



# Building Control Services Quotation

at

91 Gorefield Road Leverington Wisbech Cambridgeshire PE13

5AT

for

Hadi Kaiser

This document includes key information regarding your duties and our services.  
you should take the time to read this document and ensure you fully understand your  
duties.

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## Introduction

Thank you for inviting Building consents limited to provide a fee proposals for your project.

Building work is controlled by acts of parliament and their allied regulations. To ensure you are fully aware of your duties important information is provided in the fee proposal to assist you understand your obligations, the building control process and what our service includes

Building Consents Limited is an RBCA (Registered Building Control Approver) regulated by the Building Safety Regulator to provide building control regulatory services in England and Wales.

Our registration is valid from 06 April 2024 until 05 April 2029, and the work that we are registered to undertake is:

All building control work including continuing to deliver the building control function for higher-risk building work under:

- Regulation 46 of The Building (Registered Building Control Approvers etc.) (England) Regulations 2024.
- Regulation 3 of the Building Safety Act 2022 (Commencement No. 4, Transitional and Saving Provisions) (Wales) Regulations 2024

We are committed to maintaining a high-quality service, using professionally trained, qualified and registered surveyors for all regulated functions of building control.

It is the responsibility of those carrying out the work to ensure that they meet the requirements of the regulations, as an RBCA (Registered Building Control Approver) our role is to check that these requirements are met, we do not provide quality control or monitoring of the construction process, address non-regulation matters such as finish and aesthetics, offer contractual protection, or guarantee compliance with the Building Regulations. Our appointment does not remove the obligation of the person carrying out the work to achieve compliance.

It is not our role to:

- Assist or provide advice on the design.
- Provide quality control of the works.
- Provide a 'clerk of works' service monitoring every stage of the construction process.
- Provide a service to address issues such as the finish and aesthetics of the works where these are not Building Regulation matters.
- Provide a service to offer contractual protection between the person carrying out the work and the parties engaged in the design and/or construction of such work.
- Provide a guarantee of compliance with the Building Regulations.

## Duties set by the Building Regulations

The regulations set out duty holder roles for persons and organisations who undertake any building work to which the building regulations apply, these are:

- Client
- Principal Designer
- Designers
- Principal Contractor
- Contractors

The roles are modelled on those within CDM regulations and are already embedded in the construction industry. However, these duty holder roles now extend beyond Health and Safety and

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into Building Regulation compliance as well as setting out roles and responsibilities that also cover residential domestic building projects.

Identifying where you fit:

- A Client is a person for whom the project is carried out
- A Domestic Client is the same as the Client, but not for the furtherance of a business activity
- A Principal Designer is the Designer appointed under Reg 11D – is usually the lead designer
- A Principal Contractor is the builder appointed under Reg 11D – is usually the lead contractor
- A Designer is any person (including a client, builder or anyone else) who carries out, arranges for or instructs design
- A Contractor is any person (including a Client (but not a domestic client) who carries out, manages or controls work

Note: All duty holders must share information with anyone who might be affected within the Client, Designer and Contractor chain.

Client

Your duties and responsibilities include but are not limited to the following at Building Regulation application stage;

- Ensure suitable arrangements exist to plan, manage and monitor the building work to ensure compliance with the Building Regulations throughout the life of the project.
- Take all reasonable steps to ensure any designers or contractors appointed are competent to carry out the work for which they are appointed. In practice, this means appointing the right people (with the right competencies) for the work.
- Notify Building Consents when you appoint a Principal Designer and Principal Contractor with the following information;
- Name, address, telephone number and email of these parties.
- Details of any change in the duty holders and the dates of their appointment.
- A signed statement of authority that the information is, to the best of your knowledge, correct.
- Confirm your intended start date and ensure that we are able to submit an initial notice at least 5 days before works are due to start.
- The date and description of 'commencement' or meaningful start will be required at application stage. For new buildings and extensions this would usually be the date at which the foundations and ground floor structure is complete or for other works a date and description of a point where 15% of the work is due to be complete.
- The client and design team must submit a design that they are confident complies with the building regulations. Limited or speculative design information could give rise to Building Control Bodies questioning the competence of designers.

