

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: Company Name:
(if applicable)

Address:

Postcode: Tel: Email:

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

Name:

Address:

Postcode: Tel: Email:

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

Name:

Address:

Postcode: Tel: Email:

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

Name:

Address:

Postcode: Tel: Email:

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

Name:

Address:

Postcode: Tel: Email:

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 comprises this Form of Agreement and the attached Terms and Conditions in four Parts:

- a.) Capitalised terms shall be defined as set out in Part 4 unless the context otherwise requires.
- b.) 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.
- c.) 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.
- d.) 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	£	<input type="text"/>	+ VAT
RIBA Stage 3 - Pre-App	£	<input type="text"/>	+ VAT
RIBA Stage 4 – Plan Check	£	<input type="text"/>	+ VAT
RIBA Stage 5 & 6 – Inspections to Completion	£	<input type="text"/>	+ VAT
Building Notice	£	<input type="text"/>	+ 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
- Air Pressure Testing
- Sound Testing
- Extract Fan Testing
- Party Wall Agreements
- Building Control +
Provides an additional monthly inspection, report
of findings and photos £250 + VAT Per Month
- Priority Plan Checking (usual timeframe approx 15 working days):
 - Under 25 drawings within 72hrs £175 + VAT
 - Over 25 drawings within 5 working days £250 + VAT
- Developer Finance
- Clerk of Works
- 10 Year Structural Warranties



3-1 Approved Inspector's general obligations

3-1.1 The Approved Inspector shall carry out the Services and any Additional Work with reasonable skill, care and diligence in accordance with this contract. Notwithstanding any other provision of this contract the Approved Inspector shall have no greater obligation under or in connection with this contract than to exercise reasonable skill, care and diligence.

3-1.2 The Approved Inspector shall exercise reasonable skill, care and diligence in performing the Services and any Additional Work to have regard to the CIC Code of Conduct for Approved Inspectors and where possible to any programme for the Project (as amended from time to time and provided to the Approved Inspector in writing).

3-2 Client's information and obligations

3-2.1 The Client shall provide such information, documents and assistance as the Approved Inspector reasonably requires or requests from time to time in order to facilitate the timely provision of the Services and any Additional Work.

3-2.2 The Client shall be responsible for safe access to the Project being provided when the Approved Inspector reasonably requires it and shall procure such access and certification from any consultant, contractor or sub-contractor as is reasonably requested by the Approved Inspector.

3-2.3 The Client shall give the Approved Inspector at least 7 days' notice before any works forming part of the Project are commenced and shall keep the Approved Inspector regularly informed of the progress of the Project.

3-2.4 The Client confirms that it is the person intending to carry out the work forming part of the Project.

3-3 Design, permits and approvals

3-3.1 The Client shall be entirely responsible for the design construction management of the Project save to the extent set out in the Services and/or agreed in writing by the Approved Inspector before undertaking Additional Work.

3-3.2 The Client shall also be entirely responsible for obtaining and implementing all necessary permits, licences and approvals, save to the extent set out in the Services and/or agreed in writing by the Approved Inspector before undertaking Additional Work.

3-4 Compliance with Building Regulations

3-4.1 The Client and not the Approved Inspector shall be responsible for the Project's compliance with the Building Regulations. The Services do not include and the Approved Inspector 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.

3-4.2 The Approved Inspector 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 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.

3-4.3 The Approved Inspector shall not be responsible or liable for any delay in issuing the Final Certificate and shall not be responsible or liable for any additional fees that are payable to the relevant local authority and/or any other costs, as a result of the Approved Inspector being unable to issue a Final Certificate at any time. The Client shall not (and shall ensure that a third party shall not) take possession of the works forming part of the Project and/or issue any certificate of completion under the building contract in respect of the works forming part of the Project, unless the Final Certificate has been issued.

3-5 Payment

The due date for payment of an instalment of the Fee, together with expenses and disbursements if they are to be paid in addition, shall be the date of submission of the Approved Inspector's valid invoice for each instalment. The final date for payment of that invoice is 14 days after the due date for payment. The Client shall pay the sum stated as due in any invoice on or before the final date for payment unless the Client has not later than 7 days before the final date for payment given written notice to the Approved Inspector of its intention to pay less stating the sum considered to be due and the basis on which that is calculated ('pay less notice'). The sum stated as due in any pay less notice shall be paid on or before the final date for payment. The Fee is exclusive of VAT, which shall be paid in addition to the Fee if applicable.

