

FIRE PROTECTION INSPECTION SCHEME

CODE OF CONDUCT AND COMPLAINTS PROCEDURE FOR CERTIFICATED FIRE STOPPING INSPECTORS

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SECTION 1 DEFINITIONS

The following expressions shall, unless the context otherwise requires, have the meanings respectively assigned to them, namely:-

“Appeals Panel” means the panel which is constituted by the Management Committee and convened to consider an appeal by a Certificated Fire Protection Inspector or a complainant.

“Certificated Fire Protection Inspector” means any individual holding the qualification Certificated Fire Protection Inspector as defined by Fire Protection Inspection Scheme

“Management Committee” means the management committee of Fire Protection Inspection Scheme

“Client” means the individual, partnership or company engaging the professional services of the Certificated Fire Protection Inspector.

“Code” means the Code of Conduct as set out herein.

“Complaint” means an expression of dissatisfaction about the conduct of a Certificated Fire Protection Inspector

“FIRE PROTECTION INSPECTION SCHEME Register of Inspectors” means the database held by Fire Protection Inspection Scheme of qualified Certificated Fire Protection Inspectors.

“Disciplinary Panel” means the panel constituted by the Management Committee and convened to consider complaints about the conduct of a Certificated Fire Protection Inspector. The panel will be responsible for the rulings and sanctions on disciplinary matters set out in Section 3 Disciplinary Procedures.

“Full disclosure” means the provision of all documents relevant to a complaint, in the legal sense of the term.

“Functions of Certificated Fire Protection Inspectors” is the role of a Certificated Fire Protection Inspector as defined by the Fire Protection Inspection Scheme.

“Certificated Fire Stopping Inspector” Is the term for those who achieve the requirements to become a Certificated Fire Stopping Inspector.

“Knowledgeable person” means any person appointed by the Management Committee who is knowledgeable about Fire Protections but not a member of the Management committee or a Certificated Fire Protection Inspector.

“Professional Consultant” means an individual who is recognised either professionally or otherwise to be an expert in the field for which he has been retained as a consultant

“Project” means the works for which a Certificated Fire Protection Inspector is engaged or is intended to be engaged by the Client.

“Qualifying Activities” mean seminars, courses, distance learning methods, technical reading, technical meetings or other such appropriate form of learning.

“Scheme” means The Fire Protection Inspection Scheme.

“Scheme Manager” means a senior administrator appointed by the Management Committee from time to time to whom complaints about Certificated Fire Protection Inspectors should be sent, and who will be responsible for maintaining the Fire Protection Inspection Schemes records and register of Certificated Fire Protection Inspectors, processing applications, and the assessment procedures.

“Review Panel” means the panel convened to advise the Scheme Manager in relation to a Complaint.

“Statement of Case” means a written pro-forma style report setting out the code breach to be produced by the Scheme Manager supported by the Review Panel, and to be circulated to all relevant parties by the Fire Protection Inspection Scheme Manager prior to the disciplinary Panel hearing.

SECTION 2 CODE OF CONDUCT

PREFACE

The Fire Protection Inspection Scheme is a training scheme which qualifies inspectors of passive fire protection by Independent Fire Inspections limited which is a company limited by guarantee.

Independent Fire Inspections Ltd, seek to promote best practice amongst those who manufacture, install, maintain and inspect passive fire protection. The aim is to gain the confidence of the industry, the market, national and local government and enforcement agencies, such as building control and the fire and rescue services, that the Fire Protection Inspection Scheme offers the best point of reference, and is the leading authority for Fire Protection Safety.

In order to achieve this, the Fire Protection Inspection Scheme requires its inspectors to display the highest levels of professionalism, integrity and business ethics in all their dealings with individuals and organisations with whom they come into contact while attending to matters relating to the Scheme.

The following Code has been drawn up by the Management Committee in support of its function to train and certificate Fire Protection Inspectors, and withdraw that status where appropriate. The Code sets out minimum standards to be kept by all Certificated Fire Protection Inspectors who are expected to observe the Code herein insofar as it applies. Certificated Fire Protection Inspectors in doubt as to their specific actions should refer to the Scheme Manager.

