



Ask Building Control Ltd Agreement Form

www.askbuildingcontrol.co.uk

Agreement Form

Submit this AGREEMENT FORM by one of the following methods:

- **Electronically** - Save our Agreement Form to your computer before completing it. Complete, save it again, then email back with your plans.
- **By Post** – Complete our Agreement Form and return to Ask Building Control, Woodhead House, Woodhead Rd, Birstall, Batley, WF17 9TD

Payment (We will send you an invoice for the agreed amount)

- **BACS** - account details on invoice or on request
- **Card Payment** - taken over the phone 01423 813585, Mon - Fri 9am - 4pm

Approved Inspector Services*

Undertake the following, including Statutory Functions:

- Plans Assessment
- Consultation with the Sewerage Undertaker (Where Applicable)
- Fire Service Consultations and negotiations (Where Applicable)
- On Site advice and guidance
- Surveyors accessible via mobile and email
- Site inspection of the work in progress
- Issue necessary Approved Inspector legal notices and certification

*Subject to Terms of Business.

Terms according to the Construction Industry Council Contract for the Appointment of an Approved Inspector (third edition 2020) are also available to view at www.cicair.org.uk/guidance/



AGREEMENT FORM – Please complete the sections below. Where the proposed work involves a new building or the extension of an existing building, we will require a site location plan at 1:1250 scale.

It is also important that you understand the implications associated with the various dutyholders (Client, Principal Designer, Principal Contractor) – these dutyholders are defined in Regulation 11 of The Building Regulations etc. (Amendment)(England) Regulations 2023.

Client Details Name: Address: Tel: Email:	
Agent Details Name: Address: Tel: Email:	
Principal Designer Details Name: Address: Tel: Email:	
Principal Contractor Details Name: Address: Tel: Email:	
Project Address:	
Description of Proposed Work (Including Building use and number of storeys)	
Commencement Date (required for all projects) Commencement Statement (for projects that are not extensions or new buildings - 15% of the proposed work)	
New Dwelling Optional Requirements	In the case of a new dwelling, please specify whether any of the following optional requirements have been imposed by the planning authority: <input type="checkbox"/> 1. Regulation 36(2)(b) (optional water efficiency requirement of 110 litres per person per day) <input type="checkbox"/> 2. Schedule 1 Part M optional requirement M4(2) (category 2- accessible and adaptable dwellings) <input type="checkbox"/> 3. Schedule 1 Part M optional requirement M4(3) (category 3- wheelchair user dwellings) <input type="checkbox"/> No optional requirements apply:
Total Agreed Fee: Please tick the appropriate box for invoicing purposes	£ inc VAT <input type="checkbox"/> Client <input type="checkbox"/> Agent <input type="checkbox"/> Principal Designer / Contractor



I agree to the terms of business and have read and agree to the CICAIR contract terms (see item 15 overleaf) for ASK Building Control and confirm on behalf of myself/the client that I would like you to act in your capacity as Approved Inspector (see note 10 overleaf). Please sign and submit the Initial Notice to the Local Authority on my/the client's behalf.

Name.....

Date.....

Signed

On behalf of (client's Name)

For Electronic Submissions please tick in lieu of signing above.



Terms of Business*

Commencement on Instruction

1. On receipt of written confirmation of your order we will commence work.

Fees and Invoicing

2. All orders should state the address for invoices and, where required, the order number and address to which the invoice is to be sent/copied.
3. All invoices are due for payment on receipt. Interest may be calculated under The Late Payment of Commercial Debts (Interest) Act 1998 on any invoices not paid on time and may be charged along with the compensation fee. Overdue invoices for private individuals may attract interest at the Statutory Rate of 8% per annum. The legal and non-legal costs (whether or not legal proceedings are instituted) incurred for enforcing the claim and collecting the debt including the fees of the collecting agencies and solicitors shall be reimbursed to us.
4. The total fee will be invoiced on receipt of the application and will cover the issue of the initial notice, site inspections and consultation with YW and the fire authority where relevant. Payment due on receipt.
5. **All fees to be paid in full prior to a Final Certificate being issued.**
6. Fee quotations may include anticipated approximate numbers of site inspections. This number is approximate for resource planning purposes and is not guaranteed. The actual number of inspections done will be subject to timely notifications by the client/project manager/contractor and Ask Building Control Ltd inspector's discretion based on the information available and project risk assessment.

