

TERMS & CONDITIONS OF APPOINTMENT

1. The registered building control approver, Thames Building Control Ltd, agrees to provide the services required of a Building Control Body, as set out by The Building Act 1984 and The Building (Registered Building Control Approvers etc.) (England) Regulations 2024 for the remuneration quoted for the project.
2. We agree to provide the necessary building control services upon receipt of a valid application form, including your acceptance of the following terms and conditions and the ABCA Contract for the Appointment of a Building Control Approver First Edition 2024 or the ABCA Short Form Contract for the Appointment of a Building Control Approver First Edition for the appointment of a registered building control approver [Thames Building Control Ltd].¹
3. We will be entitled to invoice you for the plan assessment fee and site inspection fee or a combined fee which is to be paid, in full on presentation. Please refer to items 4 & 5 below for payments made in instalments.
4. Where the total Plan Assessment fee is greater than £2,500 + VAT, we can invoice you (subject to agreement) the fee in instalments, but not less than £1,500 + VAT. The first invoice will be raised on processing the Initial Notice.
5. Where the total Site Inspection fee is greater than £3,000 + VAT, we can invoice you (subject to agreement) the fee in instalments, but not less than £1,500 + VAT. The first instalment must be paid prior to our first site inspection.
6. We will not refund invoices paid by the Client &/or Dutyholders for our building control function due to failure in complying with item [7] or where the Initial Notice has expired, in accordance with The Building (Registered Building Control Approvers etc.) (England) Regulations 2024, The Building (Approved Inspectors etc.) Regulations 2010 or in accordance with Section 52 & 53 of The Building Act 1984.
7. We reserve the right to cancel the Initial Notice and issue an invoice for all work undertaken, including any additional costs occurred by us, due to non-payment of our invoices, and/or unresolved contraventions in accordance with The Building Act 1984 and/or failure to provide sufficient plans/drawings and calculations or any requested information, commissioning certificates or failure in replying to our communications.
8. All invoices due in accordance with these payment terms, which remain unpaid after 28 days, shall carry interest at 5% above the Bank of England official dealings rate, applicable from the final date for payment until the date on which payment is made. This is applicable to all applications, including domestic clients.
9. The Client &/or Dutyholders hereby agree to provide such drawings, details and a site location plan (when applicable) as required to enable submission of an Initial Notice by the registered building control approver. An administration charge of £150+vat will apply for amending the Initial Notice [Amended Notice] due to incorrect details provided by the Client or Dutyholders or change of Dutyholders. Amendment Notices relating to additional work will be subject to the administration charge plus each additional inspection, charged at £150+vat per hour.
10. The Client &/or Dutyholders hereby agree to provide such drawings and details as required to enable the proposed work to be assessed for compliance with the Building Regulations and carry out the necessary site inspections. It is the responsibility of the Client &/or Dutyholders to provide all relevant revised drawings, including structural calculations for any alterations to the original submission. If formal written re-assessments are requested, an additional charge of £150+vat per hour will apply. Failure in providing revised drawings, details or calculations could affect the validity of the Final Certificate.

11. The registered building control approver service offered includes providing the necessary documentation to the Local Authority and undertaking one compliance assessment of the submitted plans and details supplied by the Client &/or Dutyholders. If a Plans Certificate is requested by the Client, a charge of £150+vat per hour will apply. We will consult with the Statutory Authorities as necessary (namely the Fire and Rescue Authority and Sewerage Undertakers). We will carry out site inspections, in accordance with the inspection plan to observe compliance with the Building Regulations and issue a Final Certificate upon satisfactory completion of the work.
12. Site inspections are limited to the project type and our inspection plan. It is the responsibility of the Client &/or Dutyholders or the subcontractor to arrange through our office all required site inspections, providing a minimum 48-hour notice in advance. An additional charge of £150+vat per hour will apply for revisiting the site due to non-compliant matters, the building work not ready for our inspection, has been covered over prior to our inspection or no access available to satisfactorily complete our site inspection.
13. The registered building control approver will ensure satisfactory insurance cover.
14. Notwithstanding anything to the contrary in this Agreement, the liability of Thames Building Control Ltd under or in connection with this Agreement whether in contract in tort or in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed in aggregate a multiple of five times the total fee, [or as otherwise stated] payable by Thames Building Control Ltd, to the Client or persons on behalf of the Client.
15. Thames Building Control Ltd will not process personal data onto third parties, other than for the purpose of carrying out our statutory building control duties in accordance with section 56 of the Building Act 1984, which requires us to provide notice or certificates onto the relevant Local Authority.
16. Thames Building Control Ltd will retain full records of design assessment philosophy for future reference and continuity of control, including submitted plans and details, consultations and communications for a minimum of 15 years. Thames Building Control Ltd are fully compliant with the Data Protection Legislation.
17. Thames Building Control Ltd shall not be responsible for the supervision of any contractor or subcontractor, including any liability for ensuring the performance or adequate standards of workmanship of any contractor or subcontractor.
18. It is the responsibility of the person procuring the work [the Client] and all Dutyholders, or subcontractor to install and complete the work fully in accordance with the submitted architectural, structural and associated design and any conditions we have included within our compliance assessment report.
19. An administration charge of £125+vat will apply for serving a Cancellation Notice. We will refund the building control fee payment, less the above administration charge and all work carried out by us, including assessments, consultations and inspections prior to the cancellation being requested in writing by the named person on the Initial Notice.

1 - Please refer to our website link to view the two versions of the new first edition ABCA Contracts for the Appointment of a Building Control Approver: <https://www.thamesbuildingcontrol.co.uk/>

GENERAL SCOPE OF SERVICE

We shall undertake the following services in accordance with our quality ISO9001:2015 procedures

1. Serve an Initial Notice on the Local Authority.
2. Liaise as necessary with design consultants to ensure compliance with the Building Regulations.
3. Consult with the local Fire Authority where required on the proposed fire strategy and provide the designated persons their response.
4. Retain full records of design assessment philosophy for future reference and continuity of control.
5. Assess main design plans and documents and provide compliance report detailing compliance and non-compliance to the designated persons.
6. Assess amendments throughout the scheme and provide written feedback on compliance and noncompliance to the designated persons.
7. Issue a Plan Certificate for the scheme, if requested (subject to additional charges).
8. Consult with sewerage undertakers and other similar authorities, where required and provide the designated persons their response.
9. Provide advice on Local Acts where relevant to Building Regulations.
10. Liaise with the contractor/designated person to understand the build program and carry out reasonable and sufficient site inspections, in accordance with the inspection plan.
11. Identify non-compliance work promptly to the responsible persons.
12. Issue a Final Certificate to the Local Authority and designated persons upon satisfactory completion of the work, in accordance with The Building (Registered Building Control Approvers etc.) (England) Regulations 2024.
13. Provide on request our complaints procedure.

Please note the services do not include:

1. Providing quality control of the building work.
2. Providing a clerk of works or project management service, monitoring every stage of the construction / building work.
3. Providing design advice, providing a service to address issues such as the finish and aesthetics of the work.
4. Providing a service to offer contractual protection between the person carrying out the building work and the parties engaged in the design and/or construction of such work.
5. Responsibility for the supervision of any contractor / subcontractor undertaking the building work or providing a guarantee of compliance with The Building (Registered Building Control Approvers etc.) (England) Regulations 2024. The appointment of Thames Building Control Ltd will not remove the obligation of the person carrying out the work &/or all Dutyholder to achieve Building Regulation compliance.