

# Un-Controlled Copy



## **FIRAS CERTIFICATION SCHEME**

**REQUIREMENTS FOR CONTRACTORS INSTALLING  
PASSIVE FIRE PROTECTION PRODUCTS / SYSTEMS**

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## **1 Issue Status and Amendment**

- 1.1 If this is a controlled copy of the FIRAS requirements for contractors installing passive fire protection products and systems, the organisation to which it has been issued will be provided with details of any changes in accordance with the amendment procedure below. The control status of the document is identified on page 1. Controlled copies are identified as such and are issued as working documents. Uncontrolled copies are issued for information only and will not be updated and should therefore not be treated as working documents.
- 1.2 Each page of the document is identified by a page number, issue number and date. Where an amendment is made, the revised page will bear a new issue number and date of amendment. Original, un-amended pages of the document will remain as Issue 1.
- 1.3 Where an amendment requires an extra page to be inserted, this is numbered with the number of the preceding page but with the addition of a letter suffix, e.g. 10A will be inserted between pages 10 and 11 and 10B will follow 10A. The new pages are dated in the normal way.
- 1.4 Any amendment to this document will be identified on the Amendment Page, which will be re-issued to holders of controlled copies with the amended sections/pages. Revised pages shall be inserted in place of existing pages or between existing pages and superseded pages shall be discarded. Where a significant number of amendments are made to this document the entire document will be re-issued under a new issue number. In such cases holders of the document shall destroy the previous issue. From Issue 8 onwards, all sections which are affected by a change shall be identified by section number within the Amendment Page Table.
- 1.5 The Amendment Page and the relevant revised pages will be produced by FIRAS, following agreement with the FIRAS Sector Liaison Group, and issued to the holders of each controlled copy of the document, together with an acknowledgment slip (document transmittal) which shall be signed and returned to FIRAS to confirm that the document has been amended. It shall be the responsibility of the nominated representative of the organisation holding a controlled copy of the document to ensure that the document is maintained in an up to date condition at all times.
- 1.6 To ensure that a permanent record is available of all amendments, FIRAS maintains a file of all superseded pages which are marked with the date of withdrawal. The record is held on file indefinitely in order to allow FIRAS to determine the past requirements of the scheme at any time.

## Amendment Page

To ensure that each controlled copy of the FIRAS Scheme Requirements contains a complete record of amendments, the Amendment Page is updated and issued with each set of revised/new pages of the document. Details of the procedures for amending this document are given in section 1 of this document.

<u>Amendment</u>			<u>Discard</u>		<u>Insert</u>	
<u>No</u>	<u>Date</u>	<u>*Sections Changed</u>	<u>Page(s)</u>	<u>Issue no</u>	<u>Page(s)</u>	<u>Issue no</u>
1	November 1999	Various	All	1	New Issue	2
2	December 1999	Various	All	2	New Issue	3
3	April 2000	Various	All	3	New Issue	4
4	March 2004	Various	All	4	New Issue	5
5	March 2005	FIRAS Logo & Quality Mark	1 & 19	5	1 & 19	6
6	8 <sup>th</sup> Nov 2005	Various	All	6	New Issue	7
7	26 <sup>th</sup> May 2006	*1.4, Amendment Page Table, 2.5, 4.5.3, 4.6.1, 4.6.3, 4.6.4, 4.7.3, 4.9, 5.3, 6.4, 6.19	All	7	New Issue	8
8	11 <sup>th</sup> October 2007	2.3, 2.5, 3.10, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 6.4, 6.9, 6.15, 6.16, Appendices	All	8	New Issue	9

## 2. Introduction

- 2.1 These requirements relate to the FIRAS scheme of independent assessment and certification of contractors who install passive fire protection products and systems and they form part of any and all agreements entered into with any party for the purposes of the scheme.
- 2.2 This scheme does not preclude contractors from installing non-fire protection products (such as none fire rated doors, thermal insulation or air sealing products) which are not intended to provide passive fire protection.
- 2.3 Installation is deemed to include the installation and (where applicable) maintenance of passive fire protection products and systems. Contractors shall take responsibility for all aspects of the installation.

The scheme is operated and controlled under the name of FIRAS by Warrington Certification Limited, the authority under which certification against the scheme requirements is awarded.

- 2.4 All bona fide contractors involved in the installation of passive fire protection products / systems may apply for certification against the scheme's requirements.
- 2.5 The main features of the scheme are:
- All installations shall be in accordance with proven specifications.
  - Where applicable, the installation work will be required to comply with the requirements identified in the ASFP "Yellow Book" (for Steel Protection) or the ASFP "Red Book" (for Penetration Sealing & Cavity Barriers).
  - Where applicable, fire rated partition systems, roller shutters, steel and timber doors and glazed screens shall be installed in accordance with proven specifications & manufacturer's instructions/recommendations.
  - Fire rated ducting systems shall be installed in accordance with test evidence applicable to the specific system.
  - No contractor shall "mix and match" materials of different manufacture to resolve particular fire protection requirements, unless supported by third party certification, test evidence or an independent fire performance assessment provided in accordance with PFPF Guide to Undertaking Assessments in Lieu of Fire Tests.
  - Any "special detail" developed to resolve a specific fire protection requirement on a project must be similarly supported.
  - Where the passive fire protection system requires the use of specified fixings/ancillary components, the contractor shall ensure that those used comply with the proven specification.

