

Application Form – New Housing

** Required Information*

*Property Owner Name (and company name if applicable):

*Property Owner Address:

*Property Owner Telephone Number:

Property Owner Email Address:

Agent Name (and company name if applicable):

Agent Address:

Agent Telephone Number:

Agent Email Address:

☐ Please tick if the agent above has been appointed as the principal designer under regulation 11D

Builder Name (and company name if applicable):

Builder Address:

Builder Telephone Number:

Builder Email Address:

☐ Please tick if the builder above has been appointed as the principal contractor under regulation 11D

Electrician Name (and company name if applicable):

Electrician Telephone Number:

Registration Body Name and Number (e.g., NAPIT / NICEIC / ELECSA):

*Project Description:

*Project/Site Address:

*Estimated Start Date:

*If the project does not involve foundation or substructure work, please provide a statement to describe the first 15% of the works and when this is expected to be complete:

*Please confirm who will be paying the fees: ☐ Property Owner ☐ Agent ☐ Builder ☐ Other

By signing this appointment form, I confirm that I am 'The person or agent of the person carrying out the work' and authorise Approved Building Control Ltd to submit initial notice documentation to the Local Authority, and authorise them to sign the application on my behalf. I also confirm I accept ABCs standard terms and conditions.

I can confirm I accept Approved Building Control's standard terms and conditions.

*Signed:

*Print Name:

Please complete Project Details Sections 1-3 on the following pages of this application form

Project Details Section 1, All developments

Local Authority Area

Is there a connection to a public sewer? ☐ Yes ☐ No

If yes to a Foul or Surface water connection, please provide the location on the site location plan.

If there is new drainage,
where will it discharge?

Foul water discharge

Surface Water discharge

Project Details Section 2, New Houses Only

Number of New Dwellings

Has planning permission been granted? ☐ Yes ☐ No

If yes, are there any optional building regulations
requirements?

Regulation 36 (2) (b)

Does optional water efficiency of 110 litres per person apply?

☐ Yes ☐ No

Schedule 1 Part M

Does optional requirement M4 (2) apply?

☐ Yes ☐ No

Schedule 1 Part M

Does optional requirement M4 (3) apply?

☐ Yes ☐ No

Project Details Section 3: Infrastructure for electronic communications (Approved Document R)

Model Connectivity Form, Parts A & B.

Part A of this connectivity plan is to be completed when gigabit-ready physical infrastructure is to be installed, and connection to a gigabit-capable public electronic communications network is to be provided.

Part B of this form is to be completed when an exemption is being relied upon.

Part A

1) Building Control	
Building control body name.	
Building control application number:	
2) Development	
Development/address/plot number(s):	
<i>Please also indicate where further phases of development are to be considered at a later date.</i>	
3) Developer key person contact details	
Full name:	
Company/organisation:	
Address:	
Email:	
Telephone/mobile number:	
4) Network operator contact details	
Contact name:	
Company/organisation:	
Address:	
Email:	
Telephone/mobile number:	
Reference number (of contract/ transaction with developer):	
5) Physical infrastructure provision	
a. Will you provide each dwelling on the development site with gigabit-ready physical infrastructure from the network termination point at each dwelling to the network distribution point?	
<input type="checkbox"/> Yes. <i>Please complete section 6 of Part A</i> <input type="checkbox"/> No. <i>Please complete section 5b of Part A</i>	
b. Will you provide each dwelling on the development site with gigabit-ready physical infrastructure from a network termination point to a point as close as is reasonably practicable to a current or likely future location of a network distribution point?	
<input type="checkbox"/> Yes. <i>Please complete section 6 of Part A</i> <input type="checkbox"/> No. <i>Please complete section 5c of Part A</i>	
c. Will you provide each dwelling on the development site with gigabit-ready physical infrastructure from a network termination point to an access point or common access point?	
<input type="checkbox"/> Yes. <i>Please complete section 6 of Part A</i> <input type="checkbox"/> No. <i>Please continue to Part B</i>	

d. Will you provide each dwelling on the development site with connection to a gigabit-capable public electronic communications network?

- ☐ Yes. Please complete section 6 of Part A
- ☐ No. Please complete Part B

6) Evidence to support section 5

Please attach evidence to support your answer to section 5.

