1. Top Building Control will commence work upon receipt of the signed Project Appointment Form or full details required to complete the said form. An email acceptance confirms acceptance of these terms.
2. When the client appoints Top Building Control to undertake Approved Inspector services, permission for us to sign the initial notice on behalf of the person carrying out the works is automatically assumed. When a third Party or agent appoints Top Building Control, the person carrying out the works should be informed and permission to sign the initial notice on their behalf is again automatically assumed. The person carrying out the works is usually the person paying for or procuring the work.
3. All invoices are due for payment within 30 days of the invoice date. In the event of non-payment of invoices Top Building Control Ltd reserve, the right to cancel our Initial Notice under Section 52.1(a) of the Building Act 1984 and will not be liable for any additional fees payable to the Local Authority for the reverted application.
4. Any agents or third parties that are instructing Top Building Control Ltd to undertake Approved Inspector services must ensure that the client is made aware of our appointment and make the client aware of our standard terms and conditions.
5. Top Building Control Ltd shall provide services with reasonable skill, care and diligence in accordance with the Construction Industry Council’s Code of Conduct for Approved Inspectors and the Building Control Performance Standards.
6. We shall have a right to request any plans, details or calculations that are necessary for us to carry out our assessment of the project to confirm compliance with the Building Act 1984 and the Building Regulations 2010.
7. The initial notice should be submitted to the local authority at least 5 days prior to works commencing on site and should works start within this 5-day period the Local Authority may not accept the Initial notice as deemed invalid. The Local Authority may then assume the role of Building Control provider and charge a fee. Top Building will not have any responsibility for any works that start without an initial notice in place or for any costs associated with starting prior to the initial notice being valid.
8. Payment Arrangements (unless otherwise agreed):A minimum of25% of the Building Control Application Fee will be payable upon submission of our Initial Notice but as per the quotation. The remaining 75% will be payable when works commence on site. Our payment terms are strictly 30 days from the issue date of the invoice. Fees below £500 + Vat will be invoiced as a single instalment upon submission of our Initial Notice. Site inspection invoices will be issued after the first site inspection.
9. Should the total fees be in excess of £1500 plus VAT the fee may be staged. However, the stage payments must be no less than £750 plus VAT, be fully paid prior to completion of works and be agreed with a Director at the time of appointment.
10. Unless otherwise agreed, work carried out on an hourly basis will be invoiced at the end of each month.
11. Top Building Control Ltd will consult the water authority when there is a possibility that a public sewer is being built over or near in accordance with regulation 13 of the Building (Approved Inspectors etc) Regulations 2010. It is advisable for the client to undertake their own services consultations in advance of works being undertaken to ascertain whether a build over agreement with the water authority is required, these agreements can delay projects and incur additions costs.
12. Top Building Control Ltd will consult the fire service, when required under Regulation 13 of the Building (Approved Inspectors etc) Regulations 2010. The fire service may have their own opinion on compliance and have wider powers under the fire safety order. It is therefore recommended to allow us to undertake this consultation at an early stage to ensure the design is agreed by all parties.
13. We shall have a right to inspect the works at agreed stages and request certification upon completion and request witnessing of any part/service or system of construction to verify that the works are being constructed in accordance with the Building Regulations 2010. All test equipment, training and expenses incurred to carry out such tests are the responsibility of the Client.
14. We must be notified prior to works commencing and at the agreed key inspection stages to arrange site inspections as per your inspection plan. Notification to be working day prior up to 5pm for the next working day, late request cannot guarantee a next or same day inspection.
15. Where works significantly change from that originally instructed, Top Building Control Ltd may charge reasonable additional fees for any additional plan assessment or site inspection works.
16. The client must ensure that the site is safe for our surveyors to carry out their inspections and appropriate facilities are in place to ensure the health and safety of Top Building Control surveyors.
17. Top Building Control shall issue a Final Certificate upon satisfactory completion of the works and collation of any information required to confirm compliance. A final certificate will not be issued until all outstanding invoices due to Top Building Control Ltd have been paid in full.
18. Top Building Control Ltd may cancel the initial notice and cease work on the project if we are unable to verify that works are in compliance with the Building Regulations due to non-provision of information or not being notified of key inspection stages or failure to communicate with us when requested to.
19. Top Building Control Ltd may cancel the initial notice and cease work on a project if we have informed the client of a contravention of the Building Regulations 2010 and this contravention has not been rectified within the time scale provided by us.
20. Top Building Control Ltd may cancel the Initial Notice if after 3 years the works have not commenced to their knowledge.
21. Top Building Control Ltd will not be responsible for any costs associate with testing and commissioning of building systems where we have requested to witness or be provided with certification. All domestic electrical works, where Part P applies, must be carried out by a competent person covered by one of the Self-certification schemes contained within Schedule 3 or (3A) of the Building Regulations 2010.
22. Gas installations must be certified by a GAS SAFE registered contractor. Oil fired appliances must also be certified by a third-party scheme. Clients must satisfy themselves that competent persons are certifying all electrical, gas, solid fuel and oil installations etc and obtain relevant certificates upon completion.
23. The fee quoted does not cover any works beyond the provision of Approved Inspector services. The client will remain responsible for all design information, calculations and certification that may be required to satisfy the Building Regulations 2010.
24. A final certificate should be issued within 28 days of occupation and/or substantially completed works for a relevant building, (Regulation 12 (6)a) or 56 days for all other cases); failure to comply may cause the initial notice to cease to have effect, Top Building Control Ltd cannot be held responsible for any additional fees that are payable to the Local Authority or any other costs if we are unable to issue a final certificate. We will be unable to issue a final certificate if any fees remain outstanding. In appropriate circumstance an Extension of Time can be requested but this is not guaranteed and Top Building Control Ltd cannot be held responsible for any additional fees that are payable to the Local Authority or any other costs incurred where this is refused.
25. The fee quoted shall not include any inspections or work on behalf of any Warranty providers.
26. The liability of Top Building Control Ltd shall be limited to such 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 contract 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. 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.
27. The role of Building Control is to ensure evidence of compliance from assessing design information and periodic surveys, not to provide conclusive proof of compliance with the Building Regulations. Your appointed builder/contractor/designer has a duty to build in accordance with the Building Regulations and relevant codes of practice. The function of Building Control should not be construed as quality assurance or project management. You are advised to ensure you have professional advice in this regard.
28. Our total aggregate liability arising out of, or in connection with this specific application, whether arising from negligence, breach of contract, or any other cause whatsoever, shall in no event exceed 7 x the total application fee excluding VAT or £1 million or 50% of any claim made against ToP Building Control; whichever is the lesser. This clause shall not exclude or limit our liability for actual fraud and shall not limit our liability for death or personal injury caused by our negligence."No action or proceedings for any breach of this agreement shall be commenced against Top Building Control after the expiry of 6 years from when the said work was carried out.
29. Top Building Control Ltd is required to hold professional indemnity insurance (PII) and a copy of this insurance can be made available upon request. Top Building Control Ltd shall immediately inform the client if the PII ceases to be valid.
30. If the client has a complaint in respect of the performance of Top Building Control Ltd, a copy of the complaint’s procedure will be made available upon request.
31. For legal reasons where an application has been received we will securely hold your data for a minimum of 15 years in accordance with our privacy policy, please ask for a copy if you wish, we do not share your data, unless for a function to meet these terms and conditions and for services to enable the satisfactory processing of your application.
32. 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.
33. These terms and conditions cannot be varied unless expressly agreed in writing by a Director.