The Fire Protection Inspection Scheme does not accept any liability for any recommendations or information provided by an Fire Protection Inspection Scheme inspector to their client.

The Fire Protection Inspection Scheme has release the Fire Stopping Inspection Diploma which is the first of 4 diplomas which are stepping stones to becoming Certificated Inspectors in the the relevant discipline. Those who have completed the Fire Stopping Inspection Diploma and have been assessed by Independent Fire Inspections Ltd can achieve the status of Certificated Fire Stopping Inspector.

Those that have completed all the relevant diplomas can achieve the status of Certificated Fire Protection Inspector. For the purpose of the scheme rules we will use the term within the rules as Certificated Fire Protection Inspector when refereeing to any Certificated Member of the Scheme until such a time when more diplomas have been released.

2.1 COMPLIANCE WITH LEGISLATION

2.1.1 A Certificated Fire Protection Inspector has a legal duty to comply at all times with Health & Safety provisions, with Building Regulations and any other current statutes or statutory provisions which may apply to Fire Protections used in public or private buildings.

2.2 DUTY TO DISCHARGE RESPONSIBILITIES WITH INTEGRITY

2.2.1 Certificated Fire Protection Inspectors shall carry out their duties with due skill care and diligence and shall act with integrity in and for the interests of the Client for whom they act, maintaining confidentiality at all times, subject to the obligations under paragraph 2.1.1 above.

2.2.2. A Certificated Fire Protection Inspector shall act fairly, impartially and honestly at all times when dealing with clients, enforcement agencies and other inspectors. They should seek to continually improve standards and maintain the operational standards as set out by the Management Committee.

2.2.3 Fire Protection Inspection Scheme expects any agreement entered into by a Certificated Fire Protection Inspector for the provision of professional services to be evidenced in writing, and to define the terms for the provision of such services, including but not limited to, the allocation of responsibilities, the name of the company providing professional indemnity cover, any limitation of liability, and the level of remuneration. The Certificated Fire Protection Inspector shall honestly and fairly carry out any obligations under such agreement.

2.2.4 A Certificated Fire Protection Inspector shall not make payment of nor accept any trade commission, discount, allowance, indirect profit, inducement payment, perk or benefit in connection with any professional work undertaken.

2.2.5 A Certificated Fire Protection Inspector shall not give any notice or certificate which contains a statement that is known to be false or misleading; or recklessly give such a notice that is false or misleading. Any Certificated Fire Protection Inspector who gives any such certificate or notice may be in contravention of this Code of Conduct.

2.2.6 A Certificated Fire Protection Inspector shall not allow any other person to issue such notices or certificates on their behalf.

2.2.7 No Certificated Fire Protection Inspector shall act in such a way as to bring the Fire Protection Inspection Scheme into disrepute nor engage in any practice or activity that could be construed to be damaging to the scheme.

2.2.8 Should a Certificated Fire Protection Inspector represent a company with an interest in the sale, refurbishment or manufacture of Fire Protections or Fire Protection Components or receive commission on the sale of such items or services, this interest should be declared to the client and all advice given should remain impartial.

2.3. DUTY TO MAINTAIN PROFESSIONAL COMPETENCE

2.3.1 The Certificated Fire Protection Inspectors shall demonstrate to the reasonable satisfaction of Fire Protection Inspection Scheme that they maintain the levels of comprehensive knowledge, understanding, appreciation and awareness required to maintain a satisfactory level of professional competence.

2.3.2 If at any time the Certificated Fire Protection Inspector's certification status is withdrawn or expires for whatever reason, they should immediately cease inspection activities and not purport or claim in any way to be a Certificated Fire Protection Inspector.

2.4. DUTY TO WORK WITHIN THE SCOPE OF AVAILABLE COMPETENCE AND RESOURCES

2.4.1 A Certificated Fire Protection Inspector shall ensure, prior to entering into an agreement for the provision of professional services, that he has the necessary level of competence and experience.