Agency

7. Agents signing on behalf of clients must ensure that they have informed the client that they have instructed us on their behalf and bring to the attention of their clients our Terms of Business. In the event that a client defaults on payment and they have not been informed of this agreement by the agent, then the agent can be held responsible for the outstanding fees.
8. Reasonable notice is required where an existing meeting or site inspection is rearranged or cancelled to avoid abortive journeys to site. Where insufficient notice is not given Ask Building Control Ltd may charge a reasonable fee for the time spent on abortive work subject to a minimum of £60 plus VAT.

Notice Required Before Commencement

9. Initial Notices should be submitted a minimum of 5 days before substantial commencement of work. Where work commences within 5 days, the Local Authority may reject the Initial Notice, assume the role of Building Control provider for the proposal, charge additional fees and require any work done to be opened up. Ask Building Control Ltd will charge a reasonable fee for the time spent on abortive work in these circumstances subject to a minimum of £100 plus VAT administration fee. No responsibility can be taken by Ask Building Control Ltd for any costs arising out of work which commences prior to acceptance of the Initial Notice.

Data Protection and You

10. As part of the Initial Notice submission we must disclose the client's name and address. This information is shared with the relevant parties such as Local Authority, Water Services provider and Fire Authority (this may not include all three depending on the project) The data shared has not been obtained for marketing purposes by third parties and therefore, if it is found that data has been used for such purposes by the Local Authority dealing with this Initial Notice they may breach the principles of the Data Protection Act. Ask Building Control Ltd stores all data electronically. Only data which is necessary such as surname and address is collected. Email address, phone numbers are optional to provide and are not necessary to share with third parties. See www.askbuildingcontrol.co.uk for Ask Building Control Ltd's Privacy Policy. Upon completion of a project, all paper is shredded and electronic data is archived and stored securely for 15 years. No information gathered will be used for any marketing purposes.
11. These Terms of Business cannot be varied unless agreed in writing by a Director.

Approved Inspector's General Obligations

12. The Approved Inspector shall carry out the services and any additional work with reasonable skill, care and diligence in accordance with this agreement. The Approved Inspector shall have due regard to the CIC Code of Conduct for Approved Inspectors.

Client's Information and Obligations

13. The client shall provide such information and assistance as the Approved Inspector reasonably requires from time to time in order to facilitate the timely provision of the services and any additional work.
14. The client will inform the Approved Inspector if the planning permitted development rights; prior notification; prior approval or the planning approval is subject to conditions and/or restrictions which may be relevant to or affected by the Building Regulations.
15. The client will inform the Approved Inspector if the electrical work will NOT be carried out by an installer registered with a Competent Person Self-Certification Scheme www.gov.uk/topic/planning-development/building-regulations
16. The client shall be responsible for safe access to the project being provided when the Approved Inspector reasonably requires it.

Design, permits and approvals

17. Except where permitted by law, the client shall be entirely responsible for the design, construction and management of the project and any additional work.
18. The client shall also be entirely responsible for obtaining and implementing all necessary permits, licenses and approvals (including their obligations under the Party Wall etc. Act 1996 to serve party wall notices etc), except those which form part of the services or any additional work.

Compliance with building regulations

19. The client, designers and contractors shall be responsible for the project's compliance with the building regulations and the services do not include managing the project to ensure that compliance is achieved.
20. The Approved Inspector shall take such steps as are reasonable to enable it to be satisfied as to the project's compliance with the building regulations, and if so satisfied, it shall issue a Final Certificate. The Final Certificate is not a representation that every aspect of the project complies with building regulations.

