

## TERMS & CONDITIONS OF APPOINTMENT

1. 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.
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 Construction Industry Council (CIC) -Association of Consultant Approved Inspectors form of contract, second edition 2013, for the appointment of an Approved Inspector [Thames Building Control Ltd].<sup>1</sup>
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 item 3 & 4 below for payments made in instalments.
4. Where the total Plan Assessment fee is greater than £2,000 + VAT, we will invoice you the fee in instalments, but not less than £1,000 + VAT. The first invoice will be raised on processing the Initial Notice.
5. Where the total Site Inspection fee is greater than £2,000 + VAT, we will invoice you the Site Inspection fee in instalments, but not less than £1,000 + VAT. The first instalment must be paid prior to our first site inspection.
6. 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.
7. 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.
8. The Client &/or Agent hereby agrees to provide such drawings, details and a site location plan (when applicable) as required to enable submission of an Initial Notice 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.
9. The Client &/or Agent hereby agrees 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 agent to provide all relevant revised drawings, including structural calculations for any alterations to the original submission. Failure in providing revised drawings, details or calculations could affect the validity of the Final Certificate.

10. 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 &/or Agent. We will issue a Plans Certificate if requested by the Client or Agent. We will consult with the Statutory Authorities as necessary (namely the Fire Authority and Sewerage Undertakers). We will carry out site inspections to observe compliance with the Building Regulations and issue a Final Certificate upon satisfactory completion of work.
11. The Approved Inspector will ensure satisfactory insurance cover.
12. Notwithstanding anything to the contrary in [*this Agreement*], the liability of Thames Building Control Ltd [the consultant] under or in connection with [*this Agreement*] whether in contract or in tort [*delict*], in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed in aggregate the sum of [Insert Amount].  
  
If no amount is inserted above, the liability of Thames Building Control Ltd [the consultant] shall not exceed in aggregate a multiple of ten times the total of the fees payable to Thames Building Control Ltd, [*the Consultant*] by [*the Client, or persons on behalf of the Client*].
13. 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.

1 - Please refer to the below link to view the CIC/ACAI form of contract

<http://cic.org.uk/admin/resources/07-approved-inspectors-contract-for-appointment.pdf>

## 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 noncompliance to the designated persons.
- Issue a Plan Certificate for the scheme, if requested.
- Consult with sewerage undertakers and other similar authorities, where required, to ensure the design satisfies their requirements and notify such authorities 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 program 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 and designated persons upon satisfactory completion of the work, in accordance 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.