

**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:

\*Date:

**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

<b>1) Building Control</b>	
Building control body name.	
Building control application number:	
<b>2) Development</b>	
Development/address/plot number(s):	
<i>Please also indicate where further phases of development are to be considered at a later date.</i>	
<b>3) Developer key person contact details</b>	
Full name:	
Company/organisation:	
Address:	
Email:	
Telephone/mobile number:	
<b>4) Network operator contact details</b>	
Contact name:	
Company/organisation:	
Address:	
Email:	
Telephone/mobile number:	
Reference number (of contract/ transaction with developer):	
<b>5) Physical infrastructure provision</b>	
<p>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?</p> <p><input type="checkbox"/> Yes. <i>Please complete section 6 of Part A</i></p> <p><input type="checkbox"/> No. <i>Please complete section 5b of Part A</i></p>	
<p>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?</p> <p><input type="checkbox"/> Yes. <i>Please complete section 6 of Part A</i></p> <p><input type="checkbox"/> No. <i>Please complete section 5c of Part A</i></p>	
<p>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?</p> <p><input type="checkbox"/> Yes. <i>Please complete section 6 of Part A</i></p> <p><input type="checkbox"/> No. <i>Please continue to Part B</i></p>	



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](http://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

### Part 1: DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

<b>Additional Work</b>	means any additional or varied services as a result of or in consequence of the matters described in clauses 8.1.1-8.1.5 and which are not already covered by the Services set out in Part 4, together with any additional or varied services instructed by the Client and agreed by the Building Control Approver.
<b>Agent</b>	means the person or company as identified as 'Agent' in item H of the Contract Details who may act on the Client's behalf in respect of this Contract.
<b>Building Act</b>	means the Building Act 1984 as amended by the Building Safety Act.
<b>Building Control Approver</b>	means Approved Building Control Ltd
<b>Building Safety Act</b>	means the Building Safety Act 2022, including the Secondary Legislation.
<b>BSR</b>	means the Building Safety Regulator under the Building Safety Act.
<b>Building Regulations</b>	means the building regulations made under the Building Act, including the Building Regulations 2010.
<b>Consumer</b>	means an individual acting for a purpose which is wholly or mainly outside that individual's trade, business, craft or profession.
<b>Contract</b>	means the agreement formed upon receiving a signed application form agreeing to these terms and conditions to commence our services as the Registered Building Control Approver
<b>Defence Costs</b>	means all costs and expenses (other than costs incurred in connection with dishonesty and fraud) which are incurred by the Building Control Approver (with prior written consent of its insurer) or its insurer in connection with the defence, investigation or settlement of any claim made against the Building Control Approver and notified under its insurance policy and in connection with any circumstances which might give rise to a claim.
<b>Domestic Client</b>	means one or more individual(s) who are owners or occupiers of a dwelling.
<b>Fee</b>	means the total amount to be paid to the Building Control Approver for the Services as specified in item I of the Contract Details.
<b>Final Certificate</b>	means a certificate in accordance with Section 51 of the Building Act.
<b>Fire Safety Claims</b>	means any claim, Defence Costs or claimant's costs and expense directly or indirectly arising out of or in any way connected to (i) the combustibility, fire protection performance, fire resistance or fire-retardant characteristics of any external cladding or roofing systems; and/or (ii) any internal fire protection systems and/or (iii) any aspect of the fire safety or fire performance of a building or structure.
<b>Force Majeure</b>	means any event outside of the Building Control Approver's control, including without limitation, war, terrorism, sanctions, prohibitions or restrictions under any laws or regulations (including any trade or economic sanction laws or regulations), acts of God, flood, drought, earthquake or other natural disaster, and any epidemic or pandemic, including any consequences thereof.
<b>HRB Work</b>	means higher risk building work as defined under the Building Act and the Higher-Risk Buildings (Descriptions and Supplementary Provisions) Regulations 2023, as such definition may be amended from time to time.
<b>Initial Notice</b>	means an initial notice to the relevant local authority notifying them of the Project under Section 47 of the Building Act.
<b>Insolvent</b>	means as defined in section 113, Housing Grants, Construction and Regeneration Act 1996.
<b>Professional Conduct Rules</b>	means the Professional Conduct Rules for Registered Building Control Approvers and the Health and Safety Executive's Building Control Professional Codes and Standards.





