

FSRS CERTIFICATION TRADE MARK REGULATIONS

Governing the use of its Certification Trade Marks in respect of Certifiable premises. These regulations shall apply to the FSRS Premises Certification and Licensing Schemes.

The logo will be altered to include the term “Certification Mark” or it is a condition of use that the mark shall not be used without indicating that is a certification mark.



Certification Mark

The Fire Safety Rating Scheme can confirm that under: Schedule 2 Paragraph 4 of the Act a certification mark shall not be registered if the proprietor carries on a business involving the supply of goods or services of the kind certified. We do not supply goods or services of the kind certified.

1 Definitions

“The Fire Safety Rating Scheme” (or FSRS) means company number 11815378 incorporated in England and Wales on 9th February 2019 and having its headquarters at 64 Bowman House Business Centre, Royal Wootton Bassett, Wiltshire SN4 7DB, United Kingdom.

“The Board of Management” means the directors appointed in accordance with the Articles of Association of FSRS.

“Appropriate Standard” means a standard or specification against which the Certification Committee has indicated the FSRS is prepared to certify.

“Certifiable Premises” means such premises or any other premises referred to in Regulation 4 and 5 which from time to time fall within the range covered by an Appropriate Standard.

“Certified premises” means Certifiable premises to which a Certification Trade Mark has been applied.

“Certificate” means a Certificate issued by FSRS authorising the use of the Certification Trade Marks in accordance with these Regulations. This may be displayed as a logo, certificate or displayable window sticker.

“The Certification Committee” is a Committee appointed by the Board of Management and consisting of not less than three persons appointed by the Board of Management who



predominantly do not represent manufacturers of Certifiable premises.

“Certification Trade Marks” means the certification trademarks of FSRS authorised by FSRS to be used by Holders of Certificates to depict the satisfaction of FSRS pursuant to these Regulations.

“Chief Executive” means the member of the permanent staff of FSRS appointed by the Board of Management to be in charge of the operations of FSRS or such other person to whom the powers of the Chief Executive may from time to time be delegated.

“Person” means an individual, firm, body corporate or unincorporated body.

“Supplier” or “Client” means the authorised Holder of a Certificate

“The Appeals Panel” means a panel selected by the Chairman of the Board of Management for the purpose of hearing the appeal. It shall consist of at least three persons none of whom shall have any direct commercial interest in the subject of the appeal. If the appeal is not satisfactorily concluded at this point, we will instruct an independent body to carry out the appeal. This may, but is not limited to, the use of The Advisory, Conciliation and Arbitration Service (ACAS) who are independent of FSRS.

2 Board of Management

These Regulations shall be administered under the authority of the Board of Management.

3 Rights and Powers

No person may use a Certification Trade Mark and or logo except under and by virtue of a Certificate.

4 Issue of Certificates

FSRS shall be satisfied with regard to every Applicant for a Certificate:

- that it carries on a bona fide business that is dedicated to the highest fire safety standards;
- that it understands and will abide by the rules for certification published by FSRS and any other such rules as may be from time to time approved by the Board of Management;
- that it has executed the Undertaking set out in the Application for a Certificate and paid the prescribed fee;
- that the specified samples of the Certifiable fire safety standards comply with the Appropriate Standards.
- that it is likely that the production and process procedures and system of quality control of the Applicant will be such that all Certified standards will conform to the Appropriate Standards.
- that it complies in full with the requirements of FSRS Premise Certification Requirements.



- that it recognises that a condition of the issue of a Certificate will be that all Certifiable premises shall bear the Certification Trade Mark(s) for which application for a Certificate has been made;
- that it keeps a record of all remedial actions relative to the premises to be covered by the Certificate.
- that it keeps clear and accessible records of the standards tested and certified in order to attain the Certification Mark.
- that it has not previously been refused, or had a certificate cancelled by FSRS under circumstances which could prejudice the reputation of FSRS.
- The Supplier is solely responsible for the information provided upon which the assessment and certification mark and certificate is applied. The Fire Safety Rating Scheme can not be held responsible for any falsification of information or evidence provided. However, we will take measures to validate the information provided by site visits or evidence gathering.