- All contractors shall employ suitably trained / skilled / competent staff. An initial pre-certification office audit will be followed by inspections of site work relevant to the scope of FIRAS Certification the contractor has achieved. During these site inspections the contractor's site supervisors and operator's competence shall be assessed relevant to the certificated scope.
  - On-going surveillance of all certificated scope installation work at a level to be determined by FIRAS relevant to the contractor's activity levels.
  - Initial audit of office based routines / procedures / systems shall be followed by annual surveillance visits of office systems.
  - A requirement to notify FIRAS of all contracts (containing passive fire protection works) awarded using Contracts in Hand Form irrespective of the duration of the contract works.
  - Issue of Certificates of Conformity for all contracts
- 2.6 Having demonstrated compliance to these scheme requirements, contractors will be awarded certification and added to the FIRAS Register of Contractors for passive fire protection products and systems.
- 2.7 Liaison between FIRAS and the industry will be effected through a WCL Sector Liaison Panel. The general terms of reference of this group will be:
- To continually develop and update the scheme
  - To co-ordinate the views of industry
  - To promote the scheme and it's benefits to industry
- 2.8 The FIRAS fee structure for this scheme is available on request.
- 2.9 The version of these requirements used by the contractor shall be the version current at the time. All certificated contractors shall be advised by FIRAS in writing of any amendments and the applicable dates.

### 3. Definitions

- 3.1 The Scheme** – the FIRAS scheme covering the certification of contractors who install passive fire protection products and systems as described in these requirements.
- 3.2 Applicant** – the organisation (company, partnership, sole trader etc) that is seeking certification within the scheme.
- 3.3 Contractor** – the organisation (company, partnership, sole trader etc) who is responsible for the, installation (and where applicable the maintenance) of passive fire protection products and systems.
- 3.4 Installation** – is deemed to include the installation (and where applicable the maintenance) of Passive fire protection products and systems. Contractors shall take responsibility for all aspects of the installation they have carried out.
- 3.5 Fire Test Evidence** – fire resistance test(s) conducted at a UKAS accredited laboratory to establish the performance of the product or system
- 3.6 Independent Fire Performance Assessment** – an evaluation of a product or system specification provided in accordance with PFPF (Guide to undertaking Assessments In Lieu of Fire Test) This assessment will be provided by a consultant who is independent of the manufacturer of the products proposed for use but will have technical knowledge of their performance capabilities
- 3.7 Competency Assessment** – Evaluation by FIRAS of the skills, knowledge and experience of individuals employed by the contractor based on a questionnaire, interview and inspection of the quality of workmanship (produced by the individual under assessment) demonstrated on site.
- 3.8 Project Manager / Contracts Manager** – a directly employed person who is responsible for the day to day control and management of the contract. This individual will have undertaken training / assessment to Supervisor status and may be authorised by the certificated contractor to sign certificates of conformity.
- 3.9 Supervisor** – a person who has demonstrable competence through FIRAS assessment of their knowledge of the installation of passive fire protection products and systems and can supervise the work of others. The person is a direct employee (or subcontracted Supervisor), who has received appropriate in-house training. A supervisor may be involved in the practical process of installation, but may work alone (i.e. without supervision) or may supervise up to five other people who are involved in labouring, materials handling or installation. Where the Supervisor is overseeing work on a number of projects the person will be in attendance for a minimum of one day in 5 on each project for which they are responsible.
- 3.10 Foreman** – a person who has demonstrable competence through FIRAS assessment of their ability to install passive fire protection products correctly on site who may oversee the work of technicians but is ultimately responsible to the supervisor.
- 3.11 Technician** – a person who has demonstrable competence through FIRAS assessment of their ability to install passive fire protection products / systems correctly on site. The person is a direct employee (or may be a subcontracted technician), who has received in-house training and may work without constant supervision in disciplines for which they have

demonstrable competence but will be required to respond to a Supervisor (who shall be available for overseeing the work of the Technician for a minimum of 1 day in 5).

- 3.12 Unskilled Operative** – a person who has no demonstrable competence in the installation of passive fire protection products / systems. The individual is not allowed to install products unless under the direct supervision of a Technician and the operative is training towards being competence assessed as a Technician. The unskilled operative would normally be expected to be employed by the contractor for duties which do not include actual installation work such as; unloading materials from transport, distributing materials on site, cleaning, masking etc.
- 3.13 Subcontract Installation staff** – persons who have demonstrable competence in passive fire protection products and systems and who have received appropriate in-house training and who are authorised to work under a subcontract agreement.
- 3.14 Authority having jurisdiction** – a body who has a vested interest in the installation of the passive fire protection systems e.g. Building Control, Fire Service, Insurer.
- 3.15 Authorised Signatory** – is someone who takes ultimate responsibility for the management of the project/installation. This person may be Project Manager, Supervisor, General Manager, owner etc who may or may not have been involved in the process of installation but who is responsible for the adequacy of the completed installation and for the work of those who were involved in the installation process. Only an Authorised Signatory may sign the *Certificate of Conformity*.

## **4. Scheme Technical Requirements**

### **4.1 Specification**

- All installations shall be installed in accordance with a proven specification of the product or system, (as detailed in section 2.5 of this document).