This should include written confirmation that a suitable provider of public electronic communications networks has offered for each dwelling to provide a connection to a gigabit-capable public electronic communications network as stated at section 5d, and details of which technology will be used to deliver this, e.g., full fibre, satellite, fixed wireless or other technologies.

Developers may also wish to include information explaining why the relevant gigabit-ready physical infrastructure in sections 5a, 5b or 5c is being installed – this includes circumstances in which there is no current network distribution point towards which such infrastructure can be built to a reasonably practicable point of proximity, because the developer does not have the right to install the infrastructure on the relevant land.

Where this form refers to a likely future location of a network distribution point, this should be supported by evidence of where it is reasonable to expect the network distribution point to be located. Evidence would constitute information from a network operator confirming that a network distribution point will be installed within the relevant 2-year period and its location. Where this form refers to the lack of a likely future location of a network distribution point, this should be supported by evidence of the efforts to ascertain from a network operator if a relevant network distribution point is to be installed within the relevant 2-year period.

To assist with the building control process, developers may wish to demonstrate planned infrastructure routes in relation to development site layouts and explain any factors that the infrastructure installation may need to take account of, such as specific conservation area conditions for current and future infrastructure installation, or obstacles that need to be circumvented.

Guidance for completing this connectivity plan is available in Approved Document R, Volume 1: Physical infrastructure and network connection for new dwellings. This document can be accessed using the following link: www.gov.uk/government/publications/infrastructure-for-electronic-communications-approved-document-r

Part A Declaration

"I am the developer/ act on behalf of the developer and confirm that a suitable provider of public electronic communications networks will be offered for each dwelling to provide a connection to a gigabit-capable public electronic communications network as stated at section 5d.

The technology used to deliver this will be (please tick as appropriate)"

- ☐ Full fibre
- ☐ Satellite
- ☐ Fixed wireless
- ☐ Other technologies

Name.....

On behalf of

Signature.....

Part B

1) Exemption from requirement RA1

- a. Is/are the building/s exempt from the requirement to install gigabit-ready physical infrastructure?
- ☐ Yes. *Please complete section 1b and/or 1c, as appropriate*
- ☐ No. *Please continue to section 3*
- b. ☐ The following applies:
- The building/s is/are to be occupied by the Ministry of Defence or the armed forces of the Crown, or to be otherwise occupied for purposes connected to national security.
- c. ☐ Both of the following apply:
- The building/s is/are in an area isolated from a relevant public electronic communications network of the kind mentioned in regulation 44ZC(2) of the Building Regulations 2010, where the cost of a gigabit-capable, high-speed and USO-standard public electronic communications network connection exceeds the cost cap.
 - The prospect of a gigabit-capable, high-speed and USO-standard public electronic communications network connection is considered too remote to justify equipping the building with gigabit-ready physical infrastructure (for full fibre, satellite, fixed wireless or other technologies) or an access point as set out in sections 5a, 5b or 5c in Part A of this form.

Please note other exemptions in the Building Regulations 2010, which are not included in this connectivity plan, including those set out in Classes 1 to 7 of Schedule 2 to the Building Regulations 2010.

2) Evidence of exemption

Please attach evidence to show how exemption 1b and/or 1c applies.

3) Exemption from requirement RA2

- a. Is/are the building/s exempt from the requirement to provide a connection to a gigabit-capable public electronic communications network?
- ☐ Yes. *Please complete section 3b or 3c, as appropriate*
- ☐ No.
- b. The cost to provide each dwelling on the development site with the following exceed(s) the cost cap:
Tick all that apply
- ☐ Gigabit-capable public electronic communications network connection
- ☐ High-speed public electronic communications network connection
- ☐ USO-standard public electronic communications network connection
- Note:** *Connection should be provided to the fastest public electronic communications network within the cost cap.*
- c. ☐ The following applies:
- At least two suitable providers of public electronic communications networks have declined to provide a connection free of charge or at a cost not exceeding the cost cap, or have failed to respond to requests within 30 working days.

4) Evidence of exemption

Please attach the following, from suitable providers of public electronic communications networks.

