

Please note all sections must be completed including phone and email address details.

Failure to do so will delay the application being processed until this information has been provided.

Email: applications@londonbuildingcontrol.co.uk

Post: London Building Control,
13 Woodstock Street, Mayfair,
London, W1C 2AG

1. SITE DETAILS

a. Site Address:

b. Description of work: *(This will appear on legal documents)*

c. Use of building: *(Please tick)*

House Flat HMO Commercial Public Building

d. (i) Number of existing storeys: (ii) Total number of storeys after works:

e. Tall Buildings: Is the height of the top storey (floor height measured from ground level) 11 metres or over? *(tick if relevant)*

f. Estimated cost of works: *(This may be used to provide a quote)*

2. NAME OF THE LOCAL AUTHORITY

(This is the Local Authority where work is located)

3. THE PERSON INTENDING TO CARRY OUT THE WORK IS

Section A: Please complete in full
Section B: Please complete if known

(Please specify Property Owner, Tenant: This will appear on legal documents)

A. Client Property Owner Tenant

Title: Forename: Surname:

Address:

Email: Telephone:

B. Works by: Agent Builder Architect Other *(please specify)*

Title: Forename: Surname:

Address:

Email: Telephone:

4. INVOICING

Please complete ALL sections in full

Fee to be paid by: Name/ Company Name

Address:

Email: Telephone:

Agreed fee: *(Insert Details)* *excluding VAT*

5. NEW BUILDINGS AND EXTENSIONS

A site location plan at no less than 1:1250 MUST be submitted to London Building Control Ltd showing the footprint of the new works (and for new buildings, also showing connections to the public sewers, or to septic tanks/treatment works).

6. PLANNING APPROVAL

Do You Have Planning Approval? Yes If yes please give planning reference no: No

Do Any Of The Following Optional Regulations apply?

1: 2015 G2 Water Efficiency 110L/pld Yes No

2: 2015 M4 Category 2: Accessible and adaptable buildings Yes No

3: 2015 Category 3: Wheelchair user dwelling Yes No

None of the above regulations apply

7. SIGNATURE

When you are ready to proceed please complete, sign & return the application form

Client Property Owner Tenant Agent Builder Architect Other

Title: Forename: Surname:

Email: Telephone:

(Required please tick)

I am authorised by the Property Owner/Tenant to complete the initial notice and I authorise London Building Control Ltd to sign the Initial Notice on my/our behalf. I understand and agree that London Building Control Ltd will need to hold my details securely in connection with this project for 15 years after completion in order to fulfil its duties as an Approved Inspector and will only release these details to relevant third parties concerned with the project.

Please tick if you wish to be contacted for offers, marketing or newsletters etc.

By signing I agree to the terms and conditions of engagement below relating to this work.

Signature:

Date:

SCOPE OF SERVICE

Following Our Appointment we undertake to:

- Serve an Initial Notice on the Local Authority.
- Liaise as necessary with design consultants - providing advice on 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.
- 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.
- Provide a site inspection record book if requested which will detail the inspection carried out and any comments made.
- Carry out unannounced and announced site inspections in accordance with the Inspection Plan usually one per month for a live project, as deemed necessary.
- Identify non-compliant work promptly to the responsible persons.
- Issue a Final Certificate to the Local Authority, Fire Service (where applicable) and designated persons when we are satisfied that the scheme is complete for building regulatory purposes.

This contract is made with the aforementioned client (owner/tenant) and is not transferrable to any other person.

Definitions:

1. In these conditions the following words shall have the meanings given to them:-
 - 1.1. Additional Services those services which are: (1) appropriate for an approved inspector to carry out in relation to the Project, which are not part of the Basic Services and which arise because of any changes in the design, size and scope of the Project, the timing of the Project and/or any failure by the Client to comply with its obligations under the Contract; and/or (2) any additional services which LBC agrees to perform for the Client in relation to the Project.
 - 1.2. Application Form means the form to which these conditions are attached.
 - 1.3. Building Control Services means those services in connection with the Project as described required of an Approved Inspector under the Building Act 1984 and the regulations made under it which include: the submission of the initial notice; the provision of necessary documentation to the local authority; carrying out a compliance check of drawings and details supplied by the client; issuing a Plans Certificate if so requested by the client; consultation with relevant statutory bodies; site inspections as necessary for the proper performance of these services and issuing of a Final Certificate on satisfactory completion of a project.
 - 1.4. CIC Code of Conduct means the Code of Conduct for Approved Inspectors published by the Construction Industry Council dated 2 June 2011 or any subsequent version or revision of it current at the time the Contract comes into effect.
 - 1.5. Client means the person, firm or company identified in the application form as “the person intending to carry out the work”.
 - 1.6. Client's agent means the person, firm or company (if any) identified in the application form.
 - 1.7. Contract means the contract between LBC and the Client consisting of the Application Form and these conditions.
 - 1.8. The client as set out in clause 1.5 cannot assign the contract to a third party or individual.
 - 1.9. Fee means the agreed fee in respect of the Building Control Services set out on the Application Form.
 - 1.10. LBC means London Building Control Limited (registered in England and Wales with number 05911975) of 13 Woodstock Street, Mayfair, London, W1C 2AG
 - 1.11. Project means the “description of works” described in the Application Form.

