not undertake to insure your building, business interruption or every potential loss; you should arrange appropriate cover for your interests.

9 Liability

9.1 Nothing limits or excludes death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be limited or excluded. Nothing restricts statutory consumer rights. The restrictions in clauses 9.2 and 9.3 apply only to business customers and are subject to clause 9.1 and applicable statutory reasonableness requirements.

9.2 For a business customer, ANP's total aggregate liability arising out of or in connection with one appointment, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall not exceed the greater of £50,000 and ten times the total fees payable to ANP for that appointment excluding VAT and reimbursed third-party disbursements, unless a different limit is expressly agreed in the appointment. This is one combined limit for claims under that appointment, not a separate limit for each legal cause or report revision. It does not combine separate appointments merely because they involve the same customer. No increased limit is agreed without a written variation and consideration of available insurance.

9.3 For a business customer, ANP is not liable for indirect or consequential loss. ANP is not liable for loss of profit, revenue, rent, business, contracts, anticipated savings or goodwill to the extent such loss is indirect or consequential. Direct loss is not excluded merely because it falls within one of those descriptions. Reasonable costs of correcting defective services and foreseeable third-party liabilities caused by our breach are not excluded solely because they are incurred through another person, but remain subject to clause 9.2 and applicable law. No indemnity for client fines or penalties is given.

9.4 We are responsible only for loss caused by our breach or other legally actionable conduct. We are not responsible for loss caused solely by your failure to implement competent advice or subsequent changes outside our appointment. Where both parties contribute, responsibility is determined under applicable law. We do not disclaim responsibility for failing to identify and report material risks with reasonable care and skill.

9.5 Please notify us promptly of concerns or circumstances which may give rise to a claim and provide reasonable information so that evidence can be preserved and insurers notified. There is no automatic three-month forfeiture of claims. Applicable statutory limitation rules apply; this clause does not extend them. Our own insurer notification deadlines are not transferred to you as a condition extinguishing your rights.

9.6 For a consumer, ANP is responsible for loss or damage that is a foreseeable result of its breach or failure to use reasonable care and skill, subject to applicable law and clause 9.1. The business cap and business exclusions do not apply. Consumer remedies including repeat performance and price reduction are preserved where available.

10 Reports confidentiality and personal data

10.1 Each party retains its existing intellectual property. Subject to rights of third-party licensors, ANP owns copyright in original reports it produces. On payment, you receive a perpetual, non-exclusive licence to use and copy the report for its agreed premises and purpose. Necessary use and disclosure to address safety risks or meet legal obligations is permitted before payment. Do not alter findings or present extracts misleadingly; factual annotations must be identified separately from our issued report.

10.2 You may share the report for the agreed purpose with relevant dutyholders, enforcing authorities, residents where required, insurers, professional advisers and contractors implementing actions, subject to appropriate

confidentiality and personal-data safeguards. Disclosure does not itself create a separate duty of care or right of reliance for every recipient. Other parties seeking reliance must request an express written reliance agreement from ANP, subject to scope, fees and insurance review. Nothing purports to exclude rights a third party has independently under law.

10.3 Both parties will protect confidential information and use it only for the appointment, legal obligations or legitimate professional record/claim purposes. Permitted disclosures include necessary personnel and advisers under safeguards, insurers, competent authorities, courts and required resident information. These exceptions include proportionate safety disclosures permitted by law. No publication of identifiable client reports for marketing or training is permitted without consent or lawful effective anonymisation.

10.4 Each party must comply with applicable UK data protection law. Roles depend on the actual processing: ANP ordinarily acts as an independent controller for its professional assessment records, administration, legal compliance and claim defence, and may act as a processor for specifically identified activities undertaken solely on documented client instructions. Our privacy information explaining purposes, lawful bases, recipients, retention and rights must be supplied before personal data is collected. Where processing on your behalf is required, a compliant Article 28 agreement must be agreed before it starts, identifying data, subjects, purpose, duration, security, assistance, audits, deletion and authorised subprocessors/transfers.

10.5 We will use appropriate security and lawful transfer arrangements, limit access and retain only necessary information. Our proposed ordinary retention period for core professional evidence is 15 years after completion, subject to a documented necessity review, insurer/legal advice and applicable law; transient or unnecessary personal information may be removed earlier. Longer preservation may be necessary for actual or reasonably anticipated claims, investigations or a legal requirement. Nothing authorises indiscriminate retention or destruction of relevant evidence. Lawful retention as controller is not subject to an absolute instruction to delete all professional evidence.

