

## FORM OF AGREEMENT

### Part One – Project Team Appointments – Each Section Must Be Completed • Denotes Essential Information

#### •Client Details (Must Be Property Owner or Person Procuring The Work e.g. Tenant, Lease Holder)

•Please Select Client Type (refer to guide): Domestic Client ☐ / Client ☐

|           |                      |                 |                      |
|-----------|----------------------|-----------------|----------------------|
| Contact:  | <input type="text"/> | Company Name:   | <input type="text"/> |
|           |                      | (if applicable) |                      |
| Address:  | <input type="text"/> |                 |                      |
| Postcode: | <input type="text"/> | Tel:            | <input type="text"/> |
|           |                      | Email:          | <input type="text"/> |

#### •Client Appointed Principal Designer / To Be Appointed At A Later Date ☐ / Will Not Be Appointed ☐

|           |                      |        |                      |
|-----------|----------------------|--------|----------------------|
| Name:     | <input type="text"/> |        |                      |
| Address:  | <input type="text"/> |        |                      |
| Postcode: | <input type="text"/> | Tel:   | <input type="text"/> |
|           |                      | Email: | <input type="text"/> |

#### •Client Appointed Principal Contractor / To Be Appointed At A Later Date ☐ / Will Not Be Appointed ☐

|           |                      |        |                      |
|-----------|----------------------|--------|----------------------|
| Name:     | <input type="text"/> |        |                      |
| Address:  | <input type="text"/> |        |                      |
| Postcode: | <input type="text"/> | Tel:   | <input type="text"/> |
|           |                      | Email: | <input type="text"/> |

#### •Client Appointed Project Manager - Agent / To Be Appointed At A Later Date ☐ Will Not Be Appointed ☐

|           |                      |        |                      |
|-----------|----------------------|--------|----------------------|
| Name:     | <input type="text"/> |        |                      |
| Address:  | <input type="text"/> |        |                      |
| Postcode: | <input type="text"/> | Tel:   | <input type="text"/> |
|           |                      | Email: | <input type="text"/> |

#### •Client Appointed Structural Engineer / To Be Appointed At A Later Date ☐ / Will Not Be Appointed ☐

|           |                      |        |                      |
|-----------|----------------------|--------|----------------------|
| Name:     | <input type="text"/> |        |                      |
| Address:  | <input type="text"/> |        |                      |
| Postcode: | <input type="text"/> | Tel:   | <input type="text"/> |
|           |                      | Email: | <input type="text"/> |

#### Important Information – Client Appointments of Principal Designer and Principal Contractor

If a Domestic Client fails to appoint a Principal Contractor and Principal Designer, as per Regulation 11D, then these roles automatically default as follows:

- (a) The designer in control of the design phase of the project is the Principal Designer;
- (b) The contractor in control of the construction phase of the project is the Principal Contractor

The majority of Commercial Clients will have these appointments in place, however if not appointed the Client can temporarily undertake these roles until appointments are made, please refer to Regulation 11D – The Building Regulations etc. (Amendment) (England) Regulations 2023.

In all cases the duty holders must be aware of their responsibilities; this will include the need to provide Compliance Declarations at the end of the project.

## Part Two – Project Information

### •Proposed Work (Example: single storey rear and side extension at dwelling)

The client wishes to appoint the Approved Inspector as an Approved Inspector under the Building Act 1984  
In connection with:

### Location of Proposed Work (Leave Blank If Same as Clients Address)

Address:

Postcode:

(‘The project’) and the Approved Inspector has agreed to provide the services for the project on the terms set out in this contract.

1.1 • Anticipated project commencement date (refer to guide) is:

1.2 • Anticipated project duration in weeks is:

1.3 If the project does not involve a new build or ground floor extension then the following must be completed.  
Client to advise details of work which they consider to amount to 15% of the proposed work (refer to guide).

1.4 The company providing professional indemnity insurance in accordance with clause 3-7 is  
RH Building Consultancy Limited.

1.5 The total limit of the Approved Inspector’s liability to the client referred to in clause 3-13.2 shall be 10x the  
total fee paid, unless otherwise agreed.

1.6 The Approved Inspector’s liability in the respect of asbestos, pollution and contamination is excluded.

1.7 If your project concerns a new dwelling please enclose a copy of the planning consent, please be aware that your  
project maybe subject to optional requirements. You must check you planning permission conditions to identify if  
any of the following are imposed.

