



ALPHA
BUILDING CONTROL

**STANDARD TERMS
AND CONDITIONS**

1. DEFINITIONS

In this Contract, unless the context otherwise requires, the following expressions shall have the following meanings:

Additional Work	means any additional or varied services as a result of or in consequence of the matters described in clauses 9.1.1-9.1.5 and which are not already covered by the Services set out in Part 4, together with any additional or varied services instructed by the Client and agreed by the Building Control Approver.
Agent	means the person or company as identified as 'Agent' who may act on the Client's behalf in respect of this Contract.
Building Act	means the Building Act 1984 as amended by the Building Safety Act.
Building Safety Act	means the Building Safety Act 2022, including the Secondary Legislation.
BSR	means the Building Safety Regulator under the Building Safety Act.
Building Regulations	means the building regulations made under the Building Act, including the Building Regulations 2010.
Client	means any person for whom a project is carried out.
Consumer	means an individual acting for a purpose which is wholly or mainly outside that individual's trade, business, craft or profession.
Defence Costs	means all costs and expenses (other than costs incurred in connection with dishonesty and fraud) which are incurred by the Building Control Approver (with prior written consent of its insurer) or its insurer in connection with the defence, investigation or settlement of any claim made against the Building Control Approver and notified under its insurance policy and in connection with any circumstances which might give rise to a claim.
Domestic Client	means one or more individual(s) who are owners or occupiers of a dwelling.
Fee	means the total amount to be paid to the Building Control Approver for the Services.
Final Certificate	means a certificate in accordance with Section 51 of the Building Act.
HRB Work	means higher risk building work as defined under the Building Act and the Higher-Risk Buildings (Descriptions and Supplementary Provisions) Regulations 2023, as such definition may be amended from time to time.
Initial Notice	means an initial notice to the relevant local authority notifying them of the Project under Section 47 of the Building Act.

Insolvent	means as defined in section 113, Housing Grants, Construction and Regeneration Act 1996.
Professional Conduct Rules	means the Professional Conduct Rules for Registered Building Control Approvers and the Health and Safety Executive's Building Control Professional Codes and Standards.
Professional Team	means any other party appointed by or to be appointed by the Client and/or the Agent on its behalf in addition to the Building Control Approver to provide services and/or works in relation to the Project.
Secondary Legislation	means the secondary legislation enacted under the Building Safety Act, including, but not limited to, The Building (Approved Inspectors etc. and Review of Decisions) (England) Regulations 2023, the Higher-Risk Buildings (Descriptions and Supplementary Provisions) Regulations 2023 and the Building (Registered Building Control Approvers etc.) (England) Regulations 2024.
Services	means the services listed in clause 2 of this Contract.
Statutory Functions	means the duties of a Building Control Approver under the Building Act, the Building Safety Act and any regulations made under these Acts and formal guidelines issued by a government department.

2. SERVICES AND OBLIGATIONS OF ALPHA BUILDING CONTROL LTD

- 2.1. The function of Alpha Building Control Ltd (ABC) shall be that of a Registered Building Control Approver, as defined within the Building Act 1984, and they 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 and The Building (Registered Building Control Approvers etc.)(England) Regulations 2024. Notwithstanding any other provisions of this contract: (i) ABC Shall have no greater obligation under or in connection with this contract than to exercise reasonable skill, care, and diligence and (ii) nothing in this contract or otherwise shall impose any obligation, warranty or guarantee (whether express or implied) on or from ABC that the services and/or any additional work shall be suitable or fit for any specified purpose.
- 2.2. ABC shall have no responsibility and/or liability under or in connection with this contract for the performance and/or supervision of any member(s) of the professional team in relation to the project and ABC shall have no responsibility and/or liability in respect of quality control of works.
- 2.3. ABC shall have no responsibility and/or liability for any failure by the client or any member(s) of the professional team to comply with their obligations under the Building Safety Act, Building Act, or relevant statutes. Any delay arising as a result of such failures shall entitle ABC to an additional fee and extension of time in accordance with clause 9.
- 2.4. It should be noted that ABC is not able to provide Building Control services if:
 - a. The project has already 'started' or
 - b. There is a likelihood that works are due to 'start' within a five-working day period following the receipt of the confirmation of appointment.