During the Construction Stage;

- Any changes to the duty holder roles must be notified to Building Consents to inform us of the changes and any new contact details.
- Building Consents will inspect the works at certain stages and you must notify us in advance of these stages in order to allow us to inspect the works.
- Regular monitoring of works to ensure compliance with the Building Regulations, maintaining adherence to designs, and checking the quality and performance of materials is the responsibility of duty holders. Independent checks should be considered during the course of the works, this is not the function of Building Control who will inspect a sample of work at key stages.

**Building Consents cannot issue its final certificate without receiving these declarations, as the Final Certificate requires the RBCA to declare that they have received these signed statements.**

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## The Building Control Process

To submit an application the following information must be provided:

- a completed project appointment form,
- a site location plan,
- a drainage plan,
- a set of floor plans and sections,
- a connectivity plan (for new build dwellings only) with supporting information from the supplier, and
- payment of the quoted fees.

### Validation

Without this information an application cannot be validated and work on site should not begin. Once the application has been validated and, an Initial Notice will be served on the local authority, who will have 5 working days to accept, validate, and respond to the notice. During this period, the local authority can reject the notice if there is incorrect information, insufficient documentation, or if work has already commenced on site.

It is important to note that Initial Notices cannot be used for retrospective applications or works that have already started, so work should not begin until the Initial Notice is accepted by the Local Authority.

Once validated,

we will:

- undertake a plan check,
- undertake any statutory consultations,
- undertake site inspections as set out in the inspection plan below,
- and issue a Final Certificate upon satisfactory completion of the work (please note this includes completion of a satisfactory plan check and provision of all the required documentation and certification).

### What the fee covers

The fee covers a reasonable amount of time to undertake a plan check and inspections of the work as set out in the inspection plan plus all administrative tasks to audit your project at completion.

### Plan check

Your plans and construction details are reviewed to ensure compliance with the functional requirements of the building regulations. A tracker document will be issued, specifying the applicable functional requirements, any additional information needed, advice on design changes, and elements of the design that demonstrate compliance.

The plan check surveyor will update the tracker as additional information is provided. It is recommended to complete the plan review process and achieve a status of "Satisfactorily

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demonstrating compliance with the functional requirements" before proceeding with construction to avoid potential remedial works.

Please note. If you proceed with construction on a project before this stage you are at risk of having to undertake remedial works to achieve compliance following an inspection or the project being reverted to the Local Authority for enforcement action.

## Inspections

Site inspections will be conducted to ensure that the construction on site meets the functional requirements of the Building Regulations. The number and stages of inspections allowed vary depending on the project type. It is the responsibility of the applicant to notify Building Control in advance to schedule an inspection. This can be done by calling during office hours or emailing the provided contact information. Same-day inspections cannot be guaranteed, so it is advisable to provide ample notice.

The table shown in the fees section indicates the elemental stages of the project that will be inspected, and the number of inspections allowed, for your project.

## Audit and completion.

We will audit a combination of the documents and certification together with the information provided from site inspection and consultations to ensure that as far as we can ascertain your project has met the requirements of the building regulations. Once this audit is completed and we are satisfied we have all the information required we will issue a completions certificate.

## Communication

We will make available to you reports on the plan check we will also issue site inspection reports and notices as required. To enable us to share this information it is essential that we have both a valid email address and postal address on our records.

## Personal Information held on record.

There is a statutory requirement for us to maintain records for a period of 15 years, this includes personal details of the duty holders collected by our application and change forms. This information is held on secure servers and is only shared internally or with the relevant Local Authority, Statutory consultees, and our regulator.

## Fees calculations and resources

Based on the information kindly supplied, we anticipate that our charges for statutory certification services in connection with this project will be: **£1,999.00 + VAT (£2,398.80 Total)**. This figure includes for plan checking and site inspection services up to and including a maximum of 6 inspections.

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## Inspection plan

In accordance with the requirements of the building regulations you are advised that you should ensure that we are notified when you reach the above stages and arrange an inspection before allowing work to progress. Work should not be covered up until we have advised that it is ok to proceed.

