

TERMS & CONDITIONS OF ENGAGEMENT

The Approved Inspector, 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 (Approved Inspectors etc) Regulations 2010** for the remuneration quoted for the project.

1. Upon receipt of an application form, including acceptance of our T&C's we will commence work on the project.
2. We will be entitled to invoice you for the plan assessment fee and site inspection fee or a combined fee which must be paid in full on presentation. Please refer to item 3 & 4 below which relate to fees being paid in installments.
3. Where the total Plan Assessment fee is greater than £2,000 + VAT, we will invoice you the fee in installments, but not less than £1,000 + VAT. The first invoice will be raised on processing the Initial Notice.
4. Where the total Site Inspection fee is greater than £2,000 + VAT, we will invoice you the Site Inspection fee in installments, but not less than £1,000 + VAT. The first installment must be paid prior to our first site inspection.
5. 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 any requested information, commissioning certificates or failure in replying to our communications.
6. Invoices due in accordance with these payment terms, which remain unpaid after seven 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.
7. The Client/Agent hereby agrees to provide such drawings and details as required to enable submission of an Initial Notice and full plans assessment by the Approved Inspector. A charge of £100+vat will apply for amending the Initial Notice [Amended Notice] due to incorrect details provided by the Client or Agent.
8. The Client/Agent also agrees to provide such drawings and details as required to enable the proposed work to be checked for compliance with the Building Regulations and carry out the necessary site inspections. It is the responsibility of the client/agent to provide relevant revised drawings and structural calculations for any alterations to the original submission drawings and structural calculations as this could affect the validity of the Final Certificate.
9. The Approved Inspector service offered includes providing the necessary documentation to the Local Authority/ and: Undertake a compliance assessment of the submitted plans and details supplied by the Client/Agent and issuing a Plans Certificate if so requested by the Client or Agent. Consult with the Statutory Bodies as necessary (namely the Fire Authority and Sewerage Undertakers). Undertake site inspections to check compliance with the Building Regulations and issuing a Final Certificate upon satisfactory completion of work.
10. The Approved Inspector will ensure satisfactory insurance cover.
11. 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.
12. Upon accepting the above Terms & Conditions you also agree to accept the conditions of contract as detailed within the CIC & Association of Consultant Approved Inspectors contract for the appointment of an approved inspector [Thames Building Control Ltd] under the Building Act 1984 - 2nd Edition ISBN 1 898671 42 7

GENERAL SCOPE OF SERVICE

Following our Appointment, we undertake to:

- Serve an Initial Notice on the Local Authority.
- Liaise as necessary with design consultants to ensure compliance with the Building Regulations.
- Consult with the local Fire Authority where required on the proposed fire strategy and notify them of any significant departures from the design.
- Retain full records of design assessment philosophy for future reference and continuity of control.
- Assess main design plans and documents and provide compliance report detailing compliance and non-compliance to the designated persons.
- Assess amendments throughout the scheme and provide written feedback on compliance and non-compliance to the designated persons.
- Issue a Plan Certificate for the scheme if requested.
- Consult with sewerage undertakers and other similar bodies where required, to ensure the design satisfies their requirements and notify such bodies of any significant departures from the design.
- Provide advice on Local Acts where relevant to Building Regulations.
- Provide on request our complaints procedure.

Following Commencement of Site Works, we undertake to:

- Liaise with the contractor/designated persons to understand the build programme and to set out an Inspection Plan.
- Carry out unannounced and announced site inspections in accordance with the inspection plan and (when requested by the client/agent) respectfully.
- Identify non-compliance work promptly to the responsible persons and indicate measures believed necessary to remedy contraventions.
- Issue a Final Certificate to the Local Authority, Fire Service and designated persons where we are satisfied that the scheme meets compliance with the Building Regulations.
- Provide on request a Final Certificate for insertion into the Health & Safety File for handover to the employer upon completion of the project.