10.6 Reasonable retrieval charges may be agreed for additional commercial copies or work, but statutory data rights and any applicable restrictions on charging remain unaffected. A privacy request is not automatically a chargeable retrieval request.

11 Suspension termination and complaints

11.1 Either party may terminate for a material breach not remedied within 14 days after written notice explaining the breach and required remedy, or immediately where it is serious and incapable of remedy. ANP may suspend unsafe work immediately, or affected services after reasonable written warning of non-payment of an undisputed overdue sum or missing necessary access/information. Suspension must be proportionate. We will communicate known urgent risks and any impact on assessment completion.

11.2 For prolonged events outside reasonable control, the affected party must notify the other, mitigate and propose a revised timetable. If substantial performance remains prevented for 30 days, either may end the affected work. Charges and refunds reflect completed work and unavoidable agreed commitments, subject to statutory rights. This does not excuse lack of reasonable care or permanent retention of payments for unprovided services.

11.3 Termination does not erase accrued liabilities, payment for properly performed services or rights to refunds/remedies. ANP has no general right to enter your premises to recover reports. Confidentiality, lawful report use, records, accrued claims and lawful liability provisions survive where appropriate.

11.4 Send complaints to Andy Bathie at andy@anpfire.co.uk or our stated postal address. We aim to acknowledge within five business days and provide a substantive response within 20 business days, or explain the delay and next update. Complaints do not suspend limitation periods. Where a consumer complaint remains unresolved we will provide legally required information about a competent ADR body and whether we are obliged or willing to use it. No mandatory arbitration or restriction on court remedies is imposed.

12 Additional consumer rights

12.1 For a qualifying distance or off-premises service contract, you normally have 14 days after the day the contract is entered into to cancel without giving a reason. Required pre-contract information and the model cancellation form accompany the appointment. Any statutory extension arising from failure to provide information applies. These rights apply according to law; selecting “business” cannot waive them.

12.2 To cancel, send a clear statement to our email or postal address in clause 1.1. You may use the appointment’s cancellation form but need not do so. It is sufficient to send your cancellation before the period ends. We will refund payments without undue delay and within 14 days after being informed, using the same payment method unless otherwise agreed without fees, subject only to a lawful charge under clause 12.3.

12.3 We will not start during the cancellation period unless you expressly request it; for off-premises contracts the request must be on a durable medium. If you cancel after properly requested commencement, you pay only the lawful proportionate amount for services supplied up to cancellation, compared with the full contract. No such charge is due where the required information or express request was absent. The right to cancel ends on full performance only where performance began after your express request and your acknowledgement that you would lose that right on full performance. The appointment records these as separate affirmative choices, not preselected boxes.

12.4 Information about ANP or its services which is binding under consumer law remains binding. You retain all applicable remedies, including reasonable care and skill, reasonable time where not fixed, repeat performance and price reduction. We do not use these terms to exclude non-excludable rights or impose unfair restrictions on enforcing them.

13 General provisions

13.1 Notices may be sent to the appointment email/postal addresses. Email is treated as received on the next business day after sending if no failure notice is received, except that actual earlier receipt and statutory rules for consumer cancellation or legal notices prevail. This does not authorise service of court proceedings by email without the consent or procedural basis required by law.

13.2 Neither party may transfer its obligations to another legal person without the other’s written consent; lawful subcontracting under clause 7 is different. Waiver must be clear and does not waive future rights. If a provision is unenforceable, the remaining provisions continue so far as lawful; no assumption is made that a court will rewrite an unfair exclusion.

13.3 No third party has contractual enforcement rights under the Contracts (Rights of Third Parties) Act 1999 except ANP personnel may enforce clause 7.3 within its stated limits. The parties may vary or end the appointment without those persons’ consent. This does not remove independent statutory or tort rights.

13.4 The appointment and these terms record the agreed services. Nothing excludes liability for fraud or unlawfully excludes misrepresentation or binding consumer information. No partnership, agency or joint venture is created merely by this appointment.

13.5 English law applies. For business customers, the courts of England and Wales have exclusive jurisdiction. Consumers retain mandatory protections and rights to bring proceedings in the courts available to them under applicable law. No consumer is required to surrender such rights.