Domestic Projects inspection plan									
Inspection Plan									
Project Type	Foundations	Oversite/DPC	Below ground drainage	Superstructure	Fire safety/pre plaster/Insulation	Roof	completion	Total site visits allowed	Max build duration allowed for (months)
New Build House	✓	✓*	✓*	✓*	✓*	✓*	✓	6	7
Progress	Where project progress is slow, progress Inspections may be required, at an additional fee.								
	✓*	more than one inspection may be combined in a single visit							
	☆	Trial holes can be combined with another visit							
	Note where a trial hole reveals foundation are unsuitable additional inspections will be required at additional costs								

### Requesting an inspection.

It is your responsibility to notify us in adequate time to undertake an inspection. This can be done by calling us on 0800 999 1099 during office hours or emailing [technical@buildingconsents.com](mailto:technical@buildingconsents.com). We are unable to guarantee same day inspection and recommend you give us a minimum of 48 hours' notice.

### Management of your project

The project Manager assigned to your project is **Julie Brown-Rigby** who is a Registered Building Inspector with the Building Safety Regulator.

They are Supervised by **Julie Brown-Rigby** who is a Registered Building Inspector and Technical Manager with the Building Safety Regulator.

### Insurance accreditation and memberships

Details of our insurance and professional memberships together with other essential documents that you may need to access are posted on SharePoint and can be reached using the link to client information. [Client information.](#)

### Frequently Asked Questions

#### ***Why do you need a connectivity plan and what is it?***

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On the 26<sup>th</sup> dec 2022 the government introduced a requirement for all newly constructed dwellings to be provided with high-speed internet facilities. It is now a requirement to supply a copy of the connectivity plan provided by service providers such as Virgin or BT open reach. Without this any application is invalid.

#### ***How can I contact my inspector?***

We have a central team that takes all calls and ensures you talk to the correct person. We can connect you to your inspecting surveyor but, as they are often driving, for safety reasons we do not provide direct contact numbers for them.

#### **What additional fees could be incurred and why?**

Our fees allow for a reasonable amount of time for you to complete your project with appropriate input from ourselves, additional fees may be applied in the following circumstances:

- **Poor quality plans.** Where the plans are of low quality with little information and/or repeated submissions are required (for a domestic project this is capped at 3 submissions) we reserve the right to charge an additional fee for further plan checks.
- **Failed Inspections-** You are responsible for ensuring the works are compliant and ready for inspection. Where a failed inspection occurs, you may be charged for the re-inspection. Failed inspections include those where:
  - Work is not compliant, or remediation is required, and a reinspection is needed.
  - On arrival on site the work is not ready for inspection and a revisit is required.
  - Inspection booked but no access, and a revisit is required.
- **Extended construction periods** - The maximum build duration shown in the inspection plan table allows a reasonable period for the project to be completed. When the project extends more than a month beyond the allowed period there is a requirement for us to undertake monthly progress inspections. these will be chargeable once the allowed number of inspections have been undertaken.

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# Client Acceptance (form of agreement)

Please complete all fields as missing information may delay registration.

0.00	Quote ref: BCQ/2024/00499
0.01	Project Address & Postcode
91 Gorefield Road Leverington Wisbech Cambridgeshire PE13 5AT	

0.02	Description of Work & Use of Building		
Demolition Of Existing Building & Erection Of 1No. Two Storey Three Bedroom Detached Dwelling			
Please ensure that the description provided is accurate, as any works not included may not be covered and will not be certified. If an amendment is required due to an inaccurate description, you may be subject to an additional administration fee.			
Does this work relate to an HMO? **	NO	Number of beds in HMO**	0

0.03	Client (Property Owner/Party Instructing Works)		
Name**	Hadi Kaiser	Company	
Address**	91 Gorefield Road Leverington Wisbech Cambridgeshire PE13 5AT		
Phone**	/		
Email*	hadikaiser85@outlook.com		

0.04	Agent/Architect or Principle Designer		
Agent/Architect**	Yes/No	Principle Designer**	Yes/No
Note: where an agent/designer has not been appointed this role falls to the client and the client should fill this section out			
Name*		Company	One Stop Consult Ltd
Address*	One Stop Consult Ltd 2 Short Street Nuneaton Warwickshire CV10 8JF		
Phone*	0247595700 /		
Email*	enquiries@onestopconsult.co.uk		
<b>Note: where an agent/designer has not been appointed this role falls to the client and the client should fill this section out</b>			

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<b>0.05</b>	<b>Invoice Recipient (Please complete all applicable fields)</b>		
Name*		Company*	
Address*			
Phone*			
Email*			
Purchase Order No.			