<b>Professional Team</b>	means any other party appointed by or to be appointed by the Client and/or the Agent on its behalf in addition to the Building Control Approver to provide services and/or works in relation to the Project.
<b>Relevant Event</b>	means: (a) any change in any law, order, rules, regulations, codes of practice and/or decisions of a government body (including any changes required as a result of and/or in relation to the Building Safety Act and/or any consequences thereof), and/or (b) the UK no longer being a member state of the EU (including the continuing consequences of the UK having left the EU), and/or any trade agreement between the UK and any country being entered into, abandoned, or delayed.
<b>Secondary Legislation</b>	means the secondary legislation enacted under the Building Safety Act, including, but not limited to, The Building (Approved Inspectors etc. and Review of Decisions) (England) Regulations 2023, the Higher-Risk Buildings (Descriptions and Supplementary Provisions) Regulations 2023 and the Building (Registered Building Control Approvers etc.) (England) Regulations 2024.
<b>Services</b>	means the services listed in Part 4 of this Contract.
<b>Statutory Functions</b>	means the duties of a Building Control Approver under the Building Act, the Building Safety Act and any regulations made under these Acts and formal guidelines issued by a government department.



## Part 2: CONDITIONS

### 2. General

- 2.1. In these Terms and Conditions, unless the context otherwise requires:
- 2.1.1. the word 'include' and any derivations of it shall be construed without limitation;
  - 2.1.2. the singular shall include the plural and vice versa; and
  - 2.1.3. 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.
- 2.2. These Terms and Conditions shall commence and take effect on the date the Building Control Approver first commenced the Services.
- 2.3. These Terms and Conditions are governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.
- 2.4. The Contract shall constitute the entire agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to or connected with the Contract and/or the Services (whether oral or in writing).

### 3. Building Control Approver's general obligations

- 3.1. The Building Control Approver shall carry out the Services and any Additional Work using reasonable skill, care and diligence in accordance with these Terms and Conditions. Notwithstanding any other provision of these Terms and Conditions : (i) the Building Control Approver shall have no greater obligation under or in connection with this Control than to exercise reasonable skill, care and diligence and (ii) nothing in these Terms and Conditions or otherwise shall impose any obligation, warranty or guarantee (whether express or implied) on or from the Building Control Approver that the Services and/or any Additional Work shall be suitable or fit for any specified purpose.
- 3.2. The Building Control Approver shall exercise the standard of skill and care required by clause 3.1 in performing the Services and any Additional Work to have due regard to the Professional Conduct Rules and, where possible, to any programme for the Project (as amended from time to time and provided to the Building Control Approver in writing).
- 3.3. The Building Control Approver shall have no responsibility and/or liability under or in connection with these Terms and Conditions for the performance and/or the supervision of any member(s) of the Professional Team in relation to the Project and the Building Control Approver shall have no responsibility and/or liability in respect of quality control of the works.
- 3.4. The Building Control Approver shall have no responsibility and/or liability for any failure by the Client or any member(s) of the Professional Team to comply with their obligations under the Building Safety Act. Any delay arising as a result of such failure shall entitle the Building Control Approver to an additional fee and extension of time in accordance with clause 8.3.
- 3.5. Where, prior to the date of the Contract, the Client had previously appointed a party to undertake services the same or substantially similar to the Services in respect of the Project, the Client shall provide (or procure that others in the Professional Team provide) prior to commencement of the Services such information, designs and materials previously prepared or provided by the relevant party to the Building Control Approver as required for the Building Control Approver to perform the Services. The Building Control Approver shall be entitled to rely on any such information, designs, reports or other materials provided to it by or on behalf of the Client (whether or not the same was prepared by or on behalf of the Client).
- 3.6. The Building Control Approver shall not be responsible and/or liable for (i) the use of any information, and/or (ii) any inaccuracy, discrepancy, errors, or omissions contained in any materials and/or information, provided to the Building Control Approver pursuant to clause 3.5.

### 4. Client's information and obligations

- 4.1. The Client shall provide, or procure that other duty holders under the Building Safety Act provide, such information, documents, assistance and approvals as the Building Control Approver reasonably requires or requests from time to time in order to facilitate the timely provision of the Services and any Additional Work and to allow the Building Control Approver to comply with its obligations under the Building Safety Act.