2.4.2 Where a Certificated Fire Protection Inspector encounters situations arising from areas of work outside the competence of a Certificated Fire Protection Inspector, the services of a Professional Consultant may be called upon. The Certificated Fire Protection Inspector must satisfy himself that any Professional Consultant appointed has the necessary skills and competence to deal with the matter in hand. Any such appointment shall be subject to the provisions in paragraph 2.5 below

2.5 DUTY TO RETAIN RESPONSIBILITY FOR ANY SUB-CONTRACTED OR DELEGATED WORK

2.5.1 A Certificated Fire Protection Inspector shall not delegate or sub contract services unless it is to another Certificated Fire Protection Inspector. Any Certificated Fire Protection Inspector to whom work is delegated or subcontracted shall not have any Financial or Professional Interest in the Project.

2.5.2 A Certificated Fire Protection Inspector who sub-contracts or otherwise delegates work shall retain responsibility and liability

2.5.3 A Certificated Fire Protection Inspector shall ensure that whenever work is delegated or subcontracted, that such work is carried out in such a way that the Certificated Fire Protection Inspector would not be in breach of any duties under the Code.

2.6 DUTY NOT TO HOLD A POSITION WHICH CONFLICTS WITH PROFESSIONAL DUTY

2.6.1 Where a Certificated Fire Protection Inspector is unable to act by virtue of any Financial or Professional Interest in the Project, the Client should be informed and the Certificated Fire Protection Inspector should not enter into any agreement for the provision of Certificated Fire Protection Inspector services for the Project.

2.6.2 A Certificated Fire Protection Inspector who during the Project finds any such interest set out in paragraph 2.6.1 above has been established, shall immediately notify the Client of such interest, and cease to act.

2.6.3 If the interest referred to in paragraph 2.6.1 & 2.6.2 is removed the Client may instruct the same Certificated Fire Protection Inspector to resume acting on their behalf.

2.7 DUTY NOT TO ATTEMPT TO INJURE THE PROFESSIONAL REPUTATION OF ANOTHER CERTIFICATED FIRE PROTECTION INSPECTOR.

2.7.1 No attempt shall be made by a Certificated Fire Protection Inspector, whether maliciously or otherwise, to injure the professional reputation of another Certificated Fire Protection Inspector directly or indirectly. This shall include any attempt to discredit another Certificated Fire Protection Inspector, or mislead any potential Client with false or unfair information which, as a result, could damage the reputation of such Certificated Fire Protection Inspector.

2.8 DUTY NOT TO ATTEMPT TO SUPPLANT ANOTHER INSPECTOR

2.8.1 No Certificated Fire Protection Inspector shall, in respect of a Project, approach a Client, directly or indirectly, for whom another Certificated Fire Protection Inspector is known to be acting on that Project without first receiving the sanction of such Certificated Fire Protection

Inspector, and shall not in any way attempt to deprive such Certificated Fire Protection Inspector of any emoluments in respect of work for which the Certificated Fire Protection Inspector may already be retained, employed or engaged by such Client.

2.9 DUTIES OF AN INSPECTOR REGARDING THE TRANSFER OF RESPONSIBILITIES

2.9.1 A Certificated Fire Protection Inspector, on being approached to undertake work upon which another Certificated Fire Protection Inspector has already been engaged shall notify the fact to such Certificated Fire Protection Inspector and shall not undertake any engagement or issue a new initial notice until such notification has been given.

2.10 DUTIES OF AN INSPECTOR TO RESPECT THE INTELLECTUAL PROPERTY OF THE SCHEME

2.10.1 A Certificated Fire Protection Inspector will respect all matters of intellectual property in whatever form or howsoever arising which belongs to the Scheme and will refrain from using such information or passing on such information without express written authority from the Scheme Manager.

2.10.2 The Certificated Fire Protection Inspector will observe at all times the corporate identity guidelines of the Scheme and only use logos or other Scheme marketing material when expressly permitted as part of their Certificated status.

2.11 CERTIFICATED INSURANCE SCHEMES

2.11.1 A Certificated Fire Protection Inspector must have an appropriate level of Professional Indemnity insurance held with a reputable insurance company together with appropriate public and employers liability cover. If the Certificated Fire Protection Inspector works for a company then the insurances provided by the employer should be sufficient for the inspection of passive fire protection.

2.11.2 A Certificated Fire Protection Inspector should include the name of the company providing the insurance cover in the agreement entered into with the Client for the provision of professional services, as referred to in paragraph 2.2.3.