2 Contract coming into effect

- 2.1. A binding contract shall not be formed until LBC receives from the Client the completed and signed Application Form or an electronic version and LBC starts to perform the Building Control Services. If, in LBC's opinion, any details contained in the Application Form are incorrect LBC shall notify the Client in writing within 10 working days from receipt (and before LBC starts to perform the Services) and either request that the Application Form is resubmitted to LBC by the Client or LBC and the Client may agree in writing (which for this purpose shall include email) how the issue is to be resolved.
- 2.2. By signing the application form it is understood that the property owner is aware of the appointment of LBC as the Building Control Body for the Project described noting clause 1.8.

3 Services

- 3.1. LBC shall carry out the Building Control Services using reasonable skill, care and diligence and having regard to the CIC Code of Conduct 2nd June 2011 as amended.
- 3.2. LBC are required to inspect the building works at relevant stages agreed in the Inspection Regime in order to, as far as reasonably possible, observe compliance with Building Regulations. We have set out below a list of the stages where we would normally require notification to enable a site as necessary.

4 Additional Services

- 4.1. If LBC considers that any of its services under the Contract constitute Additional Services it shall notify the Client as soon as reasonably practicable as defined in clause 1.1.
- 4.2. Additional Services shall, unless otherwise agreed in writing with LBC (which for this purpose shall include email), be charged on a time charge basis and shall become due when LBC completes such Additional Services (or any part of them).

5 Client's obligations

- 5.1. The Client shall provide, and shall procure from anyone else engaged by the Client in respect of the Project as described, all information and assistance as LBC requires to properly performing the Building Control Service as set out in this contract.
- 5.2. Such information and assistance shall be provided to LBC within such timescales as LBC may reasonably request having regard to the progress of the Project as described, not exceeding 4 weeks from the date of a final inspection having been undertaken.
- 5.3. Client's Agent if appointed has full authority to act on behalf of the Client in connection with the Contract and the Project as described, noting clause 1.8.
- 5.4. It is the Client's responsibility to ensure that the Project as described complies with Building Regulations. Whilst LBC will use the level of skill and care referred to in clause 3.1 to observe that the Project as described complies with the Building Regulations the issuing of the Final Certificate will not and should not be taken as conclusive evidence that the requirements have been complied with in relation to the Building Regulations.
- 5.5. LBC shall not be responsible for the supervision of any contractor or sub-contractor engaged on the project, nor shall LBC have any liability for the performance or adequate standard of workmanship of any contractor or subcontractor.

- 5.6. It is the Client's responsibility to ensure LBC have safe and reasonable access to the site, to allow LBC to discharge its Building Control function.
- 5.7. Should it become apparent to LBC that we are unable to carry out our Statutory Duty due to any breach of this contract or site action, this could lead to the suspension and/or cancellation of the Building Control Services, the termination of this Contract and the cancellation of the Initial Notice under The Building Act 1984 Section 52.
- 5.8. It is the Client's responsibility to ensure adequate notice is given to allow LBC to carry out the Inspection Regime set out and or agreed.

6 Payment

- 6.1. Unless agreed in writing with LBC (which for this purpose shall include email) the Fee shall become due in full on submission of the initial notice to the relevant Local Authority. The final date for payment of the sum due (whether in respect of the Fee or Additional Services) shall be 28 days from the due date.
- 6.2. The Client shall pay any VAT chargeable on sums due.
- 6.3. Any sum, which remains unpaid after the final date for payment, shall bear interest at the rate of 5% above the dealing rate of the Bank of England current at the date the sum became overdue.
- 6.4. Non-payment of the Fee after the final due date shall be considered as a material breach of contract and could lead to the suspension and/or cancellation of the Building Control Services, the termination of this Contract and the cancellation of the Initial Notice under The Building Act 1984 Section 52.

7 Issue of Final Certificate

- 7.1. It is a pre-condition to the provision by LBC of a Final Certificate in respect of the project as described unless and until the Fee and any other sums due to LBC have been paid in full.

8 Insurance

- 8.1. LBC shall maintain insurances in accordance with its statutory obligations as an Approved Inspector and upon the Client's written request will provide evidence that such insurances are in force. LBC maintains a PI cover with a limit of liability cover maintained in accordance with MHCLG guidelines.