### **4.2 Quality Procedures**

- The contractor shall conduct inspections of all passive fire protection installation work carried out (by his company) and maintain records of these. These records shall be made available to the FIRAS Inspector during site inspection visits.
- The contractor shall possess and maintain inspection equipment appropriate to the type of work he carries out (e.g.. Dry Film Thickness Gauge if applying intumescent paint to measure the applied and cured paint).
- FIRAS are not responsible for carrying out “first line inspection” of works undertaken by the contractor, FIRAS will only undertake “sampled inspection” on works produced by the contractor during pre-arranged site inspection visits.

### **4.3 Personnel**

A contractor shall employ a minimum of two members of staff (one being a Supervisor) who are directly employed and who have been assessed by FIRAS and proved to possess adequate skills and knowledge to ensure quality of workmanship and formal inspection of same.

All installation and subcontract installation staff shall have received appropriate in-house training.

During subsequent site visits the FIRAS Inspector will assess the competence of any individuals installing fire protection products / systems who have not been assessed during the initial FIRAS inspection of the Contractor. The Contractor will be invoiced at the prevailing rate for the assessment of these individuals.

A contractor shall provide evidence of subcontract staff arrangements (installers). For guidance, a model subcontract agreement is given in Appendix 2.

### **4.4 Initial pre-certification inspection of office and site installation**

4.4.1 For details of applying for FIRAS Certification – see section 5.

4.4.2 FIRAS will carry out a pre-certification audit of the contractor’s office premises. The contractor shall demonstrate that a management system, routines and procedures are in place that will confirm that, for example:

- Procurement of all materials is in accordance with contract specifications and that traceability of passive fire protection products can be demonstrated.
- Storage and handling of all products is in accordance with manufacturers recommendations
- Traceable Records are maintained which give full details of installations, including details of the drawings / contract specification (client provided) that the work has been carried out in accordance with, materials and personnel involved

- Quality control information is available for all contracts carried out, which shall include records of inspection of installed passive fire protection work carried out by the contractor, which may include as applicable;
  - confirmation of coating compatibility with pre-applied primer (as applicable),
  - confirmation of climatic conditions with coating manufacturer requirements (as applicable)
  - records of applied thickness of coatings DFT (as applicable),
  - confirmation of installed cladding thickness / fixing centres/types (as applicable),
  - confirmation of penetration seal installation locations/fire rating/seal type/size/materials used, (as applicable),
  - door type/size/location/manufacturer certification number/fire rating, (as applicable)
  - final "sign – off" record confirming installation work within a floor level / block / building with references to detail scope reports as listed above or similar.
- Records are kept of Certificates of Conformity issued
- Records are kept of Contracts in Hand
- Records of training / competency assessment details are available
- Subcontract details are available

4.4.3 In addition to the contractor's office audit, FIRAS will inspect a number of installations dependent upon the range of products / Passive fire protection "disciplines" for which certification is sought. FIRAS inspectors shall have inspected samples of all of the types of installation work for which certification is sought before certification is awarded.

4.4.4 Where non compliance reports are raised during site inspections and a revisit is required to verify acceptable corrective action has been taken, such visits shall be charged at the prevailing rate.

4.4.5 Subject to satisfactory audit of the office systems and procedures and inspections of sites, (including competence assessment) FIRAS certification will be awarded for the scope of "disciplines" successfully assessed. The certificated contractor will then be allowed to use the FIRAS mark as described in Appendix 1.

4.4.6 No claims in respect of FIRAS certification shall be made by the contractor until such time as certification is awarded, any contractor using statements such as "...we have applied for FIRAS Certification..." or similar to get onto tender lists without pre-agreed written support from FIRAS may have their application terminated.

## **4.5 Competence Assessment of FIRAS Supervision & Technicians**

### **4.5.1 Supervisors & Site / Project Management**

4.5.1.1 The contractor will be required to have the “underpinning” technical knowledge of all supervisors & site / project management formally assessed in the installation of Passive Fire Protection products / systems by FIRAS Inspectors.

4.5.1.2 The initial “underpinning knowledge” assessment can be carried out at the contractor’s office using assessment questioning developed to test the Supervisor’s knowledge of installation of particular types of passive fire protection in line with the scope of certification applied for by the contractor.

4.5.1.3 Following successful “underpinning knowledge” assessment, the Supervisor’s competence will be assessed on site in effective site installation supervision before any award of FIRAS Certification. This includes (but is not restricted to):

- maintaining records of the work as this is progressively completed,
- carrying out inspections of the work and maintaining records of these inspections (see section 4.4.2).

4.5.1.4 Following successful assessment of each of the Supervisors’ competence, the Supervisor will be registered on the FIRAS Website in the secure registered company area allocated to their employer which will identify the passive fire protection disciplines in which the individual has been assessed as competent.

### **4.5.2 “Technicians”**

4.5.2.1 The contractor will be required to register those operatives who are involved in installing passive fire protection products/systems for “Technician” competence assessment.

4.5.2.2 The operatives registered by the contractor for competence assessment shall be progressively assessed by the FIRAS Inspectors whilst involved in product/system installation. The assessment will be restricted to verifying that they are correctly installing the products/systems and that they can explain verbally (as a minimum) explain an acceptable level of understanding of the criteria applied to correctly install the products/system to the FIRAS Inspector’s satisfaction.

