

Ref. No. For Office Use Only		
Quote No:	Project No:	Date Received:

**Approved Inspector Building Control Service**

**Company No. 7043550 VAT Reg. No. 978 3347 69 Registered Office Address: Sanderson House, 22 Station Road, Leeds, LS18 5NT Tel: 0113 3720094 / 01969 625145 Email: admin@ydbc.co.uk / info@ydbc.co.uk**

**AGREEMENT FORM (Part 1)** – Please complete the sections below. We will require copies of the plans for domestic work and also for non-domestic work. 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 important that you read and understand the Terms & Conditions provided below and the accompanying Privacy Notice.**

**All completed Agreement forms must be accompanied by the total fee**

<b>Client Details</b> Name: Address: Tel: Email:	If an email address is given, correspondence will be sent by email, unless instructed otherwise
<b>Project Address:</b>	
<b>Description of Proposed Work</b> (Inc. Building use and number of storeys)	Please confirm that any electrical works will be carried out by a Part P registered contractor: Yes No
<b>Foul Drainage to:</b> <b>Surface Water Drainage to:</b>	
<b>New Dwelling Optional Requirements</b>	<b>In the case of a new dwelling, please specify whether any of the following optional requirements have been imposed by the planning authority:</b> 1. Regulation 36(2)(b) (optional water efficiency requirement of 110 litres per person per day) 2. Schedule 1 Part M optional requirement M4(2) (category 2- accessible and adaptable dwellings) 3. Schedule 1 Part M optional requirement M4(3) (category 3- wheelchair user dwellings) <b>No optional requirements apply:</b>
<b>Agent Details</b> Name: Address: Tel: Email:	
<b>Total Agreed Fee:</b>	£                  inc VAT  For fee and payment details please contact us: <b>Leeds - Tel: 0113 3720094 / Email: admin@ydbc.co.uk</b> <b>Leyburn - Tel: 01969 625145 / Email: info@ydbc.co.uk</b>
<b>Contractor Name:</b> Tel:	

I/we agree to the terms of business and have read and agree to the CIC contract terms (see item 15 overleaf) for Yorkshire Dales building Consultancy Ltd (YDBC Ltd) and confirm on behalf of the client that I/ we 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 our/their behalf.

Name..... Date.....

Signed ..... On behalf of (client's Name) .....

**For Electronic Submissions please tick in lieu of signing above.**

## Part 2 – Services

Taking such steps as are reasonable to enable them to be satisfied within the limits of the professional skill and care set out in clause 14 (below) that the plans and the works comply with the Building Regulations, the Approved Inspector shall –

Either undertake statutory functions.

or, undertake the following services (where appropriate to the project), including the Statutory Functions:

**Instructions** Receive instructions, brief and necessary documentation from the Client.  
Advise on procedure and programme for building regulation certificates.

**Initial Notice** Submit an Initial Notice to the relevant Local Authorities and provide copies 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 their observations to the Client. Undertake all other statutory consultations and forward the 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 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 framework** Prepare an inspection notification framework (inspection schedule) and if requested provide a copy to the Client. Adopt an appropriate site inspection regime taking account of relevant factors, and keep under review. Make inspections of the site in order 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.

**Final Certificate** Having taken reasonable steps to be satisfied that the whole or part of the works has been completed for Building Regulations purposes, issue a final certificate and send to the Client. If requested by the Client, provide a list of inspections carried out. Retain statutory records for an appropriate period. (References to the Client include persons designated by the Client).

## TERMS OF BUSINESS

1. Upon receipt of a completed Agreement form YDBC Ltd will serve the statutory Initial Notice. By signing this Agreement Form you are confirming that the person intending to carry out the work understands that YDBC Ltd will sign the Initial Notice on their behalf (Building Control Alliance -Initial Notice Protocol Paragraph 9.1).
2. All completed Agreement forms must be accompanied by the **total fee** (unless otherwise agreed) and include, where applicable, plans for the scheme of proposed works. Please provide an address to which the receipt can be sent or to which the receipt is to be copied.
3. Where invoices have been issued these are required to be **paid in full immediately**.
4. The total fee has been determined based on the information provided at quotation stage. Namely the number of site inspections (identified at instruction stage), a reasonable amount of time allocated to the plan checking process and where applicable, a proportion of the fee for checking of structural design/calculations by our consulting engineers.

Additional plan check/consultancy fees incurred by YDBC Ltd which are deemed as disproportionate to the total fee will be charged to the Client.