5 Certificates

Any Applicant which satisfies FSRS in regard to all the conditions set out, or referred to in Regulation 4, shall be entitled to a Certificate, this Certificate shall nevertheless remain the property of FSRS.

A Certificate shall, subject to these Regulations, continue in force from the date of issue for such time as may be prescribed by FSRS or until the Certified premises are no longer marketed by the Supplier or the Certificate is withdrawn or cancelled under the provisions of Regulation 4 and 5.

A designation of the Certifiable premises, in respect of which a Supplier is authorised to use the Certification Trade Marks, shall be endorsed, together with references to the current specification for the testing and approval of the Certifiable premises as laid down by the Appropriate Standard, on a Certificate and/or Appendices/Schedules which shall not be transferable.

The Certified premises shall be measured against Government fire safety law and guidance to ensure the highest standards met.

6 Record of Certificate Holders

FSRS shall keep records in which shall be entered the name, address and trade description of every Client; the date of issue, re-issue or cancellation of the Certificate; the special number allotted to the Client; the Certificate, and the references to the current specifications for the testing and approval of the Certificates as laid down by the Appropriate Standard, and as endorsed upon the Certificate; and any other particulars which FSRS may from time to time deem necessary. The Records shall be kept at 64 Bowman House Business Centre, Royal Wootton Bassett, Wiltshire SN4 7DB, United Kingdom, and can be viewed Monday to Friday from 9am to 5pm excluding public holidays.



7 Change of Address

If a Client changes the name or address or the place of manufacture of the Certified premises it shall forthwith notify FSRS, which may result in an additional review being carried out.

The Certification mark is non-transferrable and specific to the Certified premises.

8 Certifiable Premises

The Certification Trade Mark shall be applied only to Certifiable premises after the issue of a Certificate unless there is a written authority from FSRS to mark the Certifiable premises and to bond these until a Certificate is issued. The Chief Executive shall be the authority for the release of such Certifiable premises from bond.

A Certification Trade Mark may be applied only to Certifiable premises that conform to the same specification as that to which the sample tested by FSRS was produced and granted a Certificate by FSRS.

On each occasion on which the Appropriate Standard is amended or superseded by the publication of a new edition of the Appropriate Standard, FSRS shall allow the Supplier such time, as in the opinion of FSRS is reasonable in which to comply with such amended or new edition of the Appropriate Standard, and after such reasonable time the Certification Trade Mark may only be applied to the Certified premises of a Supplier that have been produced to the same specification as that to which a sample tested and approved by FSRS as conforming to the new edition of the Appropriate Standard was produced.

9 Examination of Premises

Every Supplier shall during normal business hours, with or without notice, permit entry to his premises by any person duly authorised by FSRS for the purpose of examining or testing any Certified premises and the methods of manufacture, and shall permit any such person to take samples of such pictures, records or of any evidence for the attainment of the Certification Mark.

FSRS shall require any person who applies for a Certificate to send to FSRS a copy of evidence used for the attainment of the Certificate for the Certifiable premises, in relation to which he is desirous of being granted a Certificate.

The applicants shall be measured against the following standards;

- **The Regulatory Reform (Fire Safety) Order 2005**, for fire risk assessment standards
- **The Housing Act 2004**
- **The Smoke and Carbon Monoxide Alarm (England) Regulations 2015** (landlords and tenants)
- **Safety signs and signals: The Health and Safety Regulations 1996**
- **Health and Safety at Work Act 1974**
- **DSEAR 2004**
- Fire risk assessment guides provided by the HM Government
- British Standards 5839 for fire alarms
- British Standards 5266 for emergency lights
- British Standards 5306 for fire extinguishers
- Approved Document Part B for fire safety in building other than dwellings
- PAS 911 for fire strategies
- Local Authority Regulations (LACORS)



- Portable appliance testing
- Fixed Wire Electrical testing

This is completed via a self-assessment questionnaire, which is inspected by FSRS qualified personnel. These aforementioned standards cover the fire safety provisions of all business types and are used as best guidance apart from the legislative acts which are in bold above.