9 Termination

- 9.1. Either party may terminate the Contract if the other party is: (1) in material breach of its obligations and has not remedied the breach within 10 working days of being notified in writing to do so; or (2) is insolvent.
- 9.2. Additionally, LBC may terminate the Contract at any time upon written notice if LBC consider that they will not be in a position to legally issue a Final Certificate.
- 9.3. If the project has not commenced within 36 months from the date of the acceptance or deemed acceptance of the Initial Notice by the relevant Local Authority it will be deemed to be of no effect and must be considered as cancelled as set out in Section 32 of the Building Act 1984.
- 9.4. For the purposes of clause 9.1 failure by the Client to pay any amount due by the final date for payment shall constitute a material breach of contract.
- 9.5. For the purposes of clause 9.2 examples of when LBC may terminate the Contract are: (1) where work to the Project as described has been covered-up such that LBC cannot properly perform its Building Control Services; and (2) where threatening, intimidating or abusive behaviour or language is used against staff. The examples given in this clause are not exhaustive.
- 9.6. If the Contract has been terminated by LBC, the Client shall pay LBC in respect of the work properly carried out at the date of termination.
- 9.7. Clause 9 is without prejudice to any other rights and remedies of LBC and the Client.
- 9.8. For the purpose of this clause 9 "in writing" and "written" does not include email.

10 Limitation

- 10.1. LBC's liability under or in connection with the Contract (whether arising by breach of contract, arising in tort (including negligence) or arising by breach of statutory duty) shall not exceed an amount equal to 5 (five) times the Fee and shall, in any event, be limited to £1m in total. Nothing in this clause shall exclude or limit the liability of LBC for death or personal injury caused by LBC's negligence.
- 10.2. Without prejudice to any other exclusion or limitation of liability in this Contract, the liability of LBC for any loss or damage under this Contract shall not exceed such sum as it would be just and equitable for LBC to pay having regard to the extent of its responsibility for the loss or damage and on the assumptions that:
 - (i) All other consultants and advisers, contractors and sub-contractors involved in the Project shall have provided contractual undertakings to the Client on terms no less onerous than those set out in this Contract in respect of the carrying out of their obligations in connection with the Project; and
 - (ii) There are no exclusions or limitations of liability nor joint insurance or coinsurance provisions between the Client and any other party to the Project and that 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
 - (iii) All the parties referred to in (i) above, 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.
- 10.3. The Client's attention is drawn to clause 1.8.
- 10.4. The Client's attention is also drawn to clause 5.4.

11 Miscellaneous

- 11.1. LBC may sub-contract all or any of its obligations under the Contract without the consent of the Client.
- 11.2. Nothing in the Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.
- 11.3. The Contract shall be governed and construed in accordance with the laws of England.

Notwithstanding anything to the contrary contained in this Deed this appointment is solely for the provision of Approved Inspector services as set out and limited in the Building (Approved Inspectors etc.) Regulations 2010 as amended (the 'Regulations') and this is not intended to impose any additional duties or obligations on the Consultant such as (without limitation) responsibility for design, selection specification or use of materials or responsibility in relation to statutory or other approvals that are not required by the Regulations.

REV 06/20

Building Regulations Approval - Role of an Approved Inspector.

Once the Initial Notice has been accepted by your local authority (or deemed accepted after five working days) you may commence work on the project.

Please ensure you notify the allocated surveyor (details will be provided) at the required stages outlined within your acknowledgment pack and within the site inspection service plan.

An Approved Inspector will:

- Advise you on how the Building Regulations apply to your work
- Submit an Initial Notice to the local authority
- Check your plans (if available)
- Issue a Plans Certificate (if requested)
- Consult with the fire and water authorities (if required)
- Inspect the work as it progresses
- Issue a Final Certificate (if the Approved Inspector considers that the work is in compliance with the Building Regulations)

The duty of building control is to provide an independent third party assessment of Building Regulations compliance through the checking of plans and site inspections as necessary. Building control bodies must take such steps as are reasonable to be satisfied, within the limits of professional skill and care, that the applicable requirements of the Building Regulations are achieved.

With all building work, the owner and occupier of the property or land in question is ultimately responsible for complying with the relevant planning rules and building regulations. A building control body cannot provide a guarantee of compliance with the Building Regulations and the appointment of a building control body does not remove the obligation of the person carrying out the work to achieve compliance. As with all building work, the owner or occupier of the property or land in question should also ensure that all other necessary statutory permissions, i.e. Planning Consent, have also been granted.

The inspections which building control bodies undertake should not be confused with full site supervision. Inspections are carried out at certain stages of the building work and these inspections are carried out to check, but not to guarantee, that the work complies with the Building Regulations. Final Certificates are therefore not a guarantee or a warranty for the building work that has been carried out. Approved Inspectors do not carry out a traditional 'Clerk of Works' service that monitors every stage of the construction process and, should you require this service, you may wish to appoint a qualified professional to undertake this function.

REF: CICAIR 2020