- 4.2. The Client shall be responsible for safe access to the Project being provided when the Building Control Approver reasonably requires it and shall procure such access and certification from any consultant, contractor or sub-contractor as is reasonably requested by the Building Control Approver.
- 4.3. The Client shall give the Building Control Approver not less than 7 days' written notice before any works forming part of the Project are commenced and shall keep the Building Control Approver regularly informed of the progress of the Project.
- 4.4. The Client shall give advance written to the Building Control Approver at any stage at which an inspection by the Building Control Approver is required.
- 4.5. The Client shall provide in a timely manner drawings and specifications including Site and block plans at not less than 1:1250 scale, showing all public services on or within 6 metres of the boundaries, and in sufficient detail to facilitate the proper serving of the Initial Notice and other legal documents as may be necessary.
- 4.6. The Client shall ensure that the details submitted on the application form are correct and this information is received in sufficient time to allow the building control approver to submit the initial notice prior to submission to the relevant local authority not less than 5 working days before works commence on Site.
- 4.7. The Client will notify the Building Control Approver in writing of any Agent appointed to act on its behalf and of any change or dismissal of the Agent. Where the Client appoints an Agent to act on its behalf, the Client confirms that the Agent is authorised to sign the Initial Notice (and or any other Notice) on its behalf wherever signed by the Agent.
- 4.8. The Client shall notify the Building Control Approver immediately if it does not consider itself to be, or ceases to be, the person carrying out the works for the purposes of the Building Regulations and will confirm the identity of the person carrying out the works to the Building Control Approver. The Client will procure the necessary consents and approvals from any other person carrying out the works in a timely manner to enable the Building Control Approver to perform the Services and any Additional Work.
- 5. Design, permits and approvals**
- 5.1. The Client shall be entirely responsible for the design, construction and management of the Project.
- 5.2. The Client shall be entirely responsible for obtaining and implementing all necessary permits, licences, consents and approvals, unless the Parties have otherwise agreed in writing and provided always that the obtaining and implementing of any necessary permits, licences, consents and approvals by the Building Control Approver shall be deemed Additional Work for the purposes of this Contract.
- 6. Compliance with Building Regulations**
- 6.1. The Client and not the Building Control Approver shall be responsible for the Project's compliance with the Building Regulations. The Services do not include and the Building Control Approver 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.
- 6.2. The Building Control Approver 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 to the Building Control Approver by the Client 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.
- 6.3. The Building Control Approver shall not be responsible and/or liable to any party under or in connection with the Contract for any delay in issuing the Final Certificate and shall not be responsible and/or liable for any additional fees that are payable to the relevant local authority and/or any other costs, as a result of the Building Control Approver being unable to issue a Final Certificate at any time.
- 7. Payment**
- 7.1. The Client shall pay the Building Control Approver the Fee for the Services together with any additional fees incurred and any expenses, disbursements and charges.
- 7.2. The Building Control Approver shall submit invoices to the Client in accordance with the appointment letter contained within the instruction pack issued to the client.