4.5.2.3 Following successful assessment of each of the operative’s competence, the individual will be registered as a “Technician” on the FIRAS Website in the secure registered company area allocated to their employer which will identify the passive fire protection disciplines in which the individual has been assessed as competent in the installation of.

4.5.2.4 Once FIRAS Certification has been awarded, potential Supervisors and Technicians requiring competence assessment can be registered via the FIRAS website and assessments carried out by FIRAS Inspectors during subsequent FIRAS inspections.

### **4.5.3 “Unskilled Operatives”**

4.5.3.1 The contractor shall not be allowed to entrust operatives who have not been registered for “Technicians” competence assessment with installation duties. These individuals may not carryout installation of passive fire protection duties unless they work under the direct supervision of FIRAS assessed supervisors / technicians.

#### **4.6 On-going surveillance of installation work (site inspections)**

- 4.6.1 After certification has been awarded to a contractor, on-going surveillance of installation work will be carried out by FIRAS.
- 4.6.2 It should be noted that FIRAS is a Certification Scheme and **NOT an inspection scheme**, therefore any inspections carried out will only be a “snap-shot” to “sample” workmanship produced by the contractor at the time of the inspection to verify that acceptable standards are being maintained and that installation work is carried out in accordance with product / material manufacturers instructions and FIRAS Scheme Requirements.
- 4.6.3 Within each scheme sector a **minimum of quarterly inspections** of certificated company installation activities will be carried out, (however this may be reduced to half yearly inspections of fire rated glazing / ducting installation work due to it's specialist / infrequent nature) – see section 4.8.3. The actual number of inspections of an individual contractor will be at the sole discretion of FIRAS and will vary according to the number of different work disciplines in which the contractor is involved and the activity level of the contractor.
- 4.6.4 Where a FIRAS Contractor requires a series of inspection visits to be carried out on a particular project to satisfy a contractual condition imposed by the main contractor / client for whom they are working, separate arrangements must be agreed with FIRAS prior to committing FIRAS to regular inspections on one project. In such circumstances, FIRAS will agree with the particular contractor a cost for a number of inspection visits which will be charged at the prevailing day rate (or part thereof) for such inspections. FIRAS may agree to certain visits within the proposed series being covered by the FIRAS Contractor's existing fees, but in all cases a separate quotation for such programmed inspections will be provided and this must be agreed by both parties before any such inspection programme is entered into.
- 4.6.5 The choice of sites for inspection will be made by FIRAS based on the information given on the Contracts in Hand forms.
- 4.6.6 The time and date for inspection visits will be decided by FIRAS and will generally be agreed with the FIRAS certificated contractor.
- 4.6.7 In the event of a third party informing FIRAS that a FIRAS certificated contractor is working on site and causing the third party concern with respect to the installation work they are producing, FIRAS reserves the right to visit the particular site unannounced.

#### **4.7 Audits (Inspections) of Contractor's Office**

- 4.7.1 At approximately annual intervals from the date of the award of certification, a surveillance audit (inspection) of the office will be carried out by FIRAS. These inspections will comprise an inspection of the office procedures described in 4.4.2. Site inspections will be at a frequency determined by FIRAS (see section 4.6.3).
- 4.7.2 The FIRAS Contractor's maintenance of certificated scope is dependant upon the contractor continuing to employ competent Supervisors and Technicians to match the certificated scope. During each annual office audit , the FIRAS Inspector shall check the contractor's list of employees with those recorded in the FIRAS Database to ensure that the contractor continues to comply with this requirement. FIRAS reserve the right to reduce a contractor's scope of certification, (or suspend certification) pending appointment and competence assessment of suitably competent employees.

## 4.8 Non-Compliances

- 4.8.1 Any minor non-compliance raised at office audits (inspections) shall be closed out via post or at the next surveillance.
- 4.8.2 Any major non-compliance identified during the annual inspection may, at the discretion of FIRAS, require a special follow-up visit which may involve visiting further sites. The need for such a visit will be discussed and agreed with the contractor. These revisit inspections to close out non-compliances shall be charged at the prevailing rate, (including travelling costs and time taken to address the follow-up).
- 4.8.3 Site based non-compliances shall be followed up with the Supervisor on site.
- 4.8.4 Any site based non-compliance raised by the FIRAS Inspector shall result in a "Hold" being placed on the contract reference in the FIRAS web based database which shall prevent completion of the Certificate of Conformity until verification of satisfactory corrective action has been established. Where such a site based non-compliance is identified during an inspection, the FIRAS Certificated Contractor shall confirm to FIRAS that agreed corrective action has been completed on the particular issue and shall afford the FIRAS Inspector facility to revisit the site to verify this corrective action has been effective. Revisits to site to verify completion of the corrective action to address the non-compliance shall be charged at the prevailing rate.