<b>0.06</b>	Construction Cost	£0.00
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<b>0.07</b>	<b>Principle Contractor or person undertaking the building work</b>		
	Note: where a contractor has not been appointed this role falls to the client and the client should fill this section out		
Name**		Company*	
Phone**	/	Email	
Address**			
Date work to start on site**		Handover Date	
<b>Where the works do not include the formation of foundations and a ground floor complete the section below</b>			
Date ground floor to be installed/cast <small>(Commencement of work)**</small>	Not Set	<small>As defined in The Building (Approved Inspectors etc. and Review of Decisions) (England) Regulations 2023 PART 3 Regulation 11</small>	
Where the works do not include foundation declare the point at which works will have achieved 15% of the total work below**			
<b><u>Note: where a contractor has not been appointed this role falls to the client and the client should fill this section out</u></b>			

<b>0.08</b>	<b>Drainage</b>	
Is there to be a new connection to a public sewer? (If 'yes' please provide a plan showing the approximate location of the new connection) *	Yes /No	
Is the building constructed over or within 3 metres of a public sewer? (New build and extensions only) *	Yes /No	

<b>0.09</b>	<b>Optional Requirements Under Planning (this section is only required for the construction of new dwellings)</b>	
Have you been granted planning permission for this project? *	Yes /No	
Has a condition of planning permission imposed a requirement to limit water use to no more than 110l/person/day? *	Yes /No	
Has a condition of planning permission imposed a requirement in relation to Part M (Category 2 – accessible and adaptable dwellings, or Category 3 – wheelchair user dwellings)? *	Yes /No	N

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I agree that under this contract which comprises this Form of Agreement and the attached Terms and Conditions, and hereby instruct you to act as the appointed Registered Building Control Approval in relation to the above project. I give my permission for the Initial Notice to be signed by a representative of Building Consents on behalf of the client.

<b>0.10</b>	<b>Signed*</b>		<b>Dated*</b>	
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**Note** If you are an agent acting on behalf of the client, by signing the above you warrant that you have full authorisation to instruct Building Consents on their behalf, have made them aware of our appointment, and accept full liability for complying with our agreed terms of business.

if you have made this declaration without the clients consent you may be in breach of the legislation if they fail to understand their responsibilities.

**Note** \* We are unable to process your application without this information,

\*\* We are unable to serve an initial notice without this information

## TERMS AND CONDITIONS

### PART 1: CONTRACT DETAILS AND FEES

<b>1.1</b>	The Client has appointed the following to undertake the following roles		
	Principal design as indicated on 0.04		
	Civil/structural design		
	Building services design as indicated on 0.07		
	Other		

<b>1.2</b>	The Client has appointed the above to undertake the roles indicated
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<b>1.3</b>	The anticipated project period up to practical completion of the construction work is assumed to be no more than
	0 days/weeks/months/years

<b>1.4</b>	The company providing professional indemnity insurance in accordance with clause 3–7 is available to use using the client information link <a href="#">Client information.</a>

<b>1.5</b>	The total limit of the Approved Inspector’s liability to the Client referred to in clause 3–13.2 is £250 000
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<b>1.6</b>	The Approved Inspector’s liability in the respect of asbestos is excluded in the aggregate is £250 000
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<b>1.7</b>	The fees and any addition charges are set out in the quotation document that is provided with this acceptance form
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### PART 2: SERVICES

Exercising the reasonable skill and care set out in clause 3-1, the Approved Inspector shall undertake the following services (where appropriate to the Project):

Instructions

Receive instructions brief and necessary documentation from the Client. Advise on procedure and programme for Building Regulation certification.

Initial Notice

Submit an Initial Notice(s) to relevant local authorities and copy to the Client.

Assessment of plans

Undertake an assessment of plans for compliance and communicate to the Client observed non-compliance with the Building Regulations, conditions pertaining to the approval or passing of plans and remedies available in the event of a dispute over compliance. Maintain appropriate records of the design assessment process.