3-6 Changes to the Project and Additional Work

The Approved Inspector shall notify the Client in writing as soon as it becomes aware that any Additional Work will be required, because of:

- 3-6.1 Changes in the design, size, scope or complexity of the Project;
- 3-6.2 Changes in the timing or programming of the Project;
- 3-6.2 A failure by the Client to comply with its obligations under this contract;
- 3-6.4 Additional meetings and/or visits and/or other work is required; and/or
- 3-6.5 Any change in law (including without limitation any change in the Building Regulations and/or the Building Act 1984).

The Client shall pay the Approved Inspector for any Additional Work and/or if due to circumstances outside the Approved Inspector's control there are any changes in the timing or programming of the Services and/or any Additional Work, on a time charge basis, at the rates set out in clause 1-7. The Approved Inspector may include the charge in the next payment instalment after the Additional Work (or part of it) has been performed.

If any Additional Work is carried out and/or if due to circumstances outside the Approved Inspector's control there are any changes in the timing or programming of the Services and/or any Additional Work, the Approved Inspector shall be entitled to a fair and reasonable extension of time for performing the Services and the Additional Work.

3-7 Insurance

The Approved Inspector shall, provided it is available at commercially reasonable rates, maintain professional indemnity insurance and public liability insurance in compliance with the guidelines issued by the Department for Communities and Local Government (or any successor Department responsible for the Building Act 1984), subject to any limitations, exceptions and/or exclusions from cover as are commonly included in professional indemnity insurance and public liability insurance policies. At the date of this contract, evidence as to whether these insurances are being maintained is available in the CICAIR Approved Inspectors' Register (published at www.cicair.org.uk/approved-inspectors-register).

3-8 Assignment and subcontracting

Neither Party may assign its rights and/or benefits under this contract [without the prior written consent of the other Party]. The Approved Inspector may subcontract any part of the Services and any Additional Work, with the prior approval of the Client, not to be unreasonably withheld or delayed.

3-9 Termination and discharge

The Client may terminate this contract forthwith by written notice to the Approved Inspector if:

- 3-9.1 The Approved Inspector is in material breach of its obligations under this contract and has failed to remedy the breach within 28 days of the date of a notice of the breach from the Client; or
- 3-9.2 The Approved Inspector becomes Insolvent.

3-10

The Approved Inspector may terminate this contract forthwith by written notice to the Client if:

3-10.1 The Client is in material breach of its obligations under this contract and has failed to remedy the breach within 28 days of the date of a notice of the breach from the Approved Inspector;

3-10.2 The Approved Inspector reasonably believes that it will not be in a position to issue a Final Certificate;

3-10.3 The Client becomes Insolvent;

3-10.4 The Approved Inspector considers that there is a conflict between its obligations under this contract and the Statutory Functions;

3-10.5 The Approved Inspector considers that it is necessary to cancel the Initial Notice under Section 52(1) of the Building Act 1984;

3-10.6 The Approved Inspector reasonably believes that it is impossible or impracticable to perform the Services as a result of any circumstances for which Approved Inspector is not responsible; and/or

3-10.7 The Approved Inspector is unable to maintain professional indemnity insurance and public liability insurance in compliance with the guidelines issued by the Department for Communities and Local Government (or any successor Department responsible for the Building Act 1984).

3-10.6 Where the Initial Notice has been cancelled as a result of points 3-10.2 to 3-10.7 the contract will automatically be terminated.

3-11 Following any notice of termination by the Approved Inspector or the Client, the Approved Inspector is entitled to:

3-11.1 Write to the relevant local authority (with a copy to the Client) cancelling the Initial Notice, in which case the approved inspector functions will revert to the relevant local authority and the Approved Inspector will be discharged from all requirements to complete the Services or any Additional Work; and/or

3-11.2 At the Approved Inspector's discretion, issue a Final Certificate in respect of part of the works forming part of the Project.

