

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

Failure to do so may 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

## FORM OF AGREEMENT

This contract is made on date:

Between

### Dutyholder - Client

whose address/registered office is at (full address including postcode)

and **The Approved Inspector** known as **London Building Control Limited** - whose address is at 13 Woodstock Street, Mayfair, London, W1C 2AG (in future to be known as the 'Registered Building Control Approver' - RBCA)

(to be known as 'the Parties').

The Client/Agent, therefore, wishes to appoint **London Building Control Limited** as an Approved Inspector (also known as a RBCA) as defined under the Building Act 1984 (as amended) in connection with the 'project'.

The 'project' is the description of work that has been agreed with The Approved Inspector.

## CONTRACT FOR THE APPOINTMENT OF AN APPROVED INSPECTOR

### It is agreed

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

1. Capitalised terms shall be defined as set out in Part 4 unless the context otherwise requires.
2. The Approved Inspector shall perform the Services set out in Part 2. in accordance with the terms of this contract.
3. The Client shall pay the Approved Inspector for the Services in accordance with the terms of this contract.
4. 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.

## 1. SITE DETAILS

a. **Site Address:** (full address including postcode)

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

c. **Class/Category of Building:** *(As defined in the table)*

Class	Category	Floor heights	Purpose Group	Please tick
CLASS 2	A	Floor height* less than 7.5m	Dwelling houses (single occupancy)	A <input type="checkbox"/>
	B	Floor height* less than 11m	All Dwellings (including flats)	B <input type="checkbox"/>
	C	Floor height* 11m or higher, but less than 18m		C <input type="checkbox"/>
CLASS 2	D	Floor height* less than 7.5m	All building types other than dwellings	D <input type="checkbox"/>
	E	Floor height* 7.5m or higher, but less than 11m		E <input type="checkbox"/>
	F	Floor height* 11m or higher, but less than 18m		F <input type="checkbox"/>
CLASS 3	G	Any height of building - no upper height limits	All Buildings Other than High-Risk Buildings (HRB)	G <input type="checkbox"/>
	H	No upper height limits	High-Risk Building (HRB)	H <input type="checkbox"/>

### Meaning of "higher-risk building" etc

(1) In this Part "higher-risk building" means a building in England that—

- (a) is at least 18 metres in height or has at least 7 storeys, and
- (b) contains at least 2 residential units.

### IMPORTANT:

Please note that LBC can only offer a consultancy service on Higher-Risk Buildings and Building Regulation applications should go to the Building Safety Regulator.

House  Flat  HMO  Commercial  Public Building

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

e. **What is the Height of the Top Storey**  
(floor height measured from ground level) *(Height in meters)*

f. **Estimated cost of works:** *(This will be kept confidential)*

g. Start Date:  (Work having started on site)

Commencement Date:

**Description of work constituting commencement:**

(work is to be regarded as commenced when the sub-surface structure of the building or the extension including all foundations, basement levels (if any) and the structure of ground floor level is completed (typically up to DPC level) OR the client considers work amounts to 15% of the total proposed work. Notification of 'commencement' should be provided to the Approved Inspector from the dutyholders.)

**2. NAME OF THE LOCAL AUTHORITY**

(This is the Local Authority where work is located)

**3. Dutyholders Intending to Carry Out the Work**

Section A: Please complete in full

Section B: Please complete in full

Section C: Please complete in full

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

A. **Client** Property Owner  Tenant

Title:  Forename:  Surname:

Address:

Email:  Telephone:

3B. **Principal Designer** Other (please specify)

Title:  Forename:  Surname:

Address:

Email:  Telephone:

3C. **Principal Contractor** Other (please specify)

Title:  Forename:  Surname:

Address:

Email:  Telephone:

**IMPORTANT NOTICE:**

(Dutyholders including the principal designer and/or contractor will be legally required to provide a formal declaration of compliance at the end of the project. It is therefore essential that we are provided with their full contact details as soon as possible otherwise this may delay or prevent certification).