- 7.3. The Fee together with any additional fee incurred pursuant to clause 8 and any expenses, disbursements and charges shall become due on the date of submission of the Building Control Approver's invoice (the "**Due Date**"). The Building Control Approver's invoice shall specify the sum it considers is due on the payment Due Date and the basis on which that sum is calculated.
- 7.4. The final date for payment of any sum due under the Contract shall be 28 days after the Due Date (the "**Final Date for Payment**").
- 7.5. The sum stated as being due in the Building Control Approver's invoice shall be paid by the Final Date for Payment unless the Client has not later than seven (7) days before the Final Date for Payment given notice that it intends to pay less specifying the sum that the Client considers to be due on the date the notice is served and the basis on which the sum is calculated (the "**Pay Less Notice**"). The sum stated as due in any Pay Less Notice shall be paid on or before the Final Date for Payment.
- 7.6. Any sum due under the Contract which is not paid by the Final Date for Payment shall carry interest at 8% above the Bank of England official dealing rate applicable from the Final Date for Payment until the date on which payment is made.
- 7.7. In the event that any sum is not paid on or before the Final Date for Payment in accordance with this clause 8 the Building Control Approver shall be entitled to:
- 7.7.1. Suspend performance of all or any part of the Services by giving not less than 7 days' notice in writing to the Client stating the ground or grounds on which it intends to suspend performance unless, where applicable, the Client has given a valid Pay Less Notice; and/or
- 7.7.2. Terminate the Contract immediately by notice in the event the Client has not paid any sums due and outstanding to the Building Control Approver in accordance with this clause 7 within 30 days of written notice from the Building Control Approver requiring such sums to be paid.
- 7.8. The Building Control Approver's right to suspend performance of all or any part of the Services shall cease when the Client makes payment in full of any sums owed to the Building Control Approver in accordance with this clause 7.
- 7.9. The Building Control Approver shall be entitled on an annual basis to review and revise, in accordance with the Office of National Statistics Consumer Prices Index, its rates issued within the instruction pack or, if none are stated, the Building Control Approver's standard rates applicable at the relevant time. The Fee and any additional fee shall be calculated in accordance with the rates as revised under this clause and the Building Control Approver shall be paid in accordance with such revised rates and Fee.
- 8. Changes to the Project and Additional Work**
- 8.1. The Building Control Approver shall notify the Client in writing as soon as reasonably possible if it becomes aware that any Additional Work will be required, because of:
- 8.1.1. Changes in the design, size, scope or complexity of the Project;
- 8.1.2. Changes in the timing or programming of the Project including without limitation delay, disruption and/or prolongation to the Project and/or Services;
- 8.1.3. A failure by the Client to comply with its obligations under these terms and conditions;
- 8.1.4. Additional meetings and/or visits and/or other work is required; and/or
- 8.1.5. Any change in law (including without limitation any changes required as a result of and/or in relation to the Building Regulations and/or the Building Act and/or Building Safety Act and/or any consequences thereof).
- 8.2. Where the Client instructs the Building Control Approver to undertake Additional Work, the Client shall pay the Building Control Approver on a time charge basis for undertaking the Additional Work, at the rates of £150 (+VAT) per hour and the Building Control Approver shall be entitled to a fair and reasonable adjustment to any agreed programme for performing the Additional Work. The Building Control Approver may include the charge in the next payment instalment after the Additional Work (or part of it) has been performed.



8.3. Notwithstanding the foregoing, if due to circumstances outside of the Building Control Approver's control there are changes in the timing or programming of the Services and/or any Additional Work, or if the Building Control Approver is delayed, disrupted or prolonged in all cases for reasons other than the Building Control Approver's default, then the Client shall pay the Building Control Approver on a time charge basis for the additional work undertaken by the Building Control Approver as a result of the change in the timing or programming of the Services and/or any Additional Work or as a result of any delay, disruption or prolongation, at the rates of £150+VAT per hour and the Building Control Approver shall be entitled to a fair and reasonable adjustment to any agreed programme.

**9. Intellectual Property**

9.1. The intellectual property rights in all documents produced and/or prepared by the Building Control Approver under or in connection with these Terms and Conditions (the "Documents") shall vest or remain vested in the Building Control Approver. Subject to payment in full by the Client of all sums owed to the Building Control Approver under these Terms and Conditions, the Building Control Approver grants to the Client an irrevocable, non-exclusive, royalty free licence to copy and use the Documents for any purpose related to the Project.

9.2. The Building Control Approver shall not be liable for any use of any of the Documents for any purpose other than that for which they were prepared and provided by the Building Control Approver.

**10. Insurance**

10.1. The Building Control Approver shall, provided it is available at commercially reasonable rates and on commercially reasonable terms, maintain professional indemnity insurance and public liability insurance with such aggregate limit of indemnity as is sufficient to cover its liability under these Terms and Conditions, subject to any limitations, exceptions and/or exclusions from cover as are commonly included in professional indemnity insurance and public liability insurance policies.

**11. Assignment and subcontracting**

11.1. Neither Party may assign its rights and/or benefits under these Terms and Conditions without the prior written consent of the other Party. The Building Control Approver may subcontract any part of the Services and/or any Additional Work, with the prior approval of the Client, such approval not to be unreasonably withheld or delayed.

**12. Rights of third parties**

12.1. A person who is not a party to the Contract may not by virtue of the Contracts (Rights of Third Parties) Act 1999 enforce any of its terms.

12.2. It is agreed and acknowledged that the Building Control Approver 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.

12.3. The Building Control Approver shall not be required to comply with any agreement between the Client and any third party and the Building Control Approver shall have no obligations and/or liabilities arising out of or in connection with any agreement between the Client and any third party.