The aforementioned standards require no formal qualifications of the applicants. However, the examination of these standards will be completed by FSRS staff who have qualifications in fire safety to a level 4 standard. Specifically, European CFPA Diploma in Fire Prevention (affiliated to the Fire Protection Association). The compliance of the applicant will be verified using the answers provided and the evidence submitted to substantiate those answers. The outcome of that review will provide a star rating of 1-5. See the appendix for details of the star ratings.

10 Use of Certification Trade Mark

A Supplier may use a Certification Trade Mark only in relation to the Certifiable premises conforming to the specification for the testing and approval of the Certificate as laid down by the Appropriate Standard and to which reference has been endorsed upon the Certificate, or (in the event of that Standard being amended or superseded) as FSRS may from time to time expressly authorise.

Subject to prior authority from FSRS, a Supplier may print, or otherwise reproduce, the Certification Trade Mark for which a Certificate is in force upon price lists, show cards or other trade literature, or in press advertisements or in any other mode sanctioned by FSRS, all being in relation only to the particular Certifiable Premises endorsed on the Certificate.

The Certification Trade Marks may only be used in correspondence, advertising and promotional material and must not be used except in connection with those premises or locations listed on the Certificate or appendix thereto. The Supplier must identify the premises to which the certification applies when using the logo in a context where the scope of the application is open to doubt.

It is a condition of use that Certification Trade Marks shall not be used in any advertisements or publicity matter, printed or otherwise reproduced, 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 an indication that it is a certification mark.

In making use of a Certification Trade Mark as aforesaid, a Supplier shall not alter it in any respect whatsoever or make any addition thereto, provided that nothing in these Regulations shall interfere with the separate use by a Supplier of his own trade mark, or brands upon or in relation to his premises.

A Supplier shall at all times give all such information regarding his use of a Certification Trade mark, as FSRS may from time to time require, and shall permit a duly authorised representative of FSRS to make any reasonable investigations upon his premises, including inspection of the relevant records and evidence, as may be reasonably required by FSRS for the purpose of satisfying FSRS that the Certification Trade Mark has been properly used.

The Supplier shall discontinue any use of the logo and/or designation which is unacceptable to FSRS and any form of statement relating to the certification which, in the opinion of FSRS,



might be misleading. In cases of blatant misuse the Certificate may be summarily cancelled at the discretion of FSRS.

11 Fees Payable to FSRS

All fees are due payable prior to the self-assessment, unless otherwise stated and agreed with FSRS.

FSRS shall be entitled to charge fees at a level to be determined from time to time by FSRS. A Supplier or an Applicant as the case may be shall pay:

- a) a fixed annual fee for each Certificate granted, which fee shall apply similarly to all Suppliers relating to Certified premises of the same designated type, and which fee shall not in any circumstances be returnable;
- b) additional fees for surveillance, inspection, testing, supervision, Certificate re-issue, administration and the verification of the standard or specification, as shall from time to time be determined by FSRS to be fair and appropriate to the Appropriate Standard. This will be agreed by all parties prior to commencement.

In the event of additional test work being carried out, due to non-compliance with the Appropriate Standard or retesting at the supplier's instance, FSRS shall charge an additional fee appropriate to the amount of testing undertaken.

There shall be no discrimination in the level of fees charged and all Applicants and all Suppliers shall be charged at an identical rate for a particular service, but additional fees arising from travel, subsistence and administration will be charged.

Any Supplier which defaults in payment of its fees shall be given notice in writing by FSRS and unless payment in full shall have been made within fifteen days from the despatch of such notice FSRS may at its discretion take action to either suspend or cancel the Certificate in accordance with Regulations. 4 and 5.

