

Appointment of Approved Building Control Ltd, Terms and Conditions for Approved Inspector Works

Definitions

Approved Building Control Ltd (ABC) – *The Approved Inspector providing the services.*

Client – *The individual or company liable for payment to ABC for its services.*

1. The Services

- 1.1 ABC will provide the services of an Approved Inspector exercising reasonable skill, care and diligence.
- 1.2 The Building Control regulatory service is performed in accordance with the statutory provisions of the Building Regulations 2010, the Building (Approved Inspector etc) Regulations 2010 and the Building Act 1984.
- 1.3 ABC undertakes to issue the statutory documentation including the Initial Notice and Final and/or Partial Final Certificate in accordance with the requirements of the Building Regulations and subject to the information made available to ABC.
- 1.4 If appropriate and as directed and as may be agreed with the Client, ABC offers the additional services to administer the application for the approval of the project under local Acts of Parliament related to the Building Regulations should such Acts be applicable.
- 1.5 The services provide the Building Regulation Control of the project as defined and required by legislation. ABC excludes liability to its Client or client's Agents for additional costs, delays or consequential matters arising from the reasonable application of the Building Regulations as defined by ABC. The exclusion applies whether or not the client or its Agents were informed in advance of the Building Regulations requirements.
- 1.6 ABC does not accept responsibility and liability for matters arising from the decisions and the timing of the decisions made by other regulatory authorities.
- 1.7 ABC will not take Building Regulation control responsibility for any construction work carried out on the project prior to its appointment and the acceptance of a valid Initial Notice.
- 1.8 ABC advises that it is unable to issue a Final or Partial Final Certificate if in the reasonable opinion of ABC the works do not comply with the Regulations.
- 1.9 ABC undertakes to respond promptly to complaints addressed to a Director at the Oaklands 103 Duffield Road Derby.
- 1.10 ABC will carry Professional Indemnity and Public Liability insurance of £1m per claim in accordance with the Government's guidelines for schemes for Approved Inspectors pursuant to Section 47(6) of the Building Act 1984. ABC's current scheme is underwritten by Lloyds Syndicate HAM 3334.
- 1.11 ABC are legally required under the Building Act 1984 to store certain information. The client agrees to the storage of this information for a minimum of 15 years. ABC are obliged to release some of this information to third parties as required by the Building Act 1984, The Building Regulations 2010 and the The Building(Approved Inspector) Regulations 2010 however this information will not be released for marketing purposes. A copy of ABC's data protection policy and GDPR obligations can be provided on request to a Director at :the Oaklands 103 Duffield Road Derby.

2. Client Obligations

- 2.1 The client undertakes to provide information to ABC to enable the timely delivery of the services, including but not limited to the following:
 - 2.1.1 The full and accurate postal address of the site.
 - 2.1.2 Planning conditions, (historic listings of the premises, previous application of Local Acts of Parliament, previous Building Regulation applications, whether approved or otherwise, details of previous works which have not received Building Regulation approval, details of outstanding enforcement actions), in so far as the information may or may not impinge on the Building Regulations application under the services.
 - 2.1.3 Plans to scale of not less than 1:1250 clearly identifying the boundaries of the ownership of the site and the dimensions and location of the proposed or existing development relative to the boundaries.
 - 2.1.4 Accurate scale drawings of the site identifying all public services including public sewers (foul and surface water) on or within 6m of the boundaries.
 - 2.1.5 One set of "as existing" plans showing the premises where the proposed work applies to an existing building.
 - 2.1.6 One full set of drawings clearly showing the proposals complying with the Building Regulations. Additional copies of the drawings are to be provided on request should they be required by other regulatory consultees. The drawings shall be revised as necessary and reissued to ABC to clearly demonstrate in the reasonable opinion of ABC, the compliance of the proposals with the Regulations.
 - 2.1.7 Copies of reports, specifications, calculations, test data and certificates, as shall be required in the reasonable opinion of ABC, to demonstrate compliance of the construction with the Regulations and as appropriate with the Local Acts of Parliament. Additional copies of the information shall be provided on request if they are required by other regulatory consultants.
 - 2.1.8 A statement giving four weeks advanced notice of the date of occupation of the premises.
 - 2.1.9 The name, address and contact for the main contractor responsible for the execution of the works, prior to the site commencement of the works.
 - 2.1.10 A statement as to whether any parts of the premises are used as private dwellings.
 - 2.1.11 The Client shall instruct the main contractor who shall be obliged to liaise and co-operate in all respects with ABC to enable the timely delivery of the services. ABC shall not be responsible for any work which is constructed and covered over without its prior knowledge and without the reasonable opportunity to inspect the works. ABC shall be provided with safe and unfettered access on the site to enable it to perform its services.