- Evidence that the providers are suitable for the purposes in question.
- One of the following.
 - At least two offers from the providers showing that the cost of the relevant connection exceeds the cost cap (where 3b applies).
 - At least two requests for offers for a relevant connection to which the providers have failed to respond within 30 working days (developers may wish to provide further evidence including evidence of follow-up requests) (where 3c applies).
 - Correspondence from at least two of the providers that declined to provide any connection to a relevant connection, clearly stating the reason why (where 3c applies).

Terms and conditions

SERVICES

Exercising the reasonable skill and care set out in clause 1, Approved Building Control shall –

Either undertake the Statutory Functions.

Or undertake the following services (where appropriate to the Project), including the Statutory Functions:

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

CONDITIONS

1 Approved Building Control's general obligations

- 1.1 Approved Building Control shall carry out the Services and any Additional Work with reasonable skill, care and diligence in accordance with these Terms and Conditions. Notwithstanding any other provision of these Terms and Conditions Approved Building Control shall have no greater obligation under or in connection with these Terms and Conditions than to exercise reasonable skill, care and diligence.
- 1.2 Approved Building Control 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 Approved Building Control in writing).

2 Client's information and obligations

- 2.1 The Client shall provide such information, documents and assistance as Approved Building Control reasonably requires or requests from time to time in order to facilitate the timely provision of the Services and any Additional Work.
- 2.2 The Client shall be responsible for safe access to the Project being provided when Approved Building Control 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.
- 2.3 The Client shall give Approved Building Control at least 7 days' notice before any works forming part of the Project are commenced and shall keep Approved Building Control regularly informed of the progress of the Project.
- 2.4 The Client confirms that it is the person intending to carry out the work forming part of the Project.

3 Design, permits and approvals

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

4 Compliance with Building Regulations

- 4.1 The Client and not Approved Building Control shall be responsible for the Project's compliance with the Building Regulations. The Services do not include and Approved Building Control 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.
- 4.2 Approved Building Control 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.
- 4.3 Approved Building Control 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 Approved Building Control 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.

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 Approved Building Control'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 Approved Building Control 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.

5A Non-Payment

Any sum due under these Terms and Conditions 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 Approved Building Control shall be entitled to:

- 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
- 5A.2 Terminate these Terms and Conditions by giving 14 days' notice.

6 Changes to the Project and Additional Work

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

- 6.1 Changes in the design, size, scope or complexity of the Project;
- 6.2 Changes in the timing or programming of the Project;
- 6.3 A failure by the Client to comply with its obligations under these Terms and Conditions;
- 6.4 Additional meetings and/or visits and/or other work is required; and/or
- 6.5 Any change in law (including without limitation any change in Building Regulations and/or the Building Act 1984).

The Client shall pay Approved Building Control for the Additional Work on a time charge basis, at the rate of £100+VAT per hour. Approved Building Control 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 Building Control's control there are any changes in the timing or programming of the Services and/or any Additional Work, Approved Building Control shall be entitled to a fair and reasonable extension of time for performing the Services and the Additional Work.

7 Insurance

Approved Building Control 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). At the date of these Terms and Conditions, evidence as to whether these insurances are being maintained is available in the CICAIR Approved Inspectors' Register (published at www.cicaire.org.uk/approved-inspectors-register).

8 Assignment and subcontracting

Neither Party may assign its rights and/or benefits under these Terms and Conditions [without the prior written consent of the other Party] Approved Building Control 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.

9 Termination and discharge

The Client may terminate this contract forthwith by written notice to Approved Building Control if:

- 9.1 Approved Building Control 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
- 9.2 Approved Building Control becomes Insolvent.

