

1. Services and Obligations of ATBC

- 1.1 The function of ATBC shall be that of an Approved Inspector, as defined within the Building Act 1984, and they shall carry out these functions with integrity, adequate resources in a professional, and, practical manner. The function will be carried out exercising reasonable skill, care, and, the diligence to be expected of an appropriately qualified and competent expert with knowledge of the standards of construction required by the Building Regulations and (Amendment) Regulations.
- 1.2. ATBC has fully adopted the Building Control Performance Standards for Building Regulation compliance set by the Ministry of Housing (DLUHC).
- 1.3. On receipt of a signed client instruction form, ATBC shall submit an Initial Notice to the relevant local authority, as required by The Building (Approved Inspectors etc.) Regulations.
- 1.4. ATBC shall have the right to ask for and receive plans and any other relevant information, in order that they may determine whether the design is compliant with the Building Regulations and allied legislation.
- 1.5. ATBC may check the plans for compliance with the Building Regulations and allied legislation and send the nominated party a request for further information.
- 1.6. Where required by The Building (Approved Inspectors etc.) Regulations, ATBC shall consult the fire and rescue authority and/or sewerage undertaker and forward their comments when applicable.
- 1.7. ATBC is not accountable for works prior to an acceptance of the Initial Notice by the local authority. (Form 1 IN, Form 12 FOC and Form 13 SWC).
- 1.8. ATBC will visit site in line with the site inspection/visit plan issued on appointment unless advised otherwise and when notified accordingly.
- 1.9. ATBC have the right to request certificates and witness tests to any applicable element of the construction to assist with the assessment of reasonable compliance with the relevant regulation.
- 1.10. ATBC will issue a Final Certificate provided all works demonstrate reasonable compliance with the relevant regulations and in accordance with the Initial Notice.

1.11. ATBC take full responsibility for giving the necessary statutory notices and certificates in respect of the project to the relevant local authorities.

2. Responsibility of the Client

2.1. The client shall ensure that all necessary plans and information are provided to allow ATBC to determine compliance with the Building Regulations.

2.2. The client shall ensure that reasonable and safe access to the site and facilities are provided, at all reasonable times, to allow employees of ATBC to make necessary inspections.

2.3. The client shall make arrangements to allow employees of ATBC to witness tests on drainage, ventilation ductwork, emergency lighting, fire alarms etc. to ensure compliance with the Building Regulations. All test equipment, training and expenses incurred to carry out such tests are the responsibility of the client.

2.4. The client shall appoint ATBC in writing, by way of signed client instruction, prior to any work being carried out with respect to the function.

2.5. The client shall notify ATBC prior to commencement of work on site so that the inspection regime can be implemented.

2.6. For new dwellings or dwellings by conversion, the requirement for a Standard Assessment Procedure (SAP) calculation and Energy Performance Certificate (EPC) and an associated fees is the responsibility of the client and not ATBC.

2.7. For new commercial buildings, the requirement for a Simplified Building Energy Model (SBEM) calculation and any associated fees is the responsibility of the client and not ATBC.

2.8. For domestic schemes, electrical and heating systems should be installed by competent persons (see DLUHC section at gov.uk) and they should provide the relevant certification e.g. Gas Safe, NICEIC, ELECSA, OFTEC, NAPIT etc. when the work is completed. With the relevant certification, such installations do not form part of the Building Regulations approval provided by ATBC.

Where an installer does not have accreditation, ATBC reserve the right to charge an additional fee to cover additional inspections of the work or other works with

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details/information that may be required in order to determine compliance with the Building Regulations.

3. Cancellation of Initial Notices

- 3.1. ATBC shall cancel the Initial Notice by sending a Notice of Cancellation to the local authority in the following circumstances:
 - 3.1.1. After a formal Notice of Contravention has been served and no action has been taken by the client to regularise the contraventions within a prescribed time limit (normally 28 days) and no greater than 90 days.
 - 3.1.2. ATBC is prevented from carrying out their legitimate functions as an Approved Inspector for the project by undue restrictions placed upon them by the client or their agents.
 - 3.1.3. ATBC is prevented from making site inspections due to dangerous or unsafe conditions.
 - 3.1.4. Failure on the part of the client to submit requested information in a reasonable period of time.
 - 3.1.5. Any other condition or situation that prevents ATBC from carrying out their function as an Approved Inspector.