**13. Termination and discharge**

13.1. The Client may terminate the Contract forthwith by written notice to the Building Control Approver if:

13.1.1. The Building Control Approver is in material breach of its obligations under the Contract and has failed to remedy the breach within 28 days of the Client notifying the Building Control Approver of the same; or

13.1.2. The Building Control Approver becomes Insolvent.

13.2. The Building Control Approver may terminate the Contract forthwith by written notice to the Client if:

13.2.1. The Client is in breach of its obligations under the Contract and has failed to remedy the breach within 28 days of the Building Control Approver notifying the Client of the same;

13.2.2. The Building Control Approver is prevented or impeded in performing the Services as a result of (i) Force Majeure and/or (ii) a Relevant Event;

13.2.3. The Client becomes Insolvent;



- 13.2.4. The Building Control Approver reasonably believes that it will not be in a position to issue a Final Certificate;
- 13.2.5. The Building Control Approver considers that there is a conflict between its obligations under the Contract and the Statutory Functions;
- 13.2.6. The Building Control Approver considers that it is necessary to cancel the Initial Notice under Section 52(1) of the Building Act 1984;
- 13.2.7. The Building Control Approver is unable to maintain professional indemnity insurance and/or public liability insurance as required under this Contract;
- 13.2.8. The BSR suspends, terminates or places restrictions on the Building Control Approver's registration which prevents the Building Control Approver from carrying out the Services or from undertaking any Additional Work instructed pursuant to clause 8; and/or
- 13.2.9. The Project constitutes or involves HRB Work.
- 13.3. Following any notice of termination by the Building Control Approver or the Client, the Building Control Approver is entitled to:
- 13.3.1. Write to the relevant local authority (with a copy to the Client) cancelling the Initial Notice, in which case the Building Control Approver functions will revert to the relevant local authority or to a different Building Control Approver, as may be notified by the Client, and the Building Control Approver will be discharged from all requirements to complete the Services or any Additional Work; and/or
- 13.3.2. Except in the case of termination under clause 13.1.2 or 13.2.8 or 13.2.9, at the Building Control Approver's discretion, issue a Final Certificate in respect of part of the works forming part of the Project.
- 14. Consequences of termination**
- 14.1. If the Contract has been terminated, the Client shall pay to the Building Control Approver all sums owed under the Contract in respect of Services and/or Additional Work carried out up to the date of termination and not previously paid to the Building Control Approver by the Client at the date of termination along with any costs or expenses incurred by the Building Control Approver as a result of termination where the Contract is terminated in accordance with clauses 7.8 and/or 13.2.
- 14.2. Termination of the Contract shall not affect any rights or remedies of the Client or the Building Control Approver which exist at the date of termination.
- 15. Limitations of liability**
- 15.1. Nothing in this clause 15 shall limit the Building Control Approver's liability for negligence resulting in death or personal injury and/or for fraud or fraudulent misrepresentation.
- 15.2. Notwithstanding anything to the contrary contained in the Contract and these Terms and Conditions without prejudice to any other provision of the Contract and these Terms and Conditions whereby the Building Control Approver's liability is excluded or limited to a lesser amount, the Building Control Approver's total aggregate liability (including, without limitation, legal costs and interest) under or in connection with the Contract and these Terms and Conditions, whether in contract, 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.
- 15.3. Subject to clause 15.2, the Building Control Approver's liability (including, without limitation, legal costs and interest) under or in connection with these Terms and Conditions in respect of Fire Safety Claims shall be limited to the amount, if any, recoverable by the Building Control Approver by way of indemnity against the Fire Safety Claim in question under the Building Control Approver's professional indemnity insurance policy in force at the time that the Fire Safety Claim is notified.
- 15.4. The Building Control Approver shall have no liability whatsoever and however so arising out of or in connection with war, civil disorder, terrorism, mould, spores, asbestos, pollution and/or contamination and any fitness for purpose requirement in relation to the Project.