## 4.9 Contract in Hand Forms

- 4.9.1 All contracts which incorporate passive fire protection product/system installation, **immediately upon award**, shall be notified to FIRAS using the Contracts in Hand form. This should be done electronically, via the FIRAS website at [www.firas-database.co.uk](http://www.firas-database.co.uk)
- 4.9.2 Upon receipt by FIRAS, the contractor will be given a unique reference number (URN) for that contract. This number shall be used on other FIRAS documentation, such as the Certificate of Conformity.
- 4.9.3 If due to a down-turn in work activity the contractor does not notify FIRAS on new contract award for a maximum of 3 consecutive months, the contractor shall be required to make a declaration to FIRAS (by letter or e-mail) confirming no works for which they hold certification has been awarded during this period. This declaration shall continue on a 3 monthly basis until new contracts are awarded, - failure to do so may result in the contractor's certification being suspended.

## 4.10 Certificate of Conformity

- 4.10.1 All contracts, on completion, shall be issued with a Certificate of Conformity by the certificated contractor, as given in Appendix 3. This certificate shall be issued to:
- The Client (the original)
  - Copy to FIRAS
  - Copy to the contract file
  - Copy to the authority having jurisdiction (e.g. Building Control)

- 4.10.2 The purpose of the Certificate of Conformity shall be to demonstrate that the installation complies with the relevant proven specification. Any variation from the original proven specification shall itself be validated as specified in section 2.5 above.
- 4.10.3 The Certificate of Conformity shall be signed by an authorised employee of the certificated contractor.
- 4.10.4 The unique reference number (URN) issued by FIRAS on completion of the Contracts in Hand form must appear on the certificate.
- 4.10.5 In the case of phased installation a separate Contracts in Hand and Certificate of Conformity shall be issued for each phase.
- 4.10.6 The contractor shall ensure that any variations incorporated into the contract works which do not comply with the stated workscope identified on the Contract In Hand form are detailed in the Certificate of Conformity.
- 4.10.7 Sections of work which were **not completed** before demobilising from site **SHALL BE RECORDED** on the Certificate of Conformity as **exceptions**. If the contractor is requested to return to site to complete outstanding works this must be identified as a new Contract in Hand.
- 4.10.8 The contractor shall raise the Certificate of Conformity upon completion of the works on site irrespective of whether or not they have received final payment for works undertaken. It is accepted by the FIRAS Scheme that the Certificate of Conformity may be used by a contractor to obtain outstanding payments from their client and may wish to withhold it's issue until such monies are received, however non completion of the Certificate of Conformity leads to a false impression of "live" on-going works in the contractor's secure section of the FIRAS Database. The contractor should raise the certificates and retain them pending finalising contractual arrangements with their client. **FIRAS will not (and cannot) issue a Certificate of Conformity on behalf of any certificated contractor at the request of their client.**

#### **4.11 Increase in Certificated Scope**

- 4.11.1 Where a contractor wishes to increase the scope of FIRAS Certification, the contractor shall be required to make **formal application to FIRAS for assessment of this new scope via the FIRAS Website.**
- 4.11.2 The FIRAS contractor shall inform FIRAS of initial contract award details relating to this new scope. The FIRAS Certificated Contractor will not be able to lodge a Contract in Hand which contains the "new scope" until they have satisfactorily demonstrated technical and practical competence in the new scope. The contractor shall be required to demonstrate competence in the new scope area and shall have a minimum of one supervisor and one technician competence assessed (as detailed in section 4.5). Only when the FIRAS Inspector is satisfied with the technical and practical competence demonstrated by the contractor both at office and site locations shall the new scope be added to the FIRAS Contractor's existing scope.
- 4.11.3 Following satisfactory completion of the contract comprising the new scope, the FIRAS Contractor's Certificate shall be reissued with the new scope identified.
- 4.11.4 FIRAS shall make a charge for the competence assessment of the new scope in accordance with existing rates and a charge shall be made for re-issue of the contractor's FIRAS Certificate.

## 5 Application for Certification

5.1 An application for certification shall be made on the Application Form together with the fee for the initial inspection. This Form is available for electronic submission on the FIRAS website [www.warringtonfire.net](http://www.warringtonfire.net)

5.2 Further information is available from:

Jayne Dennett or Ian Woodhouse

FIRAS  
Warrington Certification Ltd  
Holmesfield Rd  
Warrington  
WA1 2DS

Tel: 01925 646666

Fax: 01925 646667

Email: [jayne.dennett@warringtonfire.net](mailto:jayne.dennett@warringtonfire.net)

5.3 Companies shall be required to complete FIRAS Certification for the requested scope of activities **within 8 months of submission of the on-line application**. FIRAS reserve the rights to terminate the application of any company who does not progress the certification process to award of FIRAS Certification within this timescale.