Changes to the project and additional work

21. The Approved Inspector shall notify the client in writing as soon as it becomes aware that any additional work will be required, because of:
 - I. Changes in the design, size, scope or complexity of the project
 - II. Changes in the timing or programming of the project
 - III. A failure by the client to comply with its obligations under this agreement
 - IV. Additional meetings and/or visits and/or other work if required
22. The client shall pay the Approved Inspectors for the additional work on a time charge basis (currently £60/hr). The Approved Inspector may include the charge in the next payment instalment after additional work (or part of it) has been performed.
23. Following termination by the Approved Inspector or the client, the Approved Inspector is entitled to write to the Local Authority (with a copy to the client) cancelling the Initial Notice under the building regulations, in which case the Approved Inspector functions will revert to the Local Authority and the Approved Inspector will be discharged from all requirements to complete the services or any additional work.
24. The right of either party to terminate for material breach of this agreement shall lapse if it has not been exercised within 35 days after giving notice of the breach to either party

Consequences of termination

25. If this agreement 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 and any additional work performed by the Approved Inspector prior to the notice of termination.
26. Termination of this agreement shall not affect any rights or remedies of the client or the Approved Inspector which exist at the date of termination

Limitations of liability

27. Nothing in this clause 27-34 shall limit the Approved Inspector's liability for negligence resulting in death or personal injury. Subject to that:
28. Notwithstanding anything to the contrary in [this agreement], the liability of the Approved Inspector under or in connection with this agreement whether in agreement or in tort [delict], in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed in aggregate a multiple of ten times the total of the fees payable to the Approved Inspector by the client.
29. 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 agreement 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:
30. All other consultants, contractors, subcontractors, and advisers engaged in connection with the project have provided contractual undertakings on terms no less onerous than those made by Ask Building Control Ltd to the client in respect of the carrying out of their obligations in connection with the project.
31. 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
32. 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.
33. The Approved Inspector shall not be responsible for the supervision of any contractor or subcontractor, nor shall the Approved Inspector have any liability for ensuring the performance or adequate standard of workmanship of any contractor or subcontractor.
34. The client shall look only to the Approved Inspector (and not to individuals engaged by the Approved Inspector or any individual directors or members of the Approved Inspector) for redress if the client considers that there has been any breach of this agreement. The client agrees not to pursue any claims in agreement, in tort (including negligence), for breach of statutory duty or otherwise against any such individuals as a result of carrying out its obligations under or in connection with this agreement at any time. The client acknowledges that such individuals are entitled to enforce this term of the agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
35. The Approved Inspector shall not be responsible for work carried out by an installer registered with a Competent Person Self-Certification Scheme.

Rights of third parties

36. No-one has any right to enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999, except as set out in clause 33. This does not affect the rights of the client and the Approved Inspector in relation to this agreement.

Commencement

37. Whatever the date of this agreement, it shall have effect as if it had been signed on the date when the Approved Inspector commenced the services.
38. These Terms of Business cannot be varied unless agreed in writing by a Director.

DEFINITIONS AND INTERPRETATION

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

Additional Work

Means the type or volume of services appropriate for an Approved Inspector to carry out in relation to the project as a result of or in consequence of the matters described in clause 21-22 and which are not already covered by the Approved Inspector services, together with any other services instructed by the client and agreed by the Approved Inspector.

Agent Usually an Architect/Developer/Builder acting on behalf of the client, with the full agreement of the client (see clause 7 & 8).

Approved Inspector

Means a licensed organisation carrying out the duties given to an Approved Inspector by the Building Act 1984 and regulations made under it.

CIC Means the Construction Industry Council.

Client Usually one or more individuals who are the land/property owner or occupier and who is having the work carried out.

Fee Means the total amount to be paid to the Approved Inspector for the services and any additional works.

Plans Certificate

The Approved Inspector will review Architects drawings and issue a Plans Certificate if possible. Note that limited plans / information will result in more reliance on the knowledge and competency of the person carrying out the work.

Statutory Functions

Means the duties of an Approved Inspector under the Building Act 1984 and regulations made under it.

Interpretation

In this agreement, unless the context otherwise requires:

- The word 'include' and any derivation 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.
- Building work is as defined by Regulation 3(1) of the Building Regulations 2010