10 Approved Building Control may terminate the contract forthwith by written notice to the Client if:

- 10.1 The Client is in material breach of its obligations under these Terms and Conditions and has failed to remedy the breach within 28 days of the date of a notice of the breach from the Approved Inspector;
- 10.2 Approved Building Control reasonably believes that it will not be in a position to issue a Final Certificate;
- 10.3 The Client becomes Insolvent;
- 10.4 Approved Building Control considers that there is a conflict between its obligations under these Terms and Conditions and the Statutory Functions;
- 10.5 Approved Building Control considers that it is necessary to cancel the Initial Notice under Section 52(1) of the Building Act 1984;



- 10.6 Approved Building Control reasonably believes that it is impossible or impracticable to perform the Services as a result of any circumstances for which Approved Building Control is not responsible; and/or
- 10.7 Approved Building Control 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).
- 11 Following any notice of termination by Approved Building Control or the Client, Approved Building Control is entitled to:
- 11.1 Write to the relevant local authority (with a copy to the Client) cancelling the Initial Notice, in which case Approved Building Control functions will revert to the relevant local authority and Approved Building Control will be discharged from all requirements to complete the Services or any Additional Work; and/or
- 11.2 At Approved Building Control's discretion, issue a Final Certificate in respect of part of the works forming part of the Project.

12 Consequences of termination

If these Terms and Conditions have been terminated, the Client shall pay Approved Building Control 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 Approved Building Control prior to the notice of termination and, following termination under clauses 5A and/or 10, any costs or expenses incurred by Approved Building Control as a result of termination.

Termination of the contract shall not affect any rights or remedies of the Client or Approved Building Control which exist at the date of termination.

13 Limitations of liability

- 13.1 Nothing in this clause 13 shall limit Approved Building Controls liability for negligence resulting in death or personal injury.
- 13.2 Notwithstanding any other provisions in these Terms and Conditions (apart from clause 13.1), ABC's total liability to the Client for any claims arising under or in connection with the contract and these Terms and Conditions (whether in contract, in tort (including negligence), for breach of statutory duty or otherwise) shall be limited to £_____

If no amount is inserted above, the liability of the Approved Inspector shall not exceed in aggregate a multiple of ten times the total of the fees payable to the Approved Inspector by the Client.

- 13.3 Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs, the liability of Approved Building Control for any loss or damage ('the loss or damage') under the contract shall be limited to that proportion as it would be just and equitable for Approved Building Control 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 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.
- 13.4 Approved Building Control 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. Approved Building Control shall not be liable under or in connection with the 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).
- 13.5 The Client agrees not to pursue any claims under or in connection with the contract (whether in contract, in tort (including negligence), for breach of statutory duty or otherwise) against any individuals engaged by Approved Building Control 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.



- 13.6 Approved Building Control's liability under or in connection with the contract shall be limited to the exercise of reasonable skill, care and diligence and Approved Building Control shall not be liable unless it has failed to exercise such skill, care and diligence.
- 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 the contract and these Terms and Conditions.
- 13.8 No action or proceedings under or in respect of these Terms and Conditions 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 the contract if earlier.

14 Notices

The Client and Approved Building Control can give notice to each other in writing under the 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 given on Approved building controls application form and/or Approved building controls official business address.

15 Disputes and complaints

- 15.1 If the Client is not satisfied with the Approved Inspector's performance of the Services or any Additional Work, it may ask Approved Building Control to implement the Approved Inspector's complaints handling procedure. Approved Building Control 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.
- 15.2 The Client and Approved Building Control 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.
- 15.3 Commercial and Industrial Projects ONLY.
[Either the Client or Approved Building Control may at any time refer a dispute or difference arising under or in connection with the contract to adjudication in accordance with the edition of the CIC Model Adjudication Procedure current at the date of the adjudication notice. The Adjudication shall be appointed by the CIC.]

16 Intellectual Property

The intellectual property rights in all documents produced by Approved Building Control under the contract ('Documents') shall vest or remain vested Approved Building Controls. The Client shall have a licence to use the Documents for the purpose for which they were prepared and Approved Building Control shall not be liable for the use of any of the Documents for any purpose other than that for which they were prepared.

17 Rights of third parties

No-one has any right to enforce any term of the contract under the Contracts (Rights of Third Parties) Act 1999, except as set out in clause 13.5. It is agreed and acknowledged that Approved Building Control 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 the contract.

18 Commencement

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

DEFINITIONS AND INTERPRETATION

1 Definitions

In the 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 6.1--6.5 and which are not already covered by the Services detailed above, together with any additional or varied services instructed by the Client and agreed with Approved Building Control.

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 Approved Building Control 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 under services.

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.

2 Interpretation

In this Terms and Conditions, 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 statutory instruments and regulations made pursuant to it.