3-12 Consequences of termination

If this contract has been terminated, the Client shall pay the Approved Inspector any instalments of the Fee due up to the date of termination together with a fair and reasonable proportion of the next instalment of the Fee commensurate with the Services performed, sums payable in respect of any Additional Work performed by the Approved Inspector prior to the notice of termination and, following termination under clauses 3.5A and/or 3.10, any costs or expenses incurred by the Approved Inspector as a result of termination.

Termination of this contract shall not affect any rights or remedies of the Client or the Approved Inspector which exist at the date of termination.

3-12A Additional Charges

RH Building Consultancy Ltd. Reserve the right to make the following additional charges in relation to our service;

a) Submitting and amendment notice to the Local Authority - £50.00 + VAT (plus fee for additional work)

b) Cancellation of the Initial Notice;

- Prior to plan check - £60.00 + VAT

- Prior to works starting on site – 25% of the total fee + VAT

- Following works starting on site – 50% of the total fee + VAT

- If another BCB also has an IN in place – 50% of the total fee + VAT

- * Issue of copy documentation - £30.00 + VAT

c) Failure to notify RH Building Consultancy Ltd of the completion of work;

- Necessitating additional correspondence - £50.00 + VAT

- Resulted in aborted or additional site visits - £100.00 + VAT

d) Undertaking additional inspections due to incomplete or inadequate works or to re-inspect to resolve contraventions - £100.00 + VAT

e) If 3rd party checking of specialist designs or non-standard designs/calculations or designs by non-chartered structural engineers – on a cost recovery basis

f) if RH Building Consultancy are required to utilise a file sharing facility in order to access information – Fees to be arranged.

g) Plan checking amended designs following a re-design – at the current prevailing Plan Check fee.

3-13 Limitations of liability

3-13.1 Nothing in this clause 3-13 shall limit the Approved Inspector's liability for negligence resulting in death or personal injury.

3-13.2 Notwithstanding any other provisions in this contract (apart from clause 3- 13.1):

(i) the Approved Inspector's total liability under or in connection with this contract (whether in contract, in tort (including negligence), for breach of statutory duty or otherwise) including without limitation interest and legal costs shall be limited to the amount set out in clause 1-5 in the aggregate; and

(ii) without prejudice to the aggregate limit of liability under clause 3.13-2(i), the Approved Inspector's liability in respect of any matters set out in clause 1-6 shall be limited or excluded as stated in clause 1-6.

3-13.3 Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs, the liability of the Approved Inspector for any loss or damage ('the loss or damage') under this contract shall be limited to that proportion as it would be just and equitable for the Approved Inspector to pay having regard to the extent of its responsibility for the loss or damage and on the assumptions that:

- all other consultants, contractors, subcontractors, and advisers engaged in connection with the Project have provided contractual undertakings on terms no less onerous than those in clause 3-1 to the Client in respect of the carrying out of their obligations in connection with the Project;
- there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause and any such other party who is responsible to any extent for the loss or damage is contractually liable to the Client for the loss or damage; and
- all the parties referred to in this clause have paid to the Client such proportion of the loss or damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss or damage.

3-13.4 The Approved Inspector shall not be responsible for the supervision of any contractor or subcontractor and/or for ensuring the performance or adequate standard of workmanship of any contractor or subcontractor. The Approved Inspector shall not be liable under or in connection with this contract for or as a result of any work and/or services provided by and/or any act or omission of any third party (including without limitation any contractor, consultant or sub-contractor).

3-13.5 The Client agrees not to pursue any claims under or in connection with this contract (whether in contract, in tort (including negligence), for breach of statutory duty or otherwise) against any individuals engaged by the Approved Inspector or any individual directors or members of the Approved Inspector. The Client acknowledges that such individuals are entitled to enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999.

3-13.6 The Approved Inspector's liability under or in connection with this contract shall be limited to the exercise of reasonable skill, care and diligence and the Approved Inspector shall not be liable unless it has failed to exercise such skill, care and diligence.

3-13.7 Neither Party shall under any circumstances whatsoever be liable to the other for any direct or indirect loss of profit, loss of business or anticipated saving or special, indirect or consequential damage suffered by the other Party that arises under or in connection with this contract.