2.12 RECORDING OF DATA FOLLOWING AN INSPECTION

2.12.1 A Certificated Fire Protection Inspector is responsible immediately following an inspection to accurately and diligently submit the information relating to the site and passive fire inspected as required by the Scheme. This information must be entered into the Scheme's database. A Certificated Fire Protection Inspector must update the data when they become aware of a change to the status of the Fire Protection at the inspected site after any subsequent inspection. A failure to record inspection data may be regarded as a breach of the Code of Conduct.

2.12.2 A Certificated Fire Protection Inspector will co-operate at all times with the Scheme in all matters from surveillance and audit for the purpose of ongoing accreditation, to dispute resolution.

2.12.3 Client confidentiality must be respected at all times. A Certificated Fire Protection Inspector is expected to maintain confidentiality in all matters pertaining to an inspection or with respect to detail shared or obtained via the Fire Protection Inspection Scheme.

2.12.4 A Certificated Fire Protection Inspector should comply at all times with the Terms and Conditions of the Scheme (available from www.fireinspections.co.uk)

2.13 PROTECTION OF DATA

2.13.1 The Certificated Fire Protection Inspector is fully responsible for the security of all data collected from the site. In the event of any data being found insecure, or released prior to entry on to the Scheme's database, or released from the Scheme's database without authority, the Certificated Fire Protection Inspector will, if proven, be considered culpable and may be regarded as acting in breach of the Code of Conduct.

SECTION 3 DISCIPLINARY PROCEDURES

These disciplinary procedures shall apply to all Certificated Fire Protection Inspectors and may be changed by the Management Committee at its absolute discretion at any time. Such changes shall be notified by the Management Committee to all Certificated Fire Protection Inspectors and shall come into effect immediately and apply upon engagement for a new Project.

The Management Committee may take such reasonable action as it deems fit, for any breach or alleged breach of the Code or Conduct and any decision by the Management Committee in relation to such disciplinary action shall be binding, subject to appeal.

The disciplinary powers of the Management Committee shall be exercised by the Scheme Manager, the Disciplinary Panel and the Appeals Panel, each respectively appointed and separately composed and acting according to the disciplinary procedures set out herein.

The burden of proof lies with the Certificated Fire Protection Inspector (when elevated to the Disciplinary Panel) to demonstrate that the allegations are not correct.

Legal action involving a Certificated Fire Protection Inspector or a complainant precludes the Management Committee disciplinary procedures being progressed until that legal action has been concluded.

The Scheme Manager

3.1 Written complaints (which accord with the definition of a Complaint) about the conduct of a Certificated Fire Protection Inspector will be dealt with in the first instance by the Scheme Manager. Before processing a Complaint the Scheme Manager will ascertain that the Certificated Fire Protection Inspector's own complaints procedure has been exhausted by the complainant, who remains dissatisfied.

3.2 The Scheme Manager will, on receipt of a written Complaint, notify the Certificated Fire Protection Inspector concerned within 5 working days of the receipt of that Complaint and shall specify its nature, any available details, and the processes to be initially followed by the Review Panel before being escalated to the Disciplinary Panel (if appropriate) in dealing with the Complaint.

3.3 The Certificated Fire Protection Inspector shall have 30 working days from receipt of the notification under paragraph 3.2 to send any written statement or evidence to the Scheme Manager, and such statement or evidence shall be considered by the Scheme Manager in deciding whether the complaint is founded.

Review Panel

3.4 The Scheme Manager will within a recommended 60 working days from receipt of the notification under paragraph 3.2 make whatever investigations are deemed necessary to establish the validity of the complaint. The Scheme Manager may convene a Review Panel to assist with such investigations, define the complaint and advise on appropriate action.

3.5 If such investigations establish that the complaint is insubstantial or unfounded then the Scheme Manager shall notify the Certificated Fire Protection Inspector and the complainant, within a recommended 5 working days of the decision that no further action will be taken and no further correspondence or communication from either party will be considered.

3.6 If the Review Panel advises the Scheme Manager that the Complaint has merit, but does not warrant a disciplinary hearing, the Review Panel may propose to the Scheme Manager that the Certificated Fire Protection Inspector be summoned to an interview with the Review Panel to hear their views on the case and for the Certificated Fire Protection Inspector to make a response and if appropriate, to be admonished.