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#### Statutory consultations

Consult with the fire authority and forward observations to the Client. Undertake all other statutory consultations forming part of the Statutory Functions and forward observations of consultees to the Client. Consider the desirability of undertaking additional consultations and communicate to the Client any consultees' observations or advice beyond the scope of the Building Regulations. Alert the Client to provisions of legislation outside the Building Regulations believed to be relevant.

#### Plans certificate

If requested by the Client, when satisfied that the plans show no observed contraventions of the Building Regulations, issue a plans certificate. Compile a schedule of modifications specified and/or further plans or information required to demonstrate compliance of plans.

**Inspection notification** Prepare an inspection notification framework (INF) and if requested provide a copy to the Client.

**Framework** Adopt an appropriate site inspection regime taking account of relevant factors and keep under review. Make inspections of the site to observe compliance with the Building Regulations. Maintain appropriate records of site inspections, identifying the work inspected and any observed non-compliance. Communicate any observed contraventions of Building Regulations. Notify observed significant departures from plans to consultees.

Consider the need for tests, throughout construction and at completion, inform the Client of the requirements; witness tests and receive certificates as appropriate.

Request copies of such plans as are necessary in relation to the commissioning of services prior to issue of a Final Certificate(s).

#### Final certificate

The Client shall be responsible for providing copies of competent persons scheme certification for any works undertaken in the project that fall under by such schemes, works that have not been certified by such scheme will be excluded from any final certificate.

Having taken reasonable steps to be satisfied that the whole or part of the works forming part of the Project has been completed for Building Regulations purposes, issue a Final Certificate(s) and send to the Client. If requested by the Client, provide a list of inspections carried out. Retain statutory records for an appropriate period.

The Approved Inspector shall undertake only undertake additional services as indicated on the quotations document that accompanies this form.

### Part 3: CONDITIONS

#### 3-1 Approved Inspector's general obligations

3-1.1 The Approved Inspector shall carry out the Services and any Additional Work with reasonable skill, care and diligence in accordance with this contract.

Notwithstanding any other provision of this contract the Approved Inspector shall have no greater obligation under or in connection with this contract than to exercise reasonable skill, care and diligence.

3-1.2 The Approved Inspector shall exercise reasonable skill, care and diligence in performing the Services and any Additional Work to have regard to the CIC Code of Conduct for Approved Inspectors and where possible to any programme for the Project (as amended from time to time and provided to the Approved Inspector in writing).

#### 3-2 Client's information and obligations

3-2.1 The Client shall provide such information, documents and assistance as the Approved Inspector reasonably requires or requests from time to time in order to facilitate the timely provision of the Services and any Additional Work.

3-2.2 The Client shall be responsible for safe access to the Project being provided when the Approved Inspector reasonably requires it and shall procure such access and certification from any consultant, contractor or sub-contractor as is reasonably requested by the Approved Inspector.

3-2.3 The Client shall give the Approved Inspector at least 7 days' notice before any works forming part of the Project are commenced and shall keep the Approved Inspector regularly informed of the progress of the Project. 3-2.4 The Client confirms that it is the person intending to carry out the work forming part of the Project.

#### 3-3 Design, permits and approvals

3-3.1 The Client shall be entirely responsible for the design construction management of the Project save to the extent set out in the Services and/or agreed in writing by the Approved Inspector before undertaking Additional Work.

3-3.2 The Client shall also be entirely responsible for obtaining and implementing all necessary permits, licences and approvals, save to the extent set out in the Services and/or agreed in writing by the Approved Inspector before undertaking Additional Work.

#### 3-4 Compliance with Building Regulations

3-4.1 The Client and not the Approved Inspector shall be responsible for the Project's compliance with the Building Regulations. The Services do not include, and the Approved Inspector is not responsible for

i) confirming whether the Building Regulations have been complied with, and/or

ii) advising the Client and/or managing the Project to ensure that compliance with the Building Regulations is achieved.

3-4.2 The Approved Inspector shall take such steps as are reasonable to enable it to determine that a Final Certificate can be issued, and if so determined, it shall issue a Final Certificate. Any Final Certificate is based on the information and documents provided and the Services and Additional Work performed and is not a representation that every aspect of the Project complies with the Building Regulations and/or conclusive proof of the Project's compliance with the Building Regulations.

