**Standard Terms and Conditions Top Building Control Ltd**

1. Services and obligations of Top Building Control Ltd

1.1. The function of Top Building Control Ltd shall be that of an Approved Inspector, as defined within the Regulations and shall carry out these functions with integrity, adequate resources and in a professional and practical manner, 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.

1.2. Top Building Control Ltd has fully adopted the Performance Standards for Building Regulation compliances set by the DCLG.

1.3. Top Building Control Ltd 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 in compliance with the Building Regulations.

1.4. Top Building Control Ltd shall check the plans for compliance with the Building Regulations and send the nominated party a request for further information.

1.5. Where applicable, Top Building Control Ltd shall consult the fire brigade / water authority and forward the comments when applicable.

1.6. Top Building Control Ltd are not accountable for works prior to acceptance of the Initial Notice by the Local Authority.

1.7. Top Building Control Ltd will visit site in line with the inspection regime unless advised otherwise, when notified accordingly.

1.8. Top Building Control Ltd have the right to request certificates and witness tests to any applicable element of the construction.

1.9. Top Building Control Ltd will issue a completion certificate provided all works are compliant and in accordance with the initial notice.

1.10. Top Building Control Ltd 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 Top Building Control Ltd to determine compliance with the Building Regulations.

2.2. The Client shall ensure that reasonable access to the site and facilities are provided, at all reasonable times, to allow employees of Top Building Control Ltd to make necessary inspections.

2.3. The Client shall make arrangements to allow employees of Top Building Control Ltd 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 Top Building Control Ltd in writing prior to any work being carried out with respect to the function.

2.5. The Client shall notify Top Building Control Ltd prior to commencement of the work on site so that the inspection regime can be agreed.

3. Cancellation of Initial Notices

3.1. Top Building Control Ltd shall cancel the Initial Notice by sending a Notice of Cancellation to the Local Authority in the following circumstances:

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).
2. Top Building Control Ltd is prevented from carrying out their legitimate functions as Approved Inspector for the project by undue restrictions placed upon them by the Client or their agents.
3. Top Building Control Ltd is prevented from making site inspections due to dangerous or unsafe conditions.
4. Failure on the part of the Client to submit requested information in a reasonable period of time.
5. Any other condition or situation that prevents Top Building Control Ltd from carrying out their function as an Approved Inspector.

4. Professional Indemnity Insurance

4.1. Top Building Control Ltd is required to comply with the guidelines issued by the Office of the DCLG in respect of the maintenance of professional indemnity insurance; details published at [www.cic.org.uk/services/register.php](http://www.cic.org.uk/services/register.php).

4.2. Top Building Control Ltd shall, on written request of the Client provide evidence that the insurance is properly maintained.

4.3. Top Building Control Ltd 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.  Top Building Control Ltd will not be responsible for the submission of the application or payment of fees.  Top Building Control Ltd will however assist with negotiations at no extra cost.

6. Terms of Payment

6.1. All orders should state the address for invoices.

6.2. Where an order is placed on behalf of a third party, the person placing the order must take responsibility for payment of the fee.

6.3. All invoices are due for payment within 14 days of the issue date including VAT as applicable.

6.4. Unless otherwise agreed, work carried out on an hourly basis will be invoiced at the end of each month.

6.5. Where plans are submitted by e-mail, a charge to cover the reasonable printing costs may be made which is in addition to our agreed fees.  This will not apply where we are notified in writing, prior to providing a quotation, where the cost of printing will be inclusive.

6.6. The fee quotation is made up of two parts - a validation or 'plan' fee and a Site Inspection Service fee. This fee represents 25% of the total fee and the Site Inspection Service fee 75% of the total fee.

6.7. An invoice for the Project Management Fee will be issued once an order has been placed and where the total fee is £500 plus VAT or less the invoice will include both the Project Management Fee and Site Inspection Service fee.

6.8. Invoices for Site Inspection Service fee will be issued:

a. After the first site inspection for the total amount where the fee is £1500 or less excluding VAT.

b. In instalments of not less than £750 excluding VAT as agreed with the Client, where the fee is in excess of £1500 excluding VAT.

6.9. All fees should be paid in full prior to the issue of a Final Certificate.

6.10. Regardless of the number of site visits made where the project is abandoned, Top Building Control Ltd will be entitled to the full amount of the fee.

6.11. If the scope of the work changes to an extent that it becomes substantially different to that described in the Initial Notice, then Top Building Control Ltd shall be entitled to additional payment.  The amount will be subject to discussion between Top Building Control Ltd and the Client.

7.0. Copyright

7.1. The copyright in all documents prepared by Top Building Control Ltd in providing the services shall remain the property of Top Building Control Ltd unless a financial agreement is made.

8.0. Complaints

8.1. In the event that the Client has a complaint in respect of the performance of Top Building Control Ltd services under this Agreement, without prejudice to any other remedy available under this Agreement, they shall be entitled to have access to the complaints handling procedure maintained by Top Building Control Ltd, written copies of which are available upon request from Head Office.

9.0. Liability

9.1. The liability of Top Building Control Ltd shall be limited to such a sum as would be just and equitable for Top Building Control Ltd to pay, having regard to the extent of the responsibility of Top Building Control Ltd 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 just and equitable for them to pay having regard to the extent of their responsibility for such loss or damage.  In assessing any liability arising from this Agreement, due regard shall be made to the limitations imposed by findings in the Murphy v Brentwood District Council (1989) 88 LGR 333CA.

9.2. The liability of Top Building Control Ltd shall be limited to the amount of the professional indemnity insurance required by virtue of Clause 4.1 above.