3.7 The Review Panel shall comprise any three members drawn from the Fire Protection Inspection Scheme Management committee or its suitably qualified Members. None of the members of the Review Panel shall have any personal, professional or financial interest with the Certificated Fire Protection Inspector, the claimant, or the Project. If the Review Panel considers that the complaint is valid and is sufficiently serious to be referred to the Disciplinary Panel, the Review Panel will assist the Scheme Manager in preparing a Statement of Case for the Disciplinary Panel. The Statement of Case shall specify the alleged breach or breaches of the Code of Conduct and be communicated to the Certificated Fire Protection Inspector. An update will be provided by the Scheme Manager to the Complainant.

Disciplinary Panel

3.8 If the Review Panel considers that the complaint is valid or there have been an unacceptable number of minor complaints, the Scheme Manager shall form a Disciplinary Panel to consider the complaint. The Disciplinary Panel shall be selected without bias by the Scheme Manager in accordance with paragraph 3.9 below, within a recommended 5 working days of the decision that the Complaint should be referred to the Disciplinary Panel.

3.9 The Disciplinary Panel shall be comprised as follows:

- members from the Management Committee.
- suitably qualified members of the Fire Protection Inspection Scheme.
- the Scheme Manager

All members shall vote, and any decision shall be made on the basis of a simple majority.

None of the members of the Disciplinary Panel shall have any personal, professional or financial interest with the Certificated Fire Protection Inspector or the Project.

3.10 Notification that the Disciplinary Panel is to consider the Complaint shall be given in writing to the Certificated Fire Protection Inspector by the Scheme Manager within a recommended 5 working days of the selection of the Disciplinary Panel. The notification will include the composition of the Disciplinary Panel and the date and venue of the hearing, which is to be no sooner than 20 working days after the date of notification but no later than 3 calendar months after such date.

The Certificated Fire Protection Inspector will be entitled to be accompanied by a person of his choice to act as a witness. The Certificated Inspector shall have 10 working days from receipt of the notification to submit any further statement and/or evidence that the allegations are not correct.

The Scheme Manager shall also notify the complainant that a disciplinary hearing is to take place and shall advise both parties that full disclosure will be required, to be provided within 10 working days of the notification from the Scheme Manager. The complainant may not attend the disciplinary hearing.

3.11 The Disciplinary Panel may, at its absolute discretion, after consideration of the Certificated Fire Protection Inspector's further statement and/or evidence, or at any time during the process, decide that the Complaint is unfounded, and rule that the allegation be dismissed. The Disciplinary Panel may call for further evidence from the parties. If so, the Scheme Manager may postpone the hearing.

3.12 If the Certificated Fire Protection Inspector has due cause for not being able to attend the hearing, a written request may be made within 10 working days of receipt of the notification to the Scheme Manager for a different date to be given for the hearing.

The Scheme Manager shall consider the Certificated Fire Protection Inspector's reasons, and make a fair decision within a recommended 5 working days of receipt of the request as to whether to change the date of the hearing. Notice of such decision, including the amended date, where relevant, shall be sent to the Certificated Inspector in writing, within 5 working days of such decision. Such amended date shall be at the discretion of the Scheme Manager but in any event shall not be later than 3 calendar months from the date of notification referred to in paragraph 3.10.

3.13 If the Certificated Fire Protection Inspector is unable to attend a second hearing date, written evidence may be submitted setting out the exceptional circumstances for not attending. The Scheme Manager shall consider the Certificated Fire Protection Inspector's submission and shall decide within a recommended 5 working days of receipt of such evidence if the reasons are serious or not.

If the Scheme Manager decides that the Certificated Fire Protection Inspector's reasons are serious, the Scheme Manager may grant a third and final hearing date not later than 3 calendar months from the date of notification referred to in paragraph 3.10. If the Scheme Manager decides that the Certificated Fire Protection Inspector's reasons are not serious the request will not be accepted and the second hearing date will be conducted without the appearance of the Certificated Fire Protection Inspector.

Notice of the decision made by the Scheme Manager shall be sent to the Certificated Fire Protection Inspector, within a recommended 5 working days of such decision.