#### 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

**5A. 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).**

**5B. Relates to 'New Build' dwelling or 'New Building' to contain one or more dwellings only.**

*(Does not include extensions to buildings, refurbishments or conversions)*

In the case of the erection of a dwelling, or erection of a building that is to contain one or more dwellings please check the relevant paragraph relating to Part R of the requirements and provide a suitable statement on the proposed 'connectivity plan' AND INFORMATION where necessary:

- 1 A statement is necessary giving details of any public electronic communications network in relation to which a connection is to be provided
- 2 If an exemption in regulation 44ZB of the Building Regulations 2010 is proposed to be relied on, a statement giving details in support of the exemption should be provided
- 3 If regulation 44ZC of the Building Regulations 2010 is proposed to be relied on, a statement should be provided giving details of the matters mentioned in regulation 44ZC(6)(a) and (b) of those Regulations and, if paragraph RA1(1)(c)(i) or (ii) of Schedule 1 to those Regulations is also proposed to be relied on, evidence of the steps taken to establish whether, and if so where, a distribution point for a gigabit-capable public electronic communications network (as defined by regulation 44C of those Regulations) is likely to be installed, in a location relevant for the purposes of paragraph RA1(1)(c) of that Schedule, within the period of two years beginning with the day on which the notice is given

**Where 5b 1, 2 or 3 apply please provide a full package of Connectivity Plans for development detailing GIGABIT READY provisions applicable to the scheme. IF NOT PROVIDED FOR 'NEW BUILD DWELLING/S' THIS WILL PREVENT THE ISSUE OF AN INITIAL NOTICE FOR THE SCHEME.**

**Link to Connectivity Form:**

<https://www.londonbuildingcontrol.co.uk/app/uploads/2023/09/ADR1-Model-Connectivity-Forms-Appendix-B.docx>

#### 6. PLANNING APPROVAL

Please complete ALL sections in full

**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 | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 2: 2015 M4 Category 2: Accessible and adaptable buildings | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| 3: 2015 Category 3: Wheelchair user dwelling              | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| None of the above regulations apply                       |     | <input type="checkbox"/> |    |                          |

## 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:

## Part 1: CONTRACT DETAILS AND FEES

- 1-1 The client has appointed the following to undertake the following role:  
London Building Control as the building control body.
- 1-2 The client is / is not a domestic client.
- 1-3 The anticipated project period up to practical completion of the construction work is
- 1-4 The company providing professional indemnity insurance in accordance with with clause 3-7 Griffiths & Armour.  
*1-2 This information is required by the CIC Code of Conduct for Approved Inspectors, available at [www.cic.org.uk](http://www.cic.org.uk)*
- 1-5 The total limit of the Approved Inspector's liability to the client referred to in clause 3-13.2 is £5,000,000.
- 1-6 The Approved Inspector's liability in respect to Fire Safety Notifications is limited to £1,000,000 in the aggregate.
- 1-7 **The FEE**  
**Lump Sum:** The Fee shall be a lump Sum of ( agreed fee )

## Part 2: 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):

### 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 the consultees to the client.  
Consider the desirability of undertaking additional consultations and communicate to the client any consultee's observations or advice beyond the scope of the Building Regulations.  
Alert the client to the provisions of legislation outside the Building Regulations believed to be relevant.

### Plans certificate

If requested by client, when satisfied that the plan show no observed contraventions of the Building Regulations, issue a plans certificate. Compile a schedule of modifications specified and/or further plans all 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) and send to the Client.  
If requested by the Client, provide a list of inspections carried out. Retain statutory records for an appropriate period.

## Part 3: CONDITIONS

### 3-1 Approved Inspector's general obligations

- 3-1.1 The approved inspector shall carry out the Services 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 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 of the Approved Inspector reasonably requires OR requests from time to time in order to facilitate the timely provision of the Services.

3-2.2 The Client shall be responsible for safe access to the Projects 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 on 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 Building Regulations. The Services do not include and the Approved Inspector is not responsible for i) confirming whether the Building Regulations have been compiled with, and/or ii) advising the Client and/or managing the Project to ensure that compliance with 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 Services services and Additional Work performed and is not a representation that every aspect of the Project complies with Building Regulations and/or conclusive proof of the Project's compliance with 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 installment of the Fee, shall be the date of submission of the Approved Inspector's valid invoice for each instalment. The final date for payment of the invoice is 28 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 which that is calculated ('pay less notice') The sum is 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.

### 3-5A Non-Payment

(Any sum due under this contract which is not paid by the final date for payment shall carry interest at 5% above the Bank of England official dealing rate applicable from the final date for payment until the date on which payment is made).

*<sup>a</sup>Does not apply in the case of a domestic client.*

In the event that any sum is not paid on or before the final date for payment in accordance with clause 3-5 the Approved Inspector shall be entitled to:

3.5A.1 Suspend performance of all or any part of the Services by giving 7 days' notice in writing and recover all reasonable costs incurred in connection with the suspension of the Services; and/or

3.5A.2 Terminate this contract by giving 14 days' notice.

### 3-6 Changes to the Project and Additional Work

The Approved Inspector shall notify the Client in writing as soon as it becomes 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;

3-6.3 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, agreed by both parties 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.cicaire.org.uk/approved-inspectors-register](http://www.cicaire.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 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).

3-11 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 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, 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.