3-4.3 The Approved Inspector shall not be responsible or liable for any delay in issuing the Final Certificate and shall not be responsible or liable for any additional fees that are payable to the relevant local authority and/or any other costs, as a result of the Approved Inspector being unable to issue a Final Certificate at any time. The Client shall not (and shall ensure that a third party shall not) take possession of the works forming part of the Project and/or issue any certificate of completion under the building contract in respect of the works forming part of the Project, unless the Final Certificate has been issued.

#### 3-5 Payment

The due date for payment of an instalment of the Fee, together with expenses and disbursements if they are to be paid in addition, shall be the date of submission of the Approved Inspector's valid invoice for each instalment. The final date for payment of that invoice is 28 days after the due date for payment. The Client shall pay the sum stated as due in any invoice on or before the final date for payment unless the Client has not later than 7 days before the final date for payment given written notice to the Approved Inspector of its intention to pay less stating the sum considered to be due and the basis on which that is calculated ('pay less notice'). The sum stated as due in any pay less notice shall be paid on or before the final date for payment. The Fee is exclusive of VAT, which shall be paid in addition to the Fee if applicable.

#### 3.5A Non-Payment

<sup>23</sup>[Any sum due under this contract which is not paid by the final date for payment shall carry interest at 5% above the Bank of England official dealing rate applicable from the final date for payment until the date on which payment is made.] In the event that any sum is not paid on or before the final date for payment in accordance with clause 3-5 the Approved Inspector shall be entitled to:

3.5A.1 Suspend performance of all or any part of the Services by giving 7 days' notice in writing and recover all reasonable costs incurred in connection with the suspension of the Services; and/or

3.5A.2 Terminate this contract by giving 14 days' notice.

<sup>23</sup> Does not apply in the case of a domestic client.

#### 3-6 Changes to the Project and Additional Work

The Approved Inspector shall notify the Client in writing as soon as it becomes aware that any Additional Work will be required, because of:

3-6.1 Changes in the design, size, scope or complexity of the Project.

3-6.2 Changes in the timing or programming of the Project; 3-6.3 A failure by the Client to comply with its obligations under this contract.

3-6.4 Additional meetings and/or visits and/or other work is required; and/or

3-6.5 Any change in law (including without limitation any change in the Building Regulations and/or the Building Act 1984).

The Client shall pay the Approved Inspector for any Additional Work and/or if due to circumstances outside the Approved Inspector's control there are any changes in the timing or programming of the Services and/or any Additional Work, on a time charge basis, at the rates set out in clause 1-7. The Approved Inspector may include the charge in the next payment instalment after the Additional Work (or part of it) has been performed.

If any Additional Work is carried out and/or if due to circumstances outside the Approved Inspector's control there are any changes in the timing or programming of the Services and/or any Additional Work, the Approved Inspector shall be entitled to a fair and reasonable extension of time for performing the Services and the Additional Work.

#### 3-7 Insurance

The Approved Inspector shall, provided it is available at commercially reasonable rates, maintain professional indemnity insurance and public liability insurance in compliance with the guidelines issued by the Department for Communities and Local Government (or any successor Department responsible for the Building Act 1984)<sup>24</sup>, subject to any limitations, exceptions and/or exclusions from cover as are commonly included in professional indemnity insurance and public liability insurance policies. At the date of this contract, evidence as to whether these insurances are being maintained is available in the CICAIR Approved Inspectors' Register (published at [www.cicair.org.uk/approvedinspectors-register](http://www.cicair.org.uk/approvedinspectors-register)).

#### 3-8 Assignment and subcontracting

Neither Party may assign its rights and/or benefits under this contract [without the prior written consent of the other Party]. The Approved Inspector may subcontract any part of the Services and any Additional Work, with the prior approval of the Client, not to be unreasonably withheld or delayed.

#### 3-9 Termination and discharge

The Client may terminate this contract forthwith by written notice to the Approved Inspector if:

3-9.1 The Approved Inspector is in material breach of its obligations under this contract and has failed to remedy the breach within 28 days of the date of a notice of the breach from the Client; or

3-9.2 The Approved Inspector becomes Insolvent.

