

Terms of Service

KOMPART Passive Fire Compliance Platform

1. DEFINITIONS

"KOMPART" means KOMPART LTD, Company No. 17122960.

"Platform" means the KOMPART software application and web portal.

"Client" means the organisation subscribing to the Platform.

"Services" means the provision of the Platform for passive fire compliance record-keeping.

2. NATURE OF SERVICE

2.1 KOMPART is a record-keeping and compliance management platform for passive fire protection.

2.2 KOMPART does NOT provide fire safety consultancy, advice, or professional fire safety services.

2.3 The Platform facilitates the recording, storage, and reporting of inspection data. It does not assess, verify, or guarantee the accuracy of data entered by users.

2.4 The Client remains solely responsible for ensuring compliance with all applicable fire safety legislation, including but not limited to the Regulatory Reform (Fire Safety) Order 2005 and the Building Safety Act 2022.

3. SUBSCRIPTION AND PAYMENT

3.1 The Client agrees to pay the subscription fee applicable to their chosen tier.

3.2 Subscriptions are billed monthly or annually in advance.

3.3 KOMPART reserves the right to adjust pricing with 90 days' written notice.

4. DATA OWNERSHIP

4.1 All data entered into the Platform by the Client, its employees, or its contractors remains the property of the Client.

4.2 KOMPART has no ownership claim over Client data.

4.3 KOMPART may use anonymised, aggregated data for statistical analysis, benchmarking, and product improvement, provided no individual Client, building, or person can be identified.

5. DATA RETENTION

5.1 Inspection records are retained for a minimum of 7 years in accordance with the Regulatory Reform (Fire Safety) Order 2005.

5.2 Records relating to higher-risk buildings (as defined by the Building Safety Act 2022) are retained for the lifetime of the building.

5.3 Upon subscription termination, the Client has a 90-day window to export all data.

5.4 KOMPART will not delete data required for legal compliance during the retention period, even upon Client request.

6. LIMITATION OF LIABILITY

6.1 KOMPART's total aggregate liability under this agreement shall not exceed the total fees paid by the Client in the 12 months preceding the claim.

6.2 KOMPART shall not be liable for:

- (a) Any indirect, consequential, or incidental loss
- (b) Loss of profit, revenue, or anticipated savings
- (c) Loss arising from fire safety defects identified but not remediated by the Client or its contractors
- (d) Any enforcement action, prosecution, or penalty imposed on the Client
- (e) The accuracy or completeness of data entered by the Client's users

6.3 Nothing in this agreement excludes or limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

7. PROFESSIONAL INDEMNITY INSURANCE

7.1 KOMPART maintains professional indemnity insurance with a minimum coverage of £1,000,000 per claim.

7.2 Evidence of current PI insurance will be provided upon request.

8. CLIENT OBLIGATIONS

8.1 The Client shall:

- (a) Ensure all users are appropriately trained
- (b) Ensure data entered is accurate and complete
- (c) Act on defects identified through the Platform in accordance with applicable legislation
- (d) Maintain appropriate access controls for their organisation's account
- (e) Not attempt to access data belonging to other organisations

9. INTELLECTUAL PROPERTY

9.1 The Platform, including all software, design, and documentation, is the intellectual property of KOMPART LTD.

9.2 The Client is granted a non-exclusive, non-transferable licence to use the Platform for the duration of the subscription.

10. TERMINATION

10.1 Either party may terminate with 30 days' written notice.

10.2 KOMPART may terminate immediately if the Client breaches these terms.

10.3 Upon termination, clause 5 (Data Retention) continues to apply.

11. GOVERNING LAW

11.1 This agreement is governed by the laws of England and Wales.

11.2 The courts of England and Wales shall have exclusive jurisdiction.

KOMPART LTD

Company No. 17122960

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