

FM Doctor.

Terms of Business

Version: v1.5

“FM Doctor” means Craig Bromyard, trading as FM Doctor. FM Doctor may be referred to as “FMD” in these Terms.

1. About Us

FM Doctor (“we”, “us”, “our”) provides advisory, consultancy, and document-based services relating to Facilities Management, Health & Safety, digital improvement, and AI readiness (“Services”).

All Services are provided on an advice-only and non-certifying basis unless expressly agreed otherwise in writing.

2. Scope of Services

The scope of the Services shall be defined in a written proposal, order form, or Statement of Work (“SoW”).

Services may include advisory support, workshops, documentation, templates, and risk assessments. Unless expressly stated otherwise, Services do not constitute legal advice, engineering design, statutory inspection, or compliance certification.

Any risk assessments provided are indicative only and are not a substitute for site-specific assessment by a competent person. The Client remains responsible for implementation and compliance.

3. Client Obligations

The Client shall:

- provide accurate, complete, and timely information;
- warrant that it has the right to provide any data supplied; and
- review Deliverables promptly.

Deliverables shall be deemed accepted if no issues are raised in writing within 10 business days of delivery, unless a different acceptance period is stated in the applicable SoW.

4. Fees and Payment

Fees are as agreed in writing.

Invoices are payable within 14 days of issue unless otherwise stated.

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5. Intellectual Property

All intellectual property and proprietary rights in FM Doctor's pre-existing materials, templates, methodologies, tools, slide decks, frameworks, and know-how ("Background IP") remain the property of FM Doctor.

Subject to full payment, the Client is granted a non-exclusive, non-transferable licence to use the Deliverables internally for its own business purposes. The Client may share Deliverables with its staff and contractors solely as reasonably necessary for internal implementation, provided confidentiality is maintained.

The Client shall not publish, resell, sublicense, distribute, or make available the Deliverables (or any Background IP embedded within them) to third parties without FM Doctor's prior written consent.

Nothing in these Terms restricts FM Doctor's right to use general skills, experience, and know-how acquired during the provision of the Services, provided that no Client Confidential Information is disclosed.

6. Confidentiality

Each party shall keep confidential all non-public information received from the other party and shall not disclose it except where required by law or permitted under these Terms.

Confidentiality obligations survive termination of the Services.

7. Data Protection

Both parties shall comply with applicable data protection legislation, including UK GDPR and the Data Protection Act 2018.

FM Doctor acts as a Data Controller for personal data processed for its own business administration and compliance purposes. Where FM Doctor processes personal data provided by the Client solely for the purpose of delivering the Services and in accordance with the Client's instructions, FM Doctor acts as a Data Processor, and the Client acts as Data Controller.

The Client shall not provide special-category personal data unless expressly agreed in writing.

8. Limitation of Liability

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

FM Doctor shall not be liable for any indirect or consequential loss, including loss of profit, business, opportunity, or goodwill.

Subject to the above, FM Doctor's total aggregate liability arising out of or in connection with the Services (whether in contract, tort, negligence, breach of statutory duty, or otherwise) shall be limited to the lower of:

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- (a) the total fees paid under the applicable SoW; and
- (b) £25,000.

All Services and risk assessments are provided on an advice-only, non-certifying basis.

9. Notification of Claims

The Client shall notify FM Doctor in writing of any claim or potential claim arising out of or in connection with the Services within twelve (12) months of completion of the relevant Services.

This clause does not extend or increase FM Doctor's liability, which remains subject to the limitation of liability set out in these Terms.

10. Reliance and Use

Deliverables are prepared solely for the Client's internal use. No third party may rely on them without FM Doctor's prior written consent.

11. Change Control

Any work outside the agreed scope must be agreed in writing and may be subject to additional fees.

12. Suspension or Withdrawal of Services

FM Doctor may suspend or withdraw from providing the Services, in whole or in part, where:

- (a) continuing would require FM Doctor to act unlawfully, unethically, or outside its professional competence;
- (b) information provided by the Client is materially incomplete, inaccurate, or misleading;
- (c) the Client fails to meet payment or cooperation obligations;
- (d) illness, incapacity, or circumstances beyond FM Doctor's reasonable control materially affect delivery; or
- (e) continuing the Services would present an unacceptable data protection, security, or safety risk.

Where reasonably practicable, FM Doctor will give written notice and seek to agree revised arrangements. Where Services are withdrawn, the Client shall pay for Services performed up to the date of suspension or withdrawal, and any prepaid fees for undelivered Services shall be refunded.

13. Termination

Either party may terminate the Services for material breach where the breach is not remedied within 14 days of written notice.

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Termination does not affect accrued rights, payment obligations for work performed, or clauses intended to survive termination.

13. Force Majeure

Neither party shall be liable for failure or delay caused by events beyond its reasonable control.

14. Governing Law

These Terms are governed by and construed in accordance with the laws of England and Wales.

15. Entire Agreement and Order of Precedence

These Terms constitute the entire agreement between the parties in relation to the Services.

In the event of conflict, the order of precedence shall be:

1. the applicable Statement of Work;
2. these Terms of Business;
3. any written proposal;
4. other written communications.

16. Acceptance of Services

These Terms shall be deemed accepted upon the earlier of:

- written acceptance by the Client;
- commencement of the Services; or
- the acceptance period stated in the applicable SoW.

Where no acceptance period is stated in the SoW, acceptance shall be deemed after 10 business days.