## **6. Scheme Regulations**

- 6.1 The technical requirements of the scheme are given in section 4 of this document.
- 6.2 Applicants and certificated contractors shall nominate a contact representative and, if appropriate, one or more deputies, authorised to act in the main nominee's absence, who shall be responsible for all matters relating to their FIRAS Certification and via whom all communications between FIRAS and the company shall be directed.
- 6.3 Applicants and certificated contractors shall be responsible for allowing FIRAS free access to offices and sites during normal working hours for the purposes of conducting initial, surveillance and annual inspections and for providing information and facilities as may reasonably be required by FIRAS.
- 6.4 The nominated representative shall be responsible for informing FIRAS, immediately upon award, of all (passive fire protection) contracts. This shall be done by completion of the Contracts in Hand Form. Where no new contracts have been awarded to the contractor within a 3 month period, the nominated representative shall be responsible for making declaration to FIRAS that no such work has been awarded (as detailed in section 4.9.3). Non-receipt of Contract in Hand or declaration of no new award shall initiate a reminder letter from FIRAS regarding this lack of submission. Failure to notify FIRAS of new awards or no new award declaration may result in the contractor's certification being revoked after 6 months of no contact.
- 6.5 All contracts, on completion, shall be issued with a Certificate of Conformity by the certificated contractor.
- 6.6 Certificated contractors may use subcontract installation staff provided that the subcontract staff have been competency assessed by FIRAS) and that the certificated contractor has established subcontract agreements with them. For guidance, a model subcontract agreement is given in this document.
- 6.7 Certificated contractors shall be permitted to use the FIRAS mark in accordance with the requirements given in Appendix 2 of this document. Any promotional material using the FIRAS mark shall be first submitted to FIRAS for approval. If FIRAS considers the wording or illustration to be misleading in any way, the certificated contractor shall amend the material to the satisfaction of FIRAS. The certificated contractor's right to use the mark is not transferable.
- 6.8 A certificated contractor shall not undertake the installation of any passive fire protection products/systems outside these scheme requirements either at his discretion or in accordance with the wish of a third party. If the certificated contractor is instructed to deviate from scheme requirements, he shall raise a disclaimer for the items of work affected and shall forward copies of this disclaimer to the client and FIRAS.
- 6.9 A certificated contractor shall conduct their business in "good faith" and in accordance with the requirements of FIRAS Scheme for Installing Passive Fire Protection Systems as described in this document and any future revisions of it.
- 6.10 A certificated contractor may terminate his certification upon written notification to FIRAS. A minimum of three months notice of termination shall be given. Upon termination by the certificated contractor or by FIRAS in accordance with these requirements, the contractor shall forthwith discontinue the use of both the FIRAS mark and all claims of certification

under the scheme. No further fees will be due from the date of termination except for unpaid fees accruing from before the date of termination. No fees already paid will be refunded. During the period of notice of termination the contractor shall continue to comply fully with the scheme requirements.

- 6.11 FIRAS may, at its discretion, revoke, amend, refuse to grant, renew or extend certification if a certificated contractor fails to comply with the provisions of these requirements or becomes subject to the bankruptcy laws or enters into liquidation or is convicted of any offence tending to discredit its bona fides. Such a decision and the grounds for it will be communicated to the certificated contractor in writing.
- 6.12 FIRAS certification shall be re-assessed on an annual ongoing basis with certificates valid for 5 years from date of issue.
- 6.13 The FIRAS fee structure for this scheme is given in a separate FIRAS document and is available on request. Failure to pay fees as stated in this document within the specified time shall render a certificated contractor liable to certification being revoked.
- 6.14 FIRAS will investigate any complaint against a certificated contractor received from a third party concerning the certificated contractor's performance in respect of the scheme requirements. FIRAS will, at its discretion, notify the certificated contractor of such complaints in order that corrective actions can be agreed and implemented.

#### **6.15 Complaints Procedure**

Certificated Contractor Complaining about conduct of Warrington Certification Limited (FIRAS) Staff / decisions taken by FIRAS related to the contractors' activities as covered by this document, complaints related to the operation of the FIRAS Scheme.

- 6.15.1 All complaints should be in writing and addressed to: The FIRAS Manager, Warrington Certification Limited, Holmesfield Road, Warrington, Cheshire, WA 1 2DS. All complaints received by Warrington Certification Limited are investigated and actions taken where appropriate.
- 6.15.2 Upon receipt of the complaint it will be logged on the date of receipt and will be reviewed by the FIRAS Manager at the earliest opportunity.
- 6.15.3 The FIRAS Manager shall conduct an investigation into the complaint which may involve discussion with the FIRAS Inspector, Administrator, Warrington Certification Limited Divisional Manager or a third party to establish basis and background to complaint. If the complaint is not of a confidential nature (one which can be aired in the presence of others who may have similar concerns), the complaint may be discussed at a FIRAS Scheme / Industry Liaison Meeting. In such a case the complainant will be advised of the complaint's inclusion on the agenda of the next liaison meeting and the proposed date of the meeting.
- 6.15.4 The FIRAS Manager shall upon completion of all investigation related to the complaint be responsible for deciding whether or not the complaint is valid / justified.
- 6.15.5 Where the decision is taken that the complaint is valid the FIRAS Manager shall initiate corrective action to address the complaint and shall notify the complainant in writing of the action taken / to be implemented to address the complaint. The FIRAS Manager shall be responsible for reviewing the action taken to ensure it is working to prevent a recurrence of the instance which resulted in the complaint being made.

6.15.6 Where the decision is taken that the complaint is not justified, the FIRAS Manager shall notify the complainant in writing of his decision. The complainant shall be offered the facility to appeal against the decision in which case the Appeals Procedure shall be invoked should the complainant decide to appeal the decision.

## 6.16 Appeals Procedure

Applicants and certificated contractors have the right of appeal against any decision made by FIRAS against these requirements and in respect of their application for Certification or termination of a contractor's certification. In order to invoke this procedure the appellant shall accept the following procedure.