3-13.8 No action or proceedings under or in respect of this contract whether in contract, in tort, in negligence, for breach of statutory duty or otherwise shall be commenced after the expiry of six years from the date of completion of Services or the termination of this contract if earlier.

3-14 Notices

The Client and the Approved Inspector can give notice to each other in writing under this 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 on page 1 of this contract or any other address notified by the Party.

3-15 Disputes and Complaints

3-15.1 If the Client is not satisfied with the Approved Inspector's performance of the Services or any Additional Work, it may ask the Approved Inspector to implement the Approved Inspector's complaints handling procedure. The Approved Inspector shall

provide a copy of the procedure on request. The operation of the Approved Inspector's complaints handling procedure does not affect the Client's right to refer a dispute to the courts.

3-15.2 The Client and the Approved Inspector 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.

3-15.3 Either the Client or the Approved Inspector may at any time refer a dispute or difference arising under or in connection with this contract to adjudication in accordance with the edition of the CIC Model Adjudication Procedure current at the date of the adjudication notice. The Adjudication shall be appointed by the CIC.

3-16 Intellectual Property

The intellectual property rights in all documents produced by the Approved Inspector under this contract ('Documents') shall vest or remain vested in the Approved Inspector. The Client shall have a revocable, non-exclusive, terminable, royalty free licence to use the Documents for the purpose for which they were prepared and the Approved Inspector shall not be liable for the use of any of the Documents for any purpose other than that for which they were prepared.

3-17 Rights of third parties

No-one has any right to enforce any term of this contract under the Contracts (Rights of Third Parties) Act 1999, except as set out in clause 3-13.5. It is agreed and acknowledged that the Approved Inspector 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.

3-18 Commencement

3-18.1 Whatever the date of this contract, it shall have effect as if it had been signed on the date when the Approved Inspector commenced the Services.

3-18.2 If work has not commenced within a period of three years (from date of initial notice) then the Initial Notice will be deemed to have expired, an expiry notification will be sent to the client.

3-18.3 Upon commencement, all elements of work as described within the Initial Notice must be completed within a period of three years. An extension of time will be at the discretion of The Approved Inspector and will be subject to the payment of reasonable costs.

PART 4: DEFINITIONS AND INTERPRETATION

4-1 Definitions

In this contract, unless the context otherwise requires, the following expressions have the following meanings:

Additional Work means any additional or varied services as a result of or in consequence of the matters described in clause 3-6.1-3-6.5 and which are not already covered by the Services set out in Part 2, together with any additional or varied services instructed by the Client and agreed by the Approved Inspector.

Approved Inspector means a licensed individual or organisation carrying out the duties given to an approved inspector by the Building Act 1984 and regulations made under it.

Building Regulations means the building regulations made under the Building Act 1984, including the Building Regulations 2010.

CIC means the Construction Industry Council.

Fee means the total amount to be paid to the Approved Inspector for the Services and any Additional Work.

Final Certificate means a certificate in accordance with Section 51 of the Building Act 1984.

Initial Notice

means an initial notice to the relevant local authority notifying them of the Project under Section 47 of the Building Act 1984.

Insolvent

means as defined in section 113, Housing Grants, Construction and Regeneration Act 1996.

Services

means the services listed in Part 2.

Statutory Functions

means the duties of an approved inspector under the Building Act 1984, regulations made under it and formal guidelines issued by a government department.

4-2 Interpretation

In this contract, unless the context otherwise requires:

- the word 'include' and any derivations of it shall be construed without limitation;
- the singular shall include the plural and vice versa;
- a gender shall include any other gender; and
- 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.

PART 5: DEFINITION OF SERVICES

Exercising the reasonable skill and care set out in clause 3-1, the Approved Inspector shall undertake the following services (where appropriate to the Project):

5-1 Instructions

Receive instructions brief and necessary documentation from the Client. Advise on procedure and programme for Building Regulation certification.

Initial Notice

Submit an Initial Notice(s) to relevant local authorities and copy to the Client.

Assessment of plans

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.

Statutory consultations

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.

Plans certificate

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.

Inspection notification

Prepare an inspection notification framework (INF) and if requested provide a copy to the Client.

Framework

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).

Final certificate

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.