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### 3-10 The Approved Inspector may terminate

this contract forthwith by written notice to the Client if:

3-10.1 The Client is in material breach of its obligations under this contract and has failed to remedy the breach within 28 days of the date of a notice of the breach from the Approved Inspector.

3-10.2 The Approved Inspector reasonably believes that it will not be in a position to issue a Final Certificate.

3-10.3 The Client becomes Insolvent.

3-10.4 The Approved Inspector considers that there is a conflict between its obligations under this contract and the Statutory Functions.

3-10.5 The Approved Inspector considers that it is necessary to cancel the Initial Notice under Section 52(1) of the Building Act 1984.

3-10.6 The Approved Inspector reasonably believes that it is impossible or impracticable to perform the Services as a result of any circumstances for which Approved Inspector is not responsible; and/or

3-10.7 The Approved Inspector is unable to maintain professional indemnity insurance and public liability insurance in compliance with the guidelines issued by the Department for Communities and Local Government (or any successor Department responsible for the Building Act 1984).

### 3-11 Following any notice of termination

by the Approved Inspector or the Client, the Approved Inspector is entitled to:

3-11.1 Write to the relevant local authority (with a copy to the Client) cancelling the Initial Notice, in which case the approved inspector functions will revert to the relevant local authority and the Approved Inspector will be discharged from all requirements to complete the Services or any Additional Work; and/or

3-11.2 At the Approved Inspector's discretion, issue a Final Certificate in respect of part of the works forming part of the Project.

### 3-12 Consequences of termination

If this contract has been terminated, the Client shall pay the Approved Inspector any instalments of the Fee due up to the date of termination together with a fair and reasonable proportion of the next instalment of the Fee commensurate with the Services performed, sums payable in respect of any Additional Work performed by the Approved Inspector prior to the notice of termination and, following termination under clauses 3.5A and/or 3.10, any costs or expenses incurred by the Approved Inspector as a result of termination. Termination of this contract shall not affect any rights or remedies of the Client or the Approved Inspector which exist at the date of termination.

### 3-13 Limitations of liability

3-13.1 Nothing in this clause 3-13 shall limit the Approved Inspector's liability for negligence resulting in death or personal injury.

3-13.2 Notwithstanding any other provisions in this contract (apart from clause 3-13.1):

(i) the Approved Inspector's total liability under or in connection with this contract (whether in contract, in tort (including negligence), for breach of statutory duty or otherwise) including without limitation interest and legal costs shall be limited to the amount set out in clause 1-5 in the aggregate; and

(ii) without prejudice to the aggregate limit of liability under clause 3.13-2(i), the Approved Inspector's liability in respect of any matters set out in clause 1-6 shall be limited or excluded as stated in clause 1-6.

3-13.3 Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs, the liability of the Approved Inspector for any loss or damage ('the loss or damage') under this contract shall be limited to that proportion as it would be just and equitable for the Approved Inspector to pay having regard to the extent of its responsibility for the loss or damage and on the assumptions that:

- all other consultants, contractors, subcontractors, and advisers engaged in connection with the Project have provided contractual undertakings on terms no less onerous than those in clause 3-1 to the Client in respect of the carrying out of their obligations in connection with the Project.
- there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause and any such other party who is responsible to any extent for the loss or damage is contractually liable to the Client for the loss or damage; and
- all the parties referred to in this clause have paid to the Client such proportion of the loss or damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss or damage.

3-13.4 The Approved Inspector shall not be responsible for the supervision of any contractor or subcontractor and/or for ensuring the performance or adequate standard of workmanship of any contractor or subcontractor. The Approved Inspector shall not be liable under or in connection with this contract for or as a result of any work and/or services provided by and/or any act or omission of any third party (including without limitation any contractor, consultant or sub-contractor).

3-13.5 The Client agrees not to pursue any claims under or in connection with this contract (whether in contract, in tort (including negligence), for breach of statutory duty or otherwise) against any individuals engaged by the Approved Inspector or any individual directors or members of the Approved Inspector. The Client acknowledges that such individuals are entitled to enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999.