4. Professional Indemnity Insurance

- 4.1. ATBC is required to comply with the guidelines issued by the office of the MHCLG in respect of the maintenance of professional indemnity insurance.
- 4.2. ATBC shall, on written request of the client, provide evidence that the insurance is properly maintained.
- 4.3. ATBC shall immediately inform the client if the insurance referred to above ceases to be valid.

5. Local Acts

- 5.1. Local Acts are not enforced by Approved Inspectors and a separate application may need to be submitted and an additional fee may be payable to the enforcing body. ATBC will not be responsible for the submission of the application or payment of

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fees. ATBC may, however, assist with negotiations subject to the agreement of fees for this service.

6. CDM Regulations

- 6.1. ATBC is not a 'dutyholder' under the Construction (Design and Management) Regulations 2015 and therefore do not prepare or modify designs for a building, product or system relating to construction work.
- 6.2. ATBC advise that you seek guidance from a CDM professional to ensure compliance with your responsibilities under these regulations;

7. Terms of payment

- 7.1. All applications should state the person or company responsible for the payment of fees with address for invoices, an email address and a contact telephone number.
- 7.2. Where an application is placed on behalf of a third party, this client must take responsibility for payment of the fee.
- 7.3. All invoices are due for payment within 30 days of the issue date, including VAT as applicable.
- 7.4. Fees shall be calculated using the standard ATBC fee calculator that uses, description of work, location of site, number of site visits appropriate, and, the duration of time.
- 7.5. Invoices for site inspection will be issued once the first inspection is carried out.
- 7.6. Where a project has not commenced on site within 12 months of the date of the Initial Notice, then ATBC reserve the right to apply an annual increase to the inspection fee of 5%.
- 7.7. Where a project has not commenced on site within 3 years of the date of the Initial Notice, then that Initial Notice has deemed to have expired under The Building (Approved Inspectors etc.) Regulations and a new application will be required. A fee maybe issued to the client for reasonable administration costs.
- 7.8. Failure to pay fees may result in the project being cancelled with the local authority, and/or suspension of visits to any site. ATBC will be entitled to the full amount of the fee should debt recovery need to be instigated and charges will be added for collection.

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- 7.9. Instalments may be arranged in advance, at the discretion of the Director.
- 7.10. All fees must be paid in full prior to the issue of a Final Certificate.
- 7.11. Regardless of the number of site visits made where the project is abandoned, ATBC will be entitled to the full amount of the fee.
- 7.12. If the scope of the work changes to an extent that it becomes substantially different to that described in the original Initial Notice thus requiring the submission of an amendment notice, or amendments are made to the project requiring additional plan checking, consultations or inspections, then ATBC shall be entitled to additional payments. The amount will be subject to prior agreement between ATBC and the client.
- 7.13. If the project should result in a dispute between the client and a third party, then ATBC shall be entitled to make reasonable charges to recover additional costs on the project.

8. Copyright

- 8.1 The copyright in all documents prepared by ATBC in providing the services shall remain the property of ATBC unless a financial agreement is made.

9. Complaints

- 9.1 In the event that the client has a complaint in respect of the performance of services by ATBC under this agreement, without prejudice to any other remedy available under this agreement, they shall be entitled to have access to the Complaints Procedure (QSP007) which is available upon request.

10. Liability

- 10.1 The liability of ATBC shall be limited to such sum as would be just and equitable for ATBC to pay, having regard to the extent of the responsibility of ATBC for the damage suffered on the basis that all other consultants and any subcontractors who have a liability shall be deemed to have provided contractual undertakings to the client on terms no less onerous than those applying in the case of this agreement and shall be deemed to have paid to the client such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for such loss or damage.

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10.2. The liability of ATBC shall be limited to the amount of the professional indemnity (PI) insurance required by virtue of Clause 4.1 above, the standard form of contract for the appointment of a Approved Inspector (third edition 2020). No collateral warranties will be applicable or entered into.

11. Review

This policy is reviewed on an annual basis unless deemed otherwise necessary.

References

Building Act 1984

Building (Approved Inspector) Regulations 2010

CICAIR Building Control Performance Standards

CICAIR Code of Conduct 2017

CICAIR Contrast for Appointment of Approved Inspector, 3rd Edition

Form 30 – Feedback Form

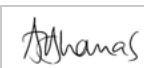
Form 01 - IN

Form 12 – FOC

Form 13 – SWC

Form 51 – Acceptance of IN

Form 52 – 5 Day Lapse Letter

| Revision No | Revision Date | Revisions Descriptions | Signature |
|-------------|---------------|------------------------|---|
| 01 | 21/11/22 | New Policy |  |
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