5. These terms of business cannot be varied unless agreed in writing. Full terms of business are as provided in the CIC contract for Approved Inspectors (copy available upon request).
6. A valid Agreement must include the fee as in 2 above for YDBC Ltd to be able to act as Approved Inspector for the project and proceed to serve the statutory Initial Notice. Unless agreed in writing fees will not be refundable in the event any project does not proceed. Where significant changes in a project are proposed including additional structural design information or, where structural design calculations are found to be incomplete or unsatisfactory, additional fees may be charged.
7. Fee scales/quotes, orders, invoicing and method of working will be as stated in each term contract.
8. Where payment of fees has been agreed then the amount must be paid in full prior to the issue of a Final Certificate or part Final Certificate.
9. Where additional site inspections are requested, over and above those agreed at the instruction stage, a fee will be charged per additional inspection. The fee will be notified prior to any of the additional inspections being carried out.
10. Where you are signing the Agreement form on behalf of a Client you are confirming that the Client accepts that YDBC Ltd will be undertaking the building control function for their project.
11. Complaints. YDBC Ltd has a complaints procedure. If you are not satisfied in any way with any aspect of the service you receive then please contact YDBC Ltd. A copy of our complaints procedure is available upon request.
12. Please return the completed Agreement to our Leeds office at Sanderson House, 22 Station Road, Leeds, LS18 5NT - email address: admin@ydbc.co.uk **or** to our Leyburn office at Unit 1 Elite Apartments, Harmby Road, Leyburn, DL8 5FE - email address: info@ydbc.co.uk
13. An Initial Notice, once served upon the Local Authority, does not become valid until it has been accepted by the Local Authority. Local Authorities have 5 (working) days within which to accept or reject an Initial Notice served upon them. The commencement of work to which an Initial Notice relates within this period is done entirely at the risk of the person carrying out the works.
14. YDBC Ltd. will carry out its duties with reasonable skill care and diligence and shall act with integrity in and for the interests of the Client for whom we act, maintaining confidentiality at all times, subject to our obligations in respect of current statutes or statutory provisions which are applicable to the functions of Approved Inspectors. YDBC Ltd. will undertake the function of Building Control Body and carry out the duties and obligations required by The Building Act 1984 and The Building (Approved Inspectors etc.) Regulations 2010.

## **15. APPROVED INSPECTOR ADDITIONAL CLAUSES**

### **Compliance with the Building Regulations**

The Client has the statutory responsibility for the Project's compliance with the Building Regulations and the Services do not include advising the Client or managing the Project to ensure that compliance is achieved or give rise to any duty to do so.

The Approved Inspector shall, in performing the Services exercising the level of skill and care provided in clause 14 above, 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 the Project as a whole or every aspect of the Project complies with the Building Regulations.

### **Termination Right**

The Approved Inspector may terminate this contract forthwith by notice in writing if the Approved Inspector reasonably believes that it is impossible or impracticable to perform the Services as a result of any circumstances for which the Approved Inspector is not responsible and/or that the Approved Inspector will not be in a position to issue a final certificate on completion. 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 (Approved Inspectors etc.) 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. The Approved Inspector shall not be liable for any losses, costs, expenses, damages, or liabilities that the Client may incur in such circumstances.

### **Limitations of Liability**

The Approved Inspector's obligation in relation to the performance of the Services shall be limited to the exercise of the level of skill and care provided in clause 14 and it shall only be liable if and to the extent that it has failed to exercise such skill and care.

The Approved Inspector shall not be responsible for or have any duty or liability in connection with the supervision of any contractor or sub-contractor, nor shall the Approved Inspector have any responsibility, duty or liability as a result of in connection with the performance of any contractor or sub-contractor or any contractor or sub-contractor's standard of workmanship.

### **The Insurer will not be liable in respect of:**

Any Claim arising from a contract, agreement or appointment signed, entered into or concluded on or after the 1st July 2021, which contains provisions more onerous than the ACAI/CIC approved 'Contract for the Appointment of an Approved Inspector' but only to the extent that the claim or part thereof relates to a liability arising out of provisions more onerous than the ACAI/CIC approved 'Contract for the Appointment of an Approved Inspector'.

Any Claim arising out of or liability assumed under a Third Party Contract entered into on or after the 1st July 2021 other than such liability that would have attached to the Insured in the absence of such Third Party Contract.

### **A Third Party Contract is defined as:**

*Any Collateral Warranty, Letter of Reliance or any other contract with a third party other than the Insureds appointment for the provision of services.*

### **Financial Cap**

Notwithstanding anything to the contrary in this Agreement, the liability of the Approved Inspector under or in connection with this Agreement whether in contract 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 the sum of ten times the total fee.

If no amount is inserted above, the liability of the Approved Inspector shall not exceed in aggregate a multiple of ten times the total of the fees payable to the Approved Inspector by the Client.

### **Economic Loss Exclusion**

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 Agreement.

### **Net Contribution**

Further and notwithstanding anything to the contrary contained in this Agreement and without prejudice to any provision in this Agreement whereby liability is excluded or limited to a lesser amount, the liability of the Approved Inspector, if any, for any loss or damage ("the loss or damage") in respect of any claim or claims shall not exceed such sum as it would be just and equitable for the Approved Inspector to pay having regard to the extent of the Approved Inspectors 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 agreement in respect of the carrying out of their obligations in connection with the project; and
- (ii) there are no exclusions of 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.

### **Time Limitation**

No action or proceedings under or in respect of this Agreement whether in contract, in tort, in negligence, for breach of statutory duty or otherwise shall be commenced against the Approved Inspector after the expiry of six years from the date of completion of services or the termination of the services if earlier.

### **Exclusion of Third-Party Rights**

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce a term of this Agreement. Neither the Approved Inspector nor the Client may assign its rights and/or benefits under this contract without the prior written consent of the other.

16. Please see the attached 'Privacy Notice'.