- 6.16.1 Notice of any appeal shall be made in writing and addressed to The Divisional Manager, Warrington Certification Limited, Holmesfield Road, Warrington, Cheshire, WA 1 2DS within 14 days of official notification of the decision. The appellant shall clearly set out the grounds for the appeal and shall enclose a cheque for £1,500 made payable to "Warrington Certification Limited" to cover the costs of the appeal (refundable only where the Appeals Panel finds in favour of the Appellant).
- 6.16.2 The appeal shall be reviewed by the Divisional Manager of Warrington Certification Limited (who may consult the Chairman of the Warrington Certification Limited Management Council or the FIRAS Manager), who may contact the appellant to discuss the grounds for the appeal and may request further details if he believes there is insufficient information on which to make a judgement.
- 6.16.3 The Divisional Manager shall attempt to resolve the appeal within 1 month of receipt of the written appeal. If the situation can be resolved to the satisfaction of both the appellant and Warrington Certification Limited within 1 month of receipt and it does not progress beyond this point, the fee is refunded. (This may be as a result of certification being reinstated or by the appellant accepting the FIRAS Manager's decision made to terminate their certification based on the grounds surrounding the incident).
- 6.16.4 In the case of resolution by the Divisional Manager, he will write to the appellant confirming the agreed resolution of the appeal and will return the appellant's cheque for £1,500. **If the appeal can be resolved as detailed above no appeals panel shall be constituted.**
- 6.16.5 If the Divisional Manager's review fails to resolve the appeal, the Divisional Manager shall contact the Warrington Certification Limited Management Council Chairman and request the constitution of an "Appeals Panel". Warrington Certification Limited shall endeavour to facilitate hearing of an appeal by an "Appeals Panel" within 3 months of receipt of the written grounds for appeal.
- 6.16.6 An Appeals Panel specifically constituted for the purpose of hearing an appeal which cannot be resolved by the Divisional Manager will comprise 3 members of the Warrington Certification Ltd Management Council, as selected by the Chairman of the Warrington Certification Limited Management Council. They will be selected such that no member has any direct or indirect commercial interest in the appeal. The Chairman of the Warrington Certification Limited Management Council will not be a member of the Appeals Panel but he will nominate one of the 3 members as the "Appeals Panel Chairman".

- 6.16.7 When the subject of the appeal involves technical matters, the Management Council Chairman may arrange for one or more persons having suitable technical expertise to be available for consultation by the Appeals Panel. In such cases the Management Council Chairman will ensure that the persons nominated have no previous involvement with the certification issue in question.
- 6.16.8 The appellant will be notified of the proposed date of the appeal hearing, the composition of the Appeals Panel and any technical advisors to be made available to the panel not less than 14 days before the date of the meeting. The appellant may challenge the composition of the panel and/or the technical advisors within 2 days of being informed of the composition and shall provide written reasons for any challenge.
- 6.16.9 The "Appeals Panel Chairman" will consider the reasons for any challenge and at his sole discretion will decide whether the composition of the Panel or technical advisors will be changed. In choosing any replacements, the Appeals Panel Chairman will take into account the reasons for the challenge to ensure that as far as possible the same objections will not apply to the replacements. No further challenges will be considered.
- 6.16.10 The appellant has the right to be supported at the hearing of the Appeals Panel by a representative of his choice. Any such representative shall be notified to the Chairman of the Appeals Panel 14 days prior to the hearing. The Chairman has the right, on behalf of the Appeals Panel, to challenge any such nomination.
- 6.16.11 The decision of the Appeals Panel will be decided by a simple majority and the decision will be final.
- 6.16.12 The Divisional Manager of Warrington Certification Limited will be responsible for arranging the timing and location of the appeal hearing by the Appeals Panel which will be advised to the appellant at least 7 days in advance.
- 6.16.13 The original decision will remain in force pending the meeting of the Appeal Panel at which both the appellant, the FIRAS Manager and any other relevant member of FIRAS/WCL will be entitled to be heard in confidence. The Divisional Manager of Warrington Certification Limited, FIRAS Manager or any other person nominated by the Appeals Panel will be responsible for implementing the decision of the Panel. The Chairman of the Appeals Panel will ensure that the appropriate action is correctly implemented.
- 6.16.14 All correspondence related to the Appeals Procedure must be sent "Recorded Delivery".

## **6.17 Confidentiality**

FIRAS will not disclose to any third party any information about a contractor or his activities gained as a result of carrying out certification of the contractor which may be considered confidential, without the contractor's consent. This restriction will not apply to information required by bona fide accreditation bodies such as UKAS in pursuance of accreditation of the scheme, provided that such information is given to such bodies on a confidential basis. Restrictions will not apply to information which is considered to be in the public domain and available on request to any interested party.

