



Professional Fire Systems and Projects **(PFSP)**

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East Riding Borough of Yorkshire
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PFS&P Terms and Conditions of Compliance to the requirements of BAFE Scheme Document SP203-1 Version 8.0.1: 2023

Design/Installation/Commissioning & Handover and Maintenance of Fire Detection and Fire Alarm Systems

(This document will be issued automatically alongside of Any/All System Certification issued via our Service Management System and/or if Certification is issued manually by any direct employee of PFS&P Limited)

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1. This Certificate is issued subject to the applicable rules, regulations, standards, policies, codes of practice and documents for the Scheme.
 2. You acknowledge and agree that the Third-Party Certification Body who is licensed by BAFE and accredited by UKAS to operate the Scheme ("Certification Body") reserves the right for it and its duly authorised representatives to inspect the work covered by this Certificate. This Certificate is conditional on the customer identified on this Certificate ("you", "your") allowing from time to time during business hours:
 - a. the Certification Body and its duly authorised representatives' access to the premises at which such work was undertaken to carry out such inspection; and
 - b. if the Certification Body identifies that further work is, in its sole opinion, necessary to ensure that the work covered by this Certificate complies with all requirements of the Certification Body and the Scheme, the BAFE Registered Organisation access to the relevant premises to carry out such additional work.
 3. If you are dissatisfied with the work covered by this Certificate, you should in the first instance contact the BAFE Registered Organisation at its local office. If satisfaction is not obtained at this level, you should address a written complaint to the customer relations executive of the BAFE Registered Organisation at its Head Office. If after taking these steps you remain dissatisfied with the work covered by this Certificate, you may complain in writing, outlining the nature of your dissatisfaction, the steps taken by you to resolve your dissatisfaction with the BAFE Registered Organisation and the BAFE Registered Organisations response to your complaint, to the offices of the Certification Body.
 4. The Certification Body will not normally consider complaints unless the BAFE Registered Organisation has been given the opportunity to resolve the dispute as set out above.
 5. Following receipt of your written complaint and the Certification Body satisfying itself that the BAFE Registered Organisation has been given an opportunity to resolve the dispute, the Certification Body will, if it considers it appropriate (in its sole discretion), take such steps as it deems appropriate to facilitate a resolution of the dispute between the you and the BAFE Registered Organisation. The Certification Body will not involve itself in any discussions or negotiations with you regarding claims or potential claims against the BAFE Registered Organisation, outstanding payments under your agreement with the BAFE Registered Organisation or otherwise, or interpretation of the BAFE Registered Organisation's terms and conditions of supply.
 6. If complaints are escalated to BAFE, BAFE may (in its sole discretion) decide to review the complaint and take any action it considers appropriate in relation to the complaint but shall be under no obligation to do so.
 7. Neither the Certification Body nor BAFE accepts any responsibility or liability for any act or omission of the BAFE Registered Organisation or for defective work undertaken by the BAFE Registered Organisation. Neither the Certification Body nor BAFE gives any warranty or guarantee (whether express or implied) in relation to the work undertaken by the BAFE Registered Organisation or the experience, expertise, knowledge, or skill of the BAFE

Registered Organisation. To the maximum extent permitted by law, neither the Certification Body nor BAFE shall be liable for any loss or damage arising out of or in connection with the work undertaken by the BAFE Registered Organisation or any compliant concerning such work.

8. This Certificate confirms compliance with the requirements of the Scheme as at the date of issue of this Certificate. The Certification Body cannot undertake to investigate any query or complaint in relation to the compliance of the work covered by this Certificate with any future changes to applicable laws, rules, standards, codes of practice, policies, and/or regulations ("Applicable Laws"). In the event of a change in any Applicable Laws, you should contact the BAFE Registered Organisation to arrange for an appropriate update to the work and the issue of a new Certificate.

9. If it at any time after issue the BAFE Registered Organisation ceases to hold a valid registration with BAFE and/or appropriate and valid Third-Party Certification:

a. this Certificate may cease to be valid and/or may be withdrawn; and

b. the Certification Body will not be able to enforce the applicable rules, regulations, standards, policies, codes of practice and documents for the Scheme on the BAFE Registered Organisation or on their successor in business in respect of any work covered by this Certificate.

10. This Certificate may be withdrawn at any time by the Certification Body or the BAFE Registered Organisation.

11. The work covered by this Certificate has been provided to you on the date of issue and any actions required to be carried out by you should be appropriately performed, evidenced, and documented by your responsible person/duty holder. Failure to carry out such actions to the satisfaction of the BAFE Registered Organisation or the Certification Body may result in the withdrawal of this Certificate.

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