3-13.6 The Approved Inspector's liability under or in connection with this contract shall be limited to the exercise of reasonable skill, care and diligence and the Approved Inspector shall not be liable unless it has failed to exercise such skill, care and diligence. 3-13.7 Neither Party shall under any circumstances whatsoever be liable to the other for any direct or indirect loss of profit, loss of business or anticipated saving or special, indirect or consequential damage suffered by the other Party that arises under or in connection with this contract.

3-13.8 No action or proceedings under or in respect of this contract whether in contract, in tort, in negligence, for breach of statutory duty or otherwise shall be commenced after the expiry of six years from the date of completion of Services or the termination of this contract if earlier.

### 3-14 Notices

The Client and the Approved Inspector can give notice to each other in writing under this contract by personal delivery. They can also give notice by post, in which case delivery is effective two working days after posting. Notices must be sent to the address shown in section 0.03 of this contract or any other address notified by the Party in writing.

### 3-15 Disputes and complaints

3-15.1 If the Client is not satisfied with the Approved Inspector's performance of the Services or any Additional Work, it may ask the Approved Inspector to implement the Approved Inspector's complaints handling procedure. The Approved Inspector shall provide a copy of the procedure on request. The operation of the Approved Inspector's complaints handling procedure does not affect the Client's right to refer a dispute to the courts.

3-15.2 The Client and the Approved Inspector shall consider in good faith whether any dispute or difference between them is suitable for resolution by mediation, and if so, shall take the appropriate steps with a view to resolving the dispute or difference by mediation.

3-15.3 <sup>26</sup>[Either the Client or the Approved Inspector may at any time refer a dispute or difference arising under or in connection with this contract to adjudication in accordance with the edition of the CIC Model Adjudication Procedure current at the date of the adjudication notice. The Adjudicator shall be appointed by the CIC.]

<sup>26</sup> Does not apply in the case of a domestic client.

### 3-16 Intellectual Property

The intellectual property rights in all documents produced by the Approved Inspector under this contract ('Documents') shall vest or remain vested in the Approved Inspector. The Client shall have a revocable, non-exclusive, terminable, royalty free licence to use the Documents for the purpose for which they were prepared, and the Approved Inspector shall not be liable for the use of any of the Documents for any purpose other than that for which they were prepared.

### 3-17 Rights of third parties

No-one has any right to enforce any term of this contract under the Contracts (Rights of Third Parties) Act 1999, except as set out in clause 3-13.5. It is agreed and acknowledged that the Approved Inspector shall not be required to enter into any collateral warranties with any third parties, provide any letters of reliance and/or grant any rights to any third parties under or in connection with this contract.

### 3-18 Commencement

Whatever the date of this contract, it shall have effect as if it had been signed on the date when the Approved Inspector commenced the Services.

## PART 4: DEFINITIONS AND INTERPRETATION

### 4-1 Definitions

In this contract, unless the context otherwise requires, the following expressions have the following meanings:

**Additional Work** means any additional or varied services as a result of or in consequence of the matters described in clause 3-6.1-3-6.5 and which are not already covered by the Services set out in Part 2, together with any additional or varied services instructed by the Client and agreed by the Approved Inspector.

**Approved Inspector** means a licensed individual or organisation carrying out the duties given to an approved inspector by the Building Act 1984 and regulations made under it.

**Building Regulations** means the building regulations made under the Building Act 1984, including the Building Regulations 2010.

**CIC** means the Construction Industry Council.

**Fee** means the total amount to be paid to the Approved Inspector for the Services and any Additional Work.

**Final Certificate** means a certificate in accordance with Section 51 of the Building Act 1984.

**Initial Notice** means an initial notice to the relevant local authority notifying them of the Project under Section 47 of the Building Act 1984.

**Insolvent** means as defined in section 113, Housing Grants, Construction and Regeneration Act 1996. **Services** means the services listed in Part 2.

Building Consents Limited is regulated by the Building Safety Regulator

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**Statutory Functions** means the duties of an approved inspector under the Building Act 1984, regulations made under it and formal guidelines issued by a government department.

**4-2 Interpretation**

In this contract, unless the context otherwise requires:

- the word 'include' and any derivations of it shall be construed without limitation; the singular shall include the plural and vice versa;
- a gender shall include any other gender; and
- references to any statute or statutory instrument includes any statute or statutory instrument amending, consolidating or replacing it, and references to a statute includes

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