The current fees will be set at £249.99 + VAT per annual review.
Additional services including surveillance, inspection, testing or supervision shall be charged at £60 per hour + VAT, the duration of which will be agreed in advance with the applicant.
Administration fees will be set at a minimum of £25 + VAT.
Subsistence will be charged at cost. Travel will be costed at £0.40 per mile + VAT.

12 Duplicate Certificates

If a Certificate is lost or inadvertently destroyed the Supplier shall be entitled to a duplicate thereof on his furnishing FSRS with a Statutory Declaration satisfactory to FSRS evidencing the circumstances of such loss or destruction and on payment of such a fee as is set from time to time.

Copy Certificates may be given if the Supplier makes a written application detailing the use of these copy Certificates.

A charge will be made for these services. This will be £25.00 + VAT.

13 Suspension of Certificates



If the Chief Executive at any time is satisfied:

- a) after evaluation and/or testing that the information does not conform to the Appropriate Standard; or,
- b) that the Supplier's premises, information or testing records does not conform to the current Appropriate Standard; or,
- c) that the Supplier has failed to submit sufficient evidence or records for examining or testing by FSRS within the period set out in FSRS's request for such a evidence; or,
- d) that the Supplier is failing to comply with the particular rules and technical requirements of the relevant Scheme; or,
- e) that the Supplier no longer meets the requirements set out in Regulation 4 and 5 above; or,
- f) that the Supplier has defaulted in payment of fees as required under Regulation 11,

but that the matter is not urgent or there in his view has not been a history of such failings, he may give one month's written notice of his intention to suspend a Certificate unless appropriate action is taken by the Supplier to remedy the failing.

If after the elapse of a notice issued under regulation 4 and 5 the Chief Executive is not satisfied that appropriate action has been taken to remedy the failing, he may give written notice suspending a Certificate.

Where the Chief Executive at any time considers that a Supplier's failing to comply with the particular rules and technical requirements of the Scheme is part of a history of such failings or where the failing is such that he considers that it is urgent that there is an immediate suspension the Chief Executive may suspend a Certificate immediately without notice.

Within one month of a suspension the Chief Executive shall review any suspension, he shall determine whether the suspension should be lifted, or the Certificate cancelled and shall give notice of his decision.

14 Cancellation or Non-Renewal of Certificates

FSRS may cancel and withdraw the Certificate of any Supplier:

- a) in any of the circumstances referred to in Regulation 4 and 5 (a) to (f) above; or,
- b) where the Supplier makes any unauthorised or improper use of the Certification Trade Mark or commits a breach of, or ceases to comply with, any of these Regulations;
- c) where the Supplier becomes bankrupt or makes any arrangement or composition with its creditors, or, being a Company, is dissolved or enters into liquidation whether compulsory or voluntary save for the purpose of amalgamation or reconstruction, or has a Receiver appointed of his business; or,
- d) where the Supplier informs FSRS that it no longer located in the premises in respect of which the Certificate was issued;



e) where the Supplier fails to pay, in full, costs or fees due to FSRS in the performance or provision of its services.

A Supplier may surrender a Certificate at any time by notice in writing to FSRS, and shall forthwith cease to use, print or otherwise reproduce the Certification Trade Marks.

On cancellation of a Certificate FSRS shall forthwith give to the Supplier notice in writing of such cancellation, and such cancellation shall be effective from the day following the despatch of such notice.

If FSRS shall cancel a Certificate, or upon the determination against the Supplier of an appeal with regard to such cancellation under Regulation 4 and 5, the Supplier shall return the Certificate and shall forthwith cease to use, print, or otherwise reproduce a Certification Trade Mark.

On the cancellation or surrender of a Certificate, Certified premises of a Supplier which are then unsold shall, if FSRS so require, be so treated as to erase or remove a Certification Trade Mark.

15 Appeals

A supplier may appeal to the Appeals Panel against any cancellation or refusal of a Certificate or Licence. Such appeal shall be initiated by notice in writing addressed to the Chief Executive served within fourteen clear days after the date of service of the notice cancelling or refusing a Certificate.

