

TECHNICAL PAPER TD310501 HINGED DOOR SPECIFICATIONS - A DUTY OF CARE.

Historically, the responsibility for the correct performance of any item was left fairly and squarely in the hands of the person raising the specification.

The specifier could then pass this specification to a buyer who became responsible for ensuring that the purchased item complied with the specification.

The buyer would issue the specification and quotes would be obtained on that basis. The responsibility was transferred to the supplier, who had to ensure that he produced the item in accordance with the specification.

It was feasible for an unscrupulous supplier to sell a product which was totally unsuitable for the application, purely because he was ".only selling the client what the client had asked for..".

This is no longer a legal 'get-out'. If it can be proved that an item is knowingly sold, which does not comply with a mandatory safety requirement, the vendor becomes personally liable.

We all have a 'duty of care' to ensure that we offer products of adequate quality to suit the performance and functional requirements of the specification, in addition to meeting the mandatory requirements.

Examples

- 1). If a client asks for a fire-rated doorset with a latch or a sash lock, you have a 'duty of care' to inform him that he will require a suitable fire-rated closer to comply with British Standards and Building Regulations, as closers are mandatory items on fire-rated doors which are not deadlocked.
- 2). If he decides to provide his own fire-rated closer, you need to inform him that the closer must have the required performance ***when tested on a door of the same type as the door being supplied***, and he would need to have a copy of the relevant test/assessment report.
- 3). You should inform him that "Fire Door Keep Shut" or "Fire Door Keep Locked" signs are mandatory items and must be fitted on both sides of fire doors, with the exception of service ducts/ cupboards which only require signs on the outside). Signs are not always part of the door contract, but as long as he is aware of the legal requirement, you have fulfilled your 'duty of care' and it is an opportunity to increase your sale.
- 4). You have a 'duty of care' to inform him that he will become responsible for the performance of the door if he intends to fit the fire door into an unsuitable opening construction, or with items of untested "free issue" hardware, etc.
- 5). If a client asks for an escape door with a panic device but also specifies an additional deadlock for security, you have a 'duty of care' to inform him that if he fits the additional deadlock he will contravene the safe escape regulation and he may be liable to prosecution in the event of failure to escape in an emergency.

Today, with so many legal potholes, everyone is looking for someone else to blame if a purchased item does not live up to expectations. If you add the possibility that the item may fail in use, causing injury, or worse still, fail to provide a prime safety function, the legal implications can be horrendous.

We all have a 'duty of care' to provide information which is accurate and products which will conform to the relevant standards, including any mandatory safety requirements.

You should not knowingly give false or misleading information, and you should always handle projects to the best of your knowledge and ability, within the scope of supply. This is of prime importance when dealing with life safety products, such as doors to escape routes, emergency exits, fire-resisting doors, etc.

If you are not sure of a specification, we will assist in providing technical advice and if necessary, we can advise your client on your behalf, to form an accurate and workable specification.

If required, we can provide Certificates of Conformity for our fire-rated doors, which can include all items of hardware fitted to the door, the method of fixing and advice on the suitability of the structure into which the door is fitted.

Omega Technical Department