**Midlands Building Control Consultancy Ltd Standard Terms and Conditions – Approved Inspector Services**

* Midlands Building Control Consultancy Ltd will commence work upon receipt of our project Information sheet.
* Our project information sheets needs to be completed in full including details of the person to be invoiced.
* When the client appoints Midlands Building Control Consultancy Ltd 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 Midlands Building Control Consultancy Ltd 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.
* All invoices are due for payment within 30 days of the invoice date.
* When a third party or agent appoints Midlands Building Control Consultancy Ltd to carry out the Approved Inspector services the client/person carrying out the works should be informed of our appointment and make the client aware of standard terms and conditions.
* Midlands Building Control Consultancy Ltd shall provide services with reasonable skill, care and diligence in accordance with the Construction Industry Councils Code of Conduct for Approved Inspectors and the Building Control Performance Standards.
* We shall have the right to request any further plans, information, structural 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.
* 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 the 5 days period the local authority may reject the initial notice. The local authority may then assume the role of Building Control provider and charge a fee. Midlands Building Control Consultancy Ltd 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.
* Midlands Building Control Consultancy Ltd will consult the water authority when there is a possibility that a public sewer is being built over or near. 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 may cause delays to the project and incur additional costs.
* Midlands Building Control Consultancy Ltd will consult with the fire service when required. 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 consult the fire service at an early stage to ensure the design is agreed by all parties.
* We shall have the right to inspect the project at various agreed stages and request certification upon completion to verify that the works are being constructed in accordance with the building regulations 2010.
* We must be notified prior to the works commencing and at agreed key inspection stages in order to arrange inspections.
* The plan examination fee will be due upon issue of the initial notice. This fee will be non-refundable should the works not proceed to site.
* Stage payments can only be agreed by the director for fee in excess of £3,000+VAT.
* All fees will need to be paid prior to completion of the works.
* Upon commencement of the works the site inspection fee will be due and an invoiced issued whether an inspection has taken place or not, payment required within 30 days of the invoice receipt.
* Where works significantly change from that originally instructed, We may charge reasonable additional fees for any additional plan examination and site inspection works.
* The client must ensure that the site is safe for our surveyors to carry out site inspections and appropriate facilities are in place to ensure the health and safety of Midlands Building Control Consultancy Ltd surveyors.
* Midlands Building Control Consultancy Ltd will issue a completion certificate upon satisfactory completion of the works and collation of any information required to confirm compliance. A completion certificate will not be issued until outstanding invoices due to Midlands Building Control Consultancy Ltd have been paid in full.
* Midlands Building Control Consultancy Ltd may cancel the initial notice and shall cease work on the project if we are unable to verify that the works are in compliance with the building regulations due to non-provision of information or not being notified at key inspection stages.
* Midlands Building Control Consultancy Ltd may cancel the initial notice and shall cease work on the 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.
* Midlands Building Control Consultancy Ltd will not be responsible for any costs associated with testing and commissioning of building systems where we have requested certification. All domestic work where Part P applies must be carried out by a competent person and an electrical test certificate provided.
* The fee quote 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 building regulations 2010.
* A final certificate should be issued within 28 days of occupation or the initial notice may cease to have effect. Midlands Building Control Consultancy Ltd will not be responsible for any additional fees that are payable to the local authority or any other costs if we are unable to issue a completion certificate. IT is the owners/clients responsibility to inform us as soon as possible when the project is complete.
* The fee quoted does not include any site inspections for warranty providers.
* The liability of Midlands Building Control Consultancy Ltd shall be limited to such sum as would be just and equitable for Midlands Building Control Consultancy Ltd to pay, having regard to the extent of the responsibility of Midlands Building Control Consultancy 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 just and equitable for them to pay having regard to the extent of their responsibility to 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.
* It is the client’s responsibility for compliance of the works under the building regulations and the Building Act 1984. Midlands Building Control Consultancy Ltd can only assess the works on the project at key inspection stages, when notified and are not considered project managers or clerks of works. The role of Building Control is to ensure evidence of compliance from assessing design information and periodic site inspections, not 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.
* The liability of Midlands Building Control Consultancy Ltd shall be limited to the amount of the professional indemnity insurance held by Midlands Building Control Consultancy Ltd. A copy of our professional indemnity insurance will be made available upon request. Midlands Building Control Consultancy Ltd shall immediately inform the client if the PI ceases to be valid.
* In the event that the client has a complaint in respect of the performance of Midlands Building Control Consultancy Ltd , a copy of the complaints procedure will be made available upon request.
* These terms and conditions cannot be varied unless expressively agreed in writing by the director.