A meeting of the Appeals Panel shall be held within forty-five clear days after service of the notice of appeal and the Supplier shall be given at least seven clear days' notice of the time and place of such meeting.

The decision of the Chief Executive under Regulation 4 and 5 shall stand pending the decision of the Appeals Panel.

At the meeting of the Appeals Panel both the Supplier and the Chief Executive shall be entitled to be heard in confidence.

The decision of the majority of the Appeal Panel as declared by its Chairman shall be final and shall be conveyed to the supplier within five days of the hearing.

An Applicant or a Supplier respectively may also appeal by notice in writing addressed to the Chief Executive against any test results relating to Certifiable premises or Certified premises within fourteen clear days after the posting of the Test Report or the despatch of a facsimile thereof to the Applicant or the Supplier relating to the Certifiable premises or Certified premises as the case may be.

An appeal against any test results pursuant to Regulation 4 and 5 shall be determined by the Chief Executive, or, if he shall consider that there are exceptional circumstances warranting such a determination, by the Chief Executive and the Chairman of the Certification Committee jointly, within fourteen days of the receipt of the notice of appeal.

If the appeal is not satisfactorily concluded at this point, we will instruct an independent body to carry out the appeal. This may, but is not limited to, the use of The Advisory, Conciliation and Arbitration Service (ACAS) who are independent of FSRS.

There shall be no further appeal against a determination made pursuant to Regulation 4 and 5.

16 Alteration of regulations, rules and certification requirements

These Regulations, FSRS's rules and regulations for certification, and any associated rules agreed by the Board of Management may, from time to time, be altered but no such alterations shall affect the right of any Supplier to use the Certification Trade Mark unless, or until, three months' notice in writing of such alteration shall have been given to him by FSRS [See Note 3].

17 Delegation of Powers

The Board of Management may from time to time authorise amendments, deletions and additions to the list of Certifiable premises and Appropriate Standards and may delegate its powers or any of them to Committees, Sub-Committees or to the Chief Executive, and appoint and remove officers or representatives as it may deem necessary for any purpose under these Regulations.

18 Notices

Any notice under these Regulations shall be in writing and signed by or on behalf of the party giving it and may be served by leaving it or sending it by prepaid recorded delivery or registered post, in the case of FSRS or the Supplier, at or to its address for the time being (registered office where applicable).

Any notice so served by post shall (unless the contrary is proved) be deemed to have been served forty-eight hours from the time of posting. In proving such notice, it shall be sufficient to prove that notice was properly addressed and posted in accordance with this Regulation.

19 Governing Law

These Regulations shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

Notes:

1. Licence holders will be provided with notice of any changes to rules and regulations.
2. The Certification Trade Mark Regulations listed here are those applicable for the United Kingdom. Where the Trade Marks are registered elsewhere, such as the Republic of Ireland, different Regulations will apply. These can be found on the FSRS website.

3. Our Rules & Requirements

Every year the client shall ascribe to the following actions:

- Complete a fire risk assessment for that year

Fire Safety Rating Scheme (FSRS) Certification Trade Mark Regulations



- Significant issues from the fire risk assessment planned and budgeted for
- Staff shall be trained (where appropriate) in fire safety measure, including fire extinguishers
- All fire related equipment including fire extinguishers, alarms, doors, emergency lights and fixed wire tests (to name a few but not exhaustive) will be serviced and maintained against appropriate standards and guidance, with evidence available
- A record of safety checks will be completed as per the above
- Appropriate evacuation plans in place and rehearsed
- All fees are payable prior to joining the membership scheme.
- All certification shall be displayed publicly
- A review shall be completed annually
- Benefits of the scheme are discretionary and reliant on the accuracy of all information provided to us
- Premises where DSEAR is appropriate to be assessed



Appendix

FSRS Star Rating System



Does not meet government guidance or Law



Partially meets government guidance or Law



Meets the basic requirements of government guidance or Law



Meets basic Government guidance and law but also includes evidence of proactive activities, training, policies



Exceed government guidance or Law of fire safety tests, activities and policies.