- 15.5. The Building Control Approver shall not be liable for any loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, wasted management time, loss of anticipated savings, loss of, damage to or corruption of data, or for any special, indirect or consequential loss or damage of any kind, in each case howsoever arising, whether foreseeable or in the contemplation of the Parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise.
- 15.6. The Building Control Approver's liability to the Client under or in connection with these Terms and Conditions shall not exceed such sum as it would be just and equitable for the Building Control Approver to pay having regard to the extent of the Building Control Approver's responsibility for the loss and/or damage and on the assumption that all members of the Professional Team and/or other persons involved in the Project have paid to the Client such sums as it would be just and equitable for them to pay.
- 15.7. Without prejudice to any shorter statutory limitation period, no action, claim or proceedings arising out of or in connection these Terms and Conditions (howsoever arising) shall be commenced, and the Building Control Approver shall have no liability for a claim arising out of or in connection with the Contract (howsoever arising) after the expiry of six years from the date of completion of the Services or the termination of the Contract, whichever is earlier.
- 16. Force Majeure and Relevant Events**
- 16.1. If as a result of (i) a Relevant Event, and/or (ii) any Force Majeure, any Additional Work is required to be carried out by the Building Control Approver, the Client shall pay the Building Control Approver on a time charge basis for the Additional Work undertaken by the Building Control Approver as a result of the Relevant Event and/or Force Majeure, at the rates of £150+VAT per hour and the Building Control Approver shall be entitled to a fair and reasonable adjustment to the programme to reflect any delay and/or disruption as a result of the Relevant Event and/or any Force Majeure.
- 16.2. If any Relevant Event and/or Force Majeure prevents or significantly impedes the performance by the Building Control Approver of the Services and/or any Additional Work these Terms and Conditions, materially impacts the performance of the Services and/or Additional Work and/or materially increases the cost of performing the Services and/or any Additional Work, the Building Control Approver may forthwith by written notice terminate the Contract.
- 16.3. The Building Control Approver shall not be in breach of the Contract and shall have no liability under or in connection with the Contract as a result of (i) any act, omission, or default, (ii) any failure to perform the Services and/or Additional Work in accordance with the Contract (iii) any prolongation or delay to the Services and/or Additional Work, and/or (iv) any termination of the Building Control Approver's appointment under the Contract, to the extent that any of the preceding is caused or contributed to by any Relevant Event and/or Force Majeure.
- 16.4. The existence of a Relevant Event and/or Force Majeure shall not relieve the Client from any obligation to make payment to the Building Control Approver under the Contract.
- 17. Consumer Clients**
- 17.1. Where the Client is a Consumer, the Client shall have the right to cancel the Contract for any reason by sending the Building Control Approver notice of cancellation within 14 days of the submission of the initial notice. If the Client has instructed the Building Control Approver to perform Services and/or Additional Work at any time before the expiry of the 14-day period provided for in this clause, the Client shall pay the Building Control any Fee and/or any expenses incurred up to the date the Building Control Approver received the notice of cancellation of the Contract.
- 18. Notices**
- 18.1. The Client and the Building Control Approver 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 specified in the Contract Details or any other address notified by the Party.
- 19. Disputes and complaints**
- 19.1. If the Client is not satisfied with the Building Control Approver's performance of the Services or any Additional Work, it may ask the Building Control Approver to implement the Building Control Approver's complaints handling procedure. The Building Control Approver shall provide a copy of the procedure on request.
- 19.2. The Client and the Building Control Approver 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. Subject to clause 15.7, either Party may, at any time, commence court proceedings to resolve any dispute.



### Part 3: SCHEDULE OF SERVICES

Exercising the reasonable skill and care set out in clause 3.1, the Building Control Approver shall undertake the following services:

<b>Instructions</b>	Receive instructions brief and necessary documentation from the Client. Advise on procedure and programme for Building Regulation certification.
<b>Initial Notice</b>	Submit an Initial Notice(s) to relevant local authorities and copy to the Client.
<b>Assessment of plans</b>	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.
<b>Statutory consultations</b>	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.
<b>Plans certificate</b>	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.
<b>Inspection notification</b>	Prepare an inspection and intervention plan (IIP) and if requested provide a copy to the Client.
<b>Framework</b>	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).
<b>Final certificate</b>	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.
<b>Negotiations</b>	Assist with negotiations and applications for approvals under local Acts
<b>Design Team Meetings</b>	Attend design team meetings, as agreed.
<b>Consultation</b>	Undertake further consultations, as agreed.
<b>Site Meetings</b>	Attend site meetings, as agreed.
<b>Further Inspection</b>	Make further inspections of the site over and above those identified in the inspection plan as agreed within the appointment letter
<b>Outside Tests</b>	Witness tests outside the site, as agreed.
<b>Plans</b>	Participate in assessing plans by electronic means (such as web collaboration tools or building information modelling).
<b>Specialist Studies</b>	Assist with advice on need for specialist studies and surveys of site.