Approved Document M - Conditions As Stated Within Your Planning Conditions M4(2) ☐ M4(3) ☐

Approved Document G - Conditions As Stated Within Your Planning Conditions 110L Per Day ☐

1.8 Has Planning Permission Been Granted Yes ☐ No ☐

### It is agreed

That under this contract, which compromises this Form of Agreement and the attached Terms and Conditions in four Parts:

- Capitalised terms shall be defined as set out in Part 4 unless the context otherwise requires.
- The Approved Inspector shall perform the Services set out in Part 2 and 3: Services and Additional Work (if any) in  
accordance with the terms of this contract.
- The Client shall pay the Approved Inspector for the Services and the performance of any Additional  
Work in accordance with the terms of this contract.
- This contract is subject to the law of England and Wales and the Client and the Approved Inspector submit to  
the exclusive jurisdiction of the courts of England and Wales.

### Part Three – Services and Commercial Information

Exercising the reasonable skill and care set out in clause 3-1, the Approved Inspector shall undertake the following services as defined under 5-1 (where appropriate to the Project, see definitions section on page 5 for more information):

**Building Notice - (Statutory Functions)** ☐ **Full Plans** ☐

•1.9 Invoicing / Fees – Please note that payment is not required with the application as we will invoice to the nominated party. Invoices will be raised on the basis of information provided within this section.

#### Invoicing Instruction

Invoice To Be Made Out To

The fee will be paid by installments, complete as necessary or in accordance with our quotation:

**Please Insert Client, Principal Designer, Principal Contractor, Project Manager or Other**

RIBA Stage 2 - Pre-App £  + VAT

RIBA Stage 3 - Pre-App £  + VAT

RIBA Stage 4 – Plan Check £  + VAT

RIBA Stage 5 & 6 – Inspections to Completion £  + VAT

Building Notice £  + VAT

If other is selected then please provide details below, or if the invoice needs approval by the Project Manager then please advise where the invoice needs to be sent below.

To Corporate Approved Inspectors – RH Building Consultancy Ltd the signature(s) below duly authorises you to sign the INITIAL NOTICE and any subsequent AMENDMENT NOTICES to be sent to the Local Authority on our behalf. This signature also confirms acceptance of the following terms and conditions of appointment relating to the proposed work as described above by the parties noted above. THE SIGNATURE BELOW IS BY THE PERSON RESPONSIBLE FOR THE BUILDING WORK DESCRIBED ABOVE or THEIR APPOINTED AGENT/CONTRACTOR. In Lieu of a signature our standard terms / conditions are deemed to be accepted upon receipt of this application.

If you are a thirdparty appointed to act on behalf of the clien (i.e. The person responsible for building work) or otherwise appointed to procure building regulation consents on behalf of the person responsible for the building work, then signing this contract binds them to our terms & conditions of contract. It is your responsibility to advise the clien of this contract and to render a copy to them. The company providing professional indemnity insurance in accordance with clause 3–7 is: RH Building Consultancy Ltd. Terms and conditions follow on pages 5 to7.

#### Please Return This Form Signed as Indicated Below

Approved Inspector

Client / Agent

Name: **RH Building Consultancy Ltd**

• Name:

Sign:

• Sign:

Date:

• Date:

This contract is entered into in accordance with CIC and ACAI Third Edition 2020.

## Part Four – Additional Services

We are pleased to offer the following additional services, these services will either be fulfilled by RHBC Ltd or details passed to one of our referral partners. If fees are stated please tick the box to select the service you require, where no fees are stated these will be referred and somebody will make contact with the Client.

|  |                          |
|--|--------------------------|
| Energy Assessments / BRUKL Compliance / EPC's  | <input type="checkbox"/> |
| Air Pressure Testing   | <input type="checkbox"/> |
| Sound Testing  | <input type="checkbox"/> |
| Extract Fan Testing  | <input type="checkbox"/> |
| Party Wall Agreements  | <input type="checkbox"/> |
| Building Control +<br>Provides an additional monthly inspection, report<br>of findings and photos £250 + VAT Per Month | <input type="checkbox"/> |
| Priority Plan Checking (usual timeframe approx 15 working days):   |                          |
| Under 25 drawings within 72hrs £175 + VAT  | <input type="checkbox"/> |
| Over 25 drawings within 5 working days £250 + VAT  | <input type="checkbox"/> |
| Developer Finance  | <input type="checkbox"/> |
| Clerk of Works   | <input type="checkbox"/> |
| 10 Year Structural Warranties  | <input type="checkbox"/> |