## 3-13 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.
  - (iii) 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.
- 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, 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 <sup>9</sup>(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.)

<sup>9</sup>Does not apply in the case of a domestic client.

### 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 1994, 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

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.

## Part 4: DEFINITIONS AND INTERPRETATION

### 4-1 Disputes and complaints

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.

#### 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.

## GUIDANCE

1. These notes are for general guidance only and are not intended to affect the interpretation of the contract. Legal/professional advice should be sought to cover any particular situation.

## Completing the Form of Agreement

2. The form should be completed as follows:

- On page 1, in the Form of Agreement, the names and addresses of the Client and Approved Inspector should be inserted. A brief description of the work to be done and the address of the Project should also be inserted.
- On page 4, Part 1: Contract details and Fees should be completed carefully; it is also important that where there are alternatives, the appropriate deletions are made. See notes 3 to 11 below.
- Part 2: Services should be marked up carefully to show what the Approved Inspector has agreed to do. See note 12 below.
- The Approved Inspector and the Client should sign the contract and print their names, and the date of the latest signature should be. It is usual for each party to keep a copy of the contract signed by the other party.  
(Note that when a contract has been concluded, the parties and their advisers are permitted to photocopy the signed contract for their use. Otherwise it is a breach of copyright to photocopy the contract or reproduce or transmit it in any way without the publishers' permission).

3. **'Domestic client'**: in clause 1-2 'is' or 'is not' should be deleted to indicate whether the Client is a 'domestic client' or not.

A 'domestic client' is one or more individuals who are owners or occupiers of a dwelling. In some instances the law relating to approved inspectors is different depending upon whether the Client is a domestic client or not, and some provisions of the contract in Part 3: Conditions do not apply in the case of a domestic client (indicated in the sidenotes).

4. **Project period**: in clause 1-3 insert how long it is anticipated that the Project will take, up until the time when the Client can take possession of the site (practical completion).
5. **Limitations of liability**: clauses 1-5-1-6 and 3-13. It is recommended that the parties agree a suitable total (i.e. overall or aggregate) amount of damages for which the Approved Inspector might become liable to the Client. See the CIC Liability Briefing 'Managing liability through financial caps' available at [www.cic.org.uk](http://www.cic.org.uk). The agreed amount is inserted in clause 1-5.
6. The limit of liability in clause 1-5 is set at a level appropriate to the contract, taking into account the Fee and the nature of the Project and the level of insurance required under the contract. The limit of liability must be no higher than the level of insurance maintained by the Approved Inspector, otherwise the Approved Inspector will be exposed to uninsured liability. The Approved Inspector's insurance includes lower limits of indemnity and/or exclusions for certain risks, clause 1-6.5 should be completed to limit or exclude liability for those risks.
7. In clause 3-13.3, the contract also includes what is called a 'net contribution' clause, which provides that if both the Approved Inspector and another party are liable to the Client in respect of the same loss or damage, the Approved Inspector will only have to pay a fair and reasonable proportion of the Client's losses, having regard to the extent of the Approved Inspector's responsibility for the loss or damage. For a fuller explanation of such clauses, see the CIC Liability Briefing 'Net contribution clauses' available at [www.cic.org.uk](http://www.cic.org.uk).
8. In clause 3-13.5, the contract provides that if the Approved Inspector is a firm, company or limited liability partnership (LLP), the Client will only hold that firm, company or LLP responsible for the work done, not any individual (employee, director or member) who works for the firm, company or LLP. See the CIC Liability Briefing 'Personal liability of employees' available at [www.cic.org.uk](http://www.cic.org.uk).
9. **The Fee**: in clause 1-7 indicates the Fee is to be a lump sum.
10. **Insurance**: clause 3-7 provides that the Approved Inspector will maintain professional indemnity insurance and public liability insurance in compliance with guidelines for schemes of insurance for Approved Inspectors pursuant to section 47(6) of the Building Act 1984, issued by the department for Communities and Local Government (or any successor Department responsible for the Building Act 1984).
11. **Instalment payments**: clause 1-9 must also be completed.

12. **The Services (Part2):** If the Approved Inspector is to undertake any additional services within the Fee, this should be clearly indicated by ticking the appropriate boxes and/or adding details in the space provided. Other services requested after the contract has been entered into will be charged on a time basis under clause 3-6.
13. **Insurance:** clause 3-7 provides that the Approved Inspector will maintain professional indemnity insurance and public liability insurance in compliance with guidelines for schemes of insurance for Approved Inspectors pursuant to section 47(6) of the Building Act 1984, issued by the Department for Communities and Local Government (or any successor Department responsible for the Building Act 1984).

## 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.