- 2.1.12 The client shall contact ABC at each stage outlined in the inspection plan in a timely fashion so as to allow ABC sufficient time to inspect each stage of the build.
- 2.1.13 ABC shall have the right to ask for and to witness tests to demonstrate compliance with the Building Regulations, the cost of such tests being borne by others. The results of the tests provided to ABC, in the form of certificates or other documentation with sufficient copies for the client and other parties.
- 2.2 The Client shall immediately inform ABC in writing of any reduction in the scope of the proposed works, cancellation of the project or delay to the construction programme of the project to enable the Building Control of the project to be administered in accordance with the revised circumstances. This may necessitate the issue of a Partial Final Certificate, or the transfer of the building control function to another organisation. ABC shall not be liable for costs or delays to the Client arising from such changes to the project, whether or not the Client was aware in advance of the requirements of the Regulations and best practice standards.
- 2.3 ABC shall not be held liable for the consequences arising from the failure of the client to provide accurate and timely information.
- 2.4 The client is advised that the Building Regulations and Approved Documents are revised from time to time, and new or amended Regulations or directions from the Office of the Deputy Prime Minister may become enforceable during the course of the project. ABC shall not accept liability for the consequences on the project of changes to the Regulatory requirements.
- 2.5 The Client shall agree that ABC can sign the initial notice on behalf of the person carrying out work.

3. Payment

- 3.1 The client shall pay ABC for the performance of the services the fees and charges in such instalments as are set out in the appointment letter.
- 3.2 All fees and expenses detailed or referred to are exclusive of VAT which, if applicable, shall be paid by the client to ABC.
- 3.3 The Client shall reimburse in addition any costs incurred in the way of disbursement fees paid to local authorities in obtaining permissions under local act(s).
- 3.4 Where the client intends to withhold payment of any amount either stated in the invoice, the client must give written notice to ABC not later than 5 days before the final date for payment, stating the amount to be withheld and the grounds for withholding payment.
- 3.5 In the event that the Client is in default over payments of amounts at the final date for payment and no notice of intention to withhold payment from such amount has been given ABC may suspend performance of any or all of the services, and Final Certificates will not be issued. This right is subject to ABC first giving the Client not less than 7 days' written notice of such intention and stating the grounds for suspension. The right to suspend performance shall cease when the Client makes payment of the amount due.

4. Termination

- 4.1 The appointment shall be terminated if the client fails to provide the information or the reasonable opportunity for site inspections such that ABC is not able to satisfy itself as to the reasonable compliance of the project with the Regulations.
- 4.2 The appointment shall be terminated if either party:
 - 4.2.1 commits an act of bankruptcy or has a receiving or administrative order made against it, and/or goes into liquidation, and/or
 - 4.2.2 becomes insolvent, and/or
 - 4.2.3 makes any arrangement with its creditors.
- 4.3 The appointment shall be terminated if ABC is unable to issue a Partial or Final Certificate within the statutory time periods laid down in the Building Act because of the non-compliance of the works to the Building Regulations.
- 4.4 ABC shall be paid its reasonable fees and costs up to the date of the termination of the appointment.

5. Additional Work

- 5.1 ABC reserves the right to charge additional fees ensuing from the following:
 - 5.1.1 Instructed changes in the service or scope of the Building Regulation controlled work.
 - 5.1.2 Material changes to the programme of the work which incur ABC in the commitment of additional resources to the project.
 - 5.1.3 Site visits arising from the works not being complete or being at variance from the drawings or not being at a stage to permit the work to be approved as complying with the Building Regulations.
 - 5.1.4 Attending to additional matters arising from the decisions of other regulatory authorities in order to secure the Building Regulation approval.
 - 5.1.5 Undertaking additional services relating to the administration and application for approval of the project under Local Acts of Parliament.
 - 5.1.6 Providing additional copies of any certificates or other relevant paper work once the project has been completed
 - 5.1.7 Submitted structural engineers calculations should be carried out by a suitably qualified structural engineer, carrying the requisite professional indemnity insurance. ABC reserve the right to charge the client for any structural engineers checking fees should any submitted calculations not meet this criteria.