3.14 Failure by a Certificated Fire Protection Inspector to attend a hearing, without due cause, will result in the Disciplinary Panel convening for consideration of the Complaint in the absence of the Certificated Fire Protection Inspector.

3.15 The Certificated Fire Protection Inspector may be accompanied at the hearing and represented at the hearing by a representative, to present any existing and relevant evidence which has previously been submitted to the Disciplinary Panel.

3.16 The decision of the Disciplinary Panel, in respect of a Complaint will be notified to the Certificated Fire Protection Inspector and the complainant, within 5 working days of the hearing. The decision may contain any of the sanctions set out in section 4 of the Code. The notification will explain the reasons for the decision, the Certificated Fire Protection Inspector's rights of appeal, to whom an appeal should be addressed, and the time limit of 10 working days' for such an appeal to be made.

Appeals Panel

3.17 Appeals will be considered by an Appeals Panel which shall be selected by the Scheme Manager within a recommended 10 working days of receipt of a request for an appeal. The composition of the Appeals panel will be as follows:

- members from the Management Committee.
- suitably qualified members of the Fire Protection Inspection Scheme.
- the Scheme Manager

Apart from the Scheme Manager, none of the members of the Appeals Panel shall have been members of the Review Panel or the Disciplinary Panel, and they shall not have any personal, professional or financial interest with the Certificated Fire Protection Inspector, the claimant, or the Project.

3.18 The procedure in paragraphs 3.10, 3.11, 3.12, 3.13, 3.14 and 3.15 shall also apply in relation to the Appeals Panel.

3.19 If the Appeals Panel finds there has been any defect in earlier stages of the Disciplinary Procedure, the Appeals Panel may use the appeals procedure to remedy such defect. Such earlier defects may be remedied by the Appeals Panel including conducting a complete rehearing of the case so that all the evidence is considered afresh.

3.20 Written notification of any decision made by the Appeals Panel, setting out details of the reasons for such decision, and any sanction to be imposed, shall be sent to the Certificated Fire Protection Inspector and the complainant within 5 working days of such decision.

Application for Re-Approval

3.21 A Certificated Fire Protection Inspector who has had approval withdrawn, pursuant to a substantiated Complaint, will be eligible to apply for re-approval on the expiry of the period specified in the Disciplinary Panel's or Appeals Panel's notification of decision referred to in paragraph 3.16 or paragraph 3.20 as the case may be. The method and procedure for gaining re-approval will be advised as appropriate by the Scheme Manager on receipt of a written application. An appropriate fee may be charged.

Service of Notifications

3.22 Any notification under the Disciplinary Procedures shall be sent by recorded delivery or registered post to the individual Certificated Fire Protection Inspector concerned.

3.23 Where, in the Disciplinary Procedures, reference is made to a period measured in days, those days are to be taken as working days and no account is to be taken in calculating that period, of a Saturday, Sunday, Christmas Day, Good Friday or public holidays

SECTION 4 SANCTIONS

4.1 The sanctions available to the Scheme Manager, based upon recommendations from the Review Panel or Disciplinary Panel or Appeals Panel in dealing with complaints against Certificated Fire Protection Inspectors are as follows:

4.1.1 Decision Available Action

Complaint dismissed - No Action
Admonishment - Verbal warning and recorded on file
Breach – Complaint upheld

1 Serious breach - Reprimand in writing and recorded on file

2 Unacceptable breach or an unacceptable number of minor breaches - Withdrawal of approval and removal from Register for a period to be determined by the Disciplinary or Appeals Panels.

4.1.2 The Scheme Manager, in notifying the outcome will set out the nature of the breach in the letter to the Certificated Fire Protection Inspector, and the likely outcome of further breaches.

4.1.3 For a sanction involving withdrawal of approval the Disciplinary Panel or Appeals Panel will specify the period of withdrawal of approval after which re-admission may be deemed appropriate in which case a fee may be payable.

4.1.4 If approval is withdrawn, the Inspector will not be entitled to any refund on training or materials purchased.

4.1.5 Once a period of withdrawal is complete, the inspector will be required to undergo a re-assessment at the standard re-assessment price

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