- 6.18 A certificated contractor shall indemnify FIRAS against any financial losses that FIRAS may incur as a result of the certificated contractor's failure to comply with these scheme requirements. FIRAS will maintain insurance cover against liability claims made against it and which may arise from operation of the scheme. The level of cover will be determined by FIRAS to be reasonable in respect of its potential liabilities bearing in mind those prevailing within the certification industry in general.
- 6.19 The interpretation of these requirements and the terms of the insurance cover will be governed and construed in accordance with English Law and in the event of any dispute parties shall submit to the jurisdiction of the English Courts.
- 6.20 Certificated contractors shall comply with the scheme requirements currently in force. These requirements may from time to time be amended at the discretion of FIRAS. Such amendments will be notified in writing to certificated contractors with dates for implementation of the revisions.
- 6.21 It must be clearly understood that a FIRAS Certificated Contractor has a **Duty of Care** to bring to the attention of any client, principle contractor, building owner/operator (for whom they are engaged in work) any works carried out by others which is known to be non compliant with building regulations, incorrect / inappropriate use of products to satisfy a particular fire protection requirement. Should the FIRAS Certificated Contractor not wish to confront their client with this information for "contractual reasons" such information may be brought to the attention of a FIRAS Inspector during a site visit so that the instance becomes documented in the visit report.
- 6.22 Copyright of this document is held by Warringtonfire Certification Ltd. No part of this document may be reproduced in any form without the prior permission of Warrington Certification Ltd in writing. Permission to copy this document for internal use is automatically given to applicants and certificated contractors. Such copies are uncontrolled and this status shall be identified on each copy.

## APPENDIX 1

### CONDITIONS FOR THE USE OF THE FIRAS CERTIFICATION MARK



FIRAS Certificated Contractor XXXX

1. The FIRAS certification mark ('the mark') is a registered certification mark and may be used by certificated contractors.
2. The mark shall only be used in its entirety and without amendment.
3. The mark shall only be used in relation to those services that are within the scope of certification. The mark shall not be used in such a way that it implies certification of services or activities for which certification has not been awarded. The mark shall not be used in conjunction with offers of "labour" only type services or any offers of works where the installation is not the responsibility of the certificated contractor.
4. The mark, when used in association with the National Accreditation Mark (the UKAS mark) as shown below, may be used by contractors on their trade literature, on their letterheads and on any of their display or promotional material. A contractor shall submit his proposals for use of the mark to FIRAS for approval.



5. The mark may also be used on vehicles, buildings and flags but NOT in association with the UKAS mark.
6. The mark, when used without the National Accreditation Mark (the UKAS mark), shall always be used in conjunction with the contractor's certification number placed centrally under the mark in the format given above.
7. The mark shall be used at any size considered appropriate for the application and shall only be used to show the contractor's involvement in fire protection systems. The relative proportions shall always be retained.

8. If the mark is used in association with the National Accreditation Mark (the UKAS mark) on stationery not larger than A4, the maximum height shall be 30mm and the minimum 20mm. However in some circumstances, which are usually dictated by reason of space, the marks may be reduced in size provided they remain clearly legible. Full details of the use of the National Accreditation Mark (the UKAS mark) can be found in the DTI publication ref URN 98/887 which is available at [www.ukas.com](http://www.ukas.com).
9. The mark shall be printed in a single colour, the default reference for which is Pantone ref. 2945C. Alternatively the mark may be produced in black.
10. The contractor shall, at the request of FIRAS, cease to use the mark if FIRAS deem the application inappropriate.
11. A contractor shall, upon suspension of certification, immediately discontinue the issue of documents that display the mark or contain reference to FIRAS certification.
12. A contractor shall, upon termination of certification, immediately cease distribution of all items on which the mark is displayed and shall remove it from any other form of display or promotional application.
13. FIRAS certificates issued within the scope of UKAS accreditation will carry a combined FIRAS and National Accreditation Mark (the UKAS mark).
14. It is a condition of use that the mark shall not be used in any printed advertisements or printed publicity matter directed primarily to the market in the United Kingdom and in the Isle of Man or in retail point of sale display cards distributed by the Registered Proprietor for use within the United Kingdom and in the Isle of Man without indicating that it is a certification mark.
15. Failure to comply with these requirements for the mark may result in withdrawal of certification and legal action under appropriate legislation.

#### CONDITIONS FOR THE USE OF THE FIRAS LOGO



16. The use of the logo, as shown above, may be used for any promotional purposes by certificated contractors but only in relation to those services that are within the scope of certification. The logo shall not be used in such a way that it implies certification of services or activities for which certification has not been awarded.
17. Details of the colour and colour gradation of the logo may be obtained on request.
18. A contractor shall submit his proposals for use of the logo to FIRAS for approval.
19. Failure to comply with these requirements for the logo may result in withdrawal of certification and legal action under appropriate legislation.



**APPENDIX 2**  
**FIRAS CERTIFICATION SCHEME**  
**MODEL SUBCONTRACT AGREEMENT**

**This model subcontract agreement is intended as a guide only. Both parties must ensure that the final agreement signed by them is amended as necessary to include all their requirements.**

This agreement is made between:

..... ( the FIRAS Certificated Contractor) and

..... ( the subcontractor )

on this date .....

The certificated contractor contracts the subcontractor for the purpose of the installation of passive fire protection systems under the FIRAS Scheme.

The subcontractor agrees to comply with all relevant FIRAS requirements, and to ensure that the quality of the installation is not compromised by any actions for which he is responsible.

The certificated contractor is contractually responsible for the compliance of the completed installation to the specified standard. Inspection of the completed works will be undertaken by an appropriately nominated staff member of the certificated contractor

This agreement does not confer on the subcontractor the right to make any claims under the FIRAS scheme, nor use of the FIRAS logo.

This agreement is valid until .....

Signed on behalf of the  
Certificated Contractor

Signed on behalf of the  
Subcontractor

.....

.....

