

# FIA TAP Scheme

## Terms and Conditions

### 1. Information about us and our service

1. FIA Technical Audit Portal Competence Scheme (“FIA TAP”) is a digital service that facilitates the displaying of relevant competence achievements by individuals (“the Service”). The Service is accessible via the [iD123](#) mobile application. The Service is provided by Fire Industry Association Ltd (FIA) (“we”, “us” or “our”). We are registered in England and Wales under company number 5989140 and have our registered office at Fire Industry Association Ltd, Tudor House, Kingsway Business Park, Oldfield Rd, Hampton, Middlesex, TW12 2HD.
2. The service is designed to display training, qualification, and related records of competence for individuals responsible for fire and life safety, and to provide relevant information to the individual via notifications.

### 2. Subscribers

1. Those who use this Service are Subscribers, and we refer to “you” and “your” in these Terms in your capacity as a Subscriber. Subscribers are the individuals that upload their personal information onto the application.

### 3. Users

1. In these Terms, Users are those who are given some form of access to the Service by us. Users can be individuals such as (but not limited to) fire safety advisers, risk assessors, insurers, fire and rescue services, building, property and premises owners, building occupants and tenants, fire safety organisations, manufacturers and providers of products and services, service and subcontracting organisations or individuals and businesses and authorised third parties all of which, to the extent they use this Service to check the credentials of the subscribers, will collectively constitute “Users”.

### 4. Information about these terms

1. These terms and conditions (“Terms”) govern the provision of the Service by us. Please read these Terms carefully as you must accept them when signing up or using the Service. If you do not accept and abide by these Terms, you may not use the Service. If you continue to use the Service, then you are deemed to have accepted these Terms.
2. We may change these Terms at any time by amending this document. We may notify you by email if significant changes are made, but please check this document from time to time as any changes will be binding on you if you continue to use the Service.

### 5. Other terms that may apply to you

1. There may be other terms that apply when you or the Users use the Service. In particular, please note that our Privacy Policy (found at <https://www.fia.uk.com/about-us/privacy-policy.html>) applies to certain information that you and the Users provide to us.

## 6. Changes to the Service

1. The Service is provided on an 'as is' basis. We may update the Service from time to time and may change any of the content that is uploaded by us or our partners at any time. However, we are under no obligation to update the Service and we do not guarantee that the Service, or any content on it, will be free from errors or omissions.
2. We may modify, suspend or discontinue the Service with or without notice at any time and without any liability to you or the Users.

## 7. Availability of the Service

1. By using the Service, you acknowledge that the Service is provided on an "as is" and "as available" basis. We do not guarantee that the Service, or any content or data in it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Services at any time. We will try to give you reasonable notice of any suspension or withdrawal. We do not accept any responsibility for your or any Users' compliance or non-compliance with UK fire and safety legislation, or any other legislation, code of practice, guidance or best practice, and you should ensure that you have appropriate back up measures should the Service be unavailable or cease.

## 8. Your location

1. The Service is currently intended for use by persons located within the UK. If you or your Users attempt to access the Service outside the UK, we cannot guarantee that the Service will be available in your country.

## 9. Intellectual property rights and your content and data

1. We own all rights, title and interest in and to the Service, subject to any rights of licensed 3rd party software, including without limitation all intellectual property rights in the Service and all associated software. These rights are protected by international intellectual property laws. You retain the intellectual property rights in any data and content that you upload, and you grant us a perpetual, non-exclusive, worldwide licence to use such content for the purposes of providing the Service. You also grant us a perpetual right for us to use the data and content that you upload for us to carry out and publish statistical analysis, market trends and general research and publicity. We will keep this data and content anonymous unless otherwise agreed with you, or where required to supply data integrity. We may also at some point use your data in order to offer you relevant products and services which we feel may be of interest to you and your organisation and will do this in compliance with our Privacy Policy at <https://www.fia.uk.com/about-us/privacy-policy.html>.
2. We will use industry standard, reasonable and appropriate security measures to seek to secure your data and content held by the Service but we make no warranty or representation that the Services are secure. You acknowledge that the Service is 'as-is' and 'as-available' depending on the Subscriber or User's own device and internet connection. You also acknowledge that the internet in general is neither secure nor free from harmful material and that information transmitted across it may be intercepted.

## 10. Third party links

1. The Service may include links to other sites and resources provided by third parties. These are provided for your information only and should not be interpreted as approval or endorsement by us of those linked websites or information you may obtain from them.
2. We have no control over the content of any third-party sites or resources to which we link. Such sites and resources will have their own terms and conditions and you should make sure you review these before you use those sites.

## 11. Your use of the Service

1. You warrant that you have all necessary right, power and authority to enter into these Terms and to perform the obligations set out herein.
2. You must use this Service in compliance with all applicable laws, rules and regulations and in accordance with these Terms. You shall not to use the Service for any unlawful, fraudulent or inappropriate purpose.
3. If you upload data to the Service, you must ensure that it is accurate and up to date.
4. We reserve the right to remove any data you upload to the Service if, in our opinion, that data is not accurate or up to date.

## 12. Termination and cancellation

1. Subscribers may cancel the use of the Service at any time by providing notice to us at [TAP@fia.uk.com](mailto:TAP@fia.uk.com). We undertake to remove all of your data within 25 working days.
2. We reserve the right to terminate the Service, or suspend or terminate your access to the Service, at any time and for any reason. We will notify you via email of any such termination, suspension or cancellation, which shall be effective immediately upon delivery of the email.

## 13. Indemnification

1. You will indemnify us and our subsidiaries, affiliates, officers, agents and employees against any third-party claim arising out of or connected with your and the Users' use of the Service.

## 14. Limitation of liability

1. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or regarding your or the Users' use of, or inability to use, the Service or your or the Users' use of or reliance on any content in the Service.
2. In particular, we will not be liable for loss of profits, sales, business or revenue; business interruption; loss of anticipated savings; loss or corruption of data, loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.