- 2.5. On receipt of a signed application form, ABC shall submit an Initial Notice to the relevant local authority, as required by The Building (Registered Building Control Approvers etc.) (England) Regulations 2024.
- 2.6. ABC 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.
- 2.7. ABC may check the plans for compliance with the Building Regulations and send the nominated party a request for further information.
- 2.8. Where required by The Building (Registered Building Control Approvers etc.) (England) Regulations 2024, ABC shall consult the fire and rescue authority and/or sewerage undertaker and forward their comments when applicable.
- 2.9. ABC shall have no responsibility and/or liability for works before the issue of the Initial Notice to the local authority.
- 2.10. ABC will visit the site in line with the contact plan issued on appointment unless advised otherwise and when notified accordingly. Contact plan provided are in accordance with ABC relevant policies – it remains the responsibility of those relevant duty-holders to identify when ABC should complete relevant inspections. Contact Plans are based on works for all parts of the project running concurrently. Additional fees may apply if this is not the case.
- 2.11. ABC 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.
- 2.12. ABC will issue a Final Certificate provided all works demonstrate reasonable compliance with the relevant regulations and in accordance with the Initial Notice.

3. RESPONSIBILITY OF THE CLIENT

- 3.1. The client shall ensure that all necessary plans and information are provided to allow ABC to determine compliance with the Building Regulations.
- 3.2. The client shall ensure that reasonable and safe access to the site and facilities are provided, at all reasonable times, to allow employees of ABC to make necessary inspections.
- 3.3. The client, their agent or the contractors should give adequate prior notice (48 hours) of the key stage inspections.
- 3.4. The client shall make arrangements to allow employees of ABC 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.
- 3.5. The client shall appoint ABC in writing, by way of signed application form, prior to any work being carried out with respect to the function.
- 3.6. The Client shall ensure that the details completed in sections 1, 2, and 3 of the application are correct before signing (and/or arranging for it to be signed) and returning it to ABC, this will be used for submission of the Initial Notice to the relevant Local Authority. The Client and /or representative shall ensure the Application is returned to ABC in sufficient time so that the Initial Notice can be submitted to the relevant Local Authority not less than 5 working days before works commence on Site.
- 3.7. The client shall notify ABC prior to commencement of work on site so that the Contact Plan can be implemented.

- 3.8. For new dwellings or dwellings by conversion, the requirement for a Standard Assessment Procedure (SAP) calculation and Energy Performance Certificate (EPC) and any associated fees is the responsibility of the client and not ABC.
- 3.9. 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 ABC.
- 3.10. For domestic schemes, electrical and heating systems should be installed by competent persons (see HLC 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 ABC.
- 3.11. Where an installer does not have accreditation, ABC reserve the right to charge an additional fee to cover additional inspections of the work.
- 3.12. The Client shall notify the ABC immediately if it does not consider itself to be, or ceases to be, the person carrying out the works for the purposes of the Building Regulations and will confirm the identity of the person carrying out the works to ABC. The Client will procure the necessary consents and approvals from any other person carrying out the works in a timely manner to enable ABC to perform the Services and any Additional Work.

4. COMPLIANCE WITH BUILDING REGULATIONS

- 4.1. The client and not ABC shall be responsible for the project's compliance with the Building Regulations 2010 (as amended), Building Act 1984 (as amended) & Building Safety Act 2022. The services do not include, and ABC is not responsible for (i) confirming whether the Building Regulations have been complied with, and/or (ii) advising the client and/or managing the project to ensure compliance with the Building Regulations is achieved.
- 4.2. It is the responsibility of the relevant stakeholders to appoint competent duty holders (e.g. clients, designers, principal designers, contractors and principal contractors) & for that competence to have been proven in accordance with relevant recognised competency standards (e.g. PAS 8671 and PAS 8672).
- 4.3. ABC shall take such steps as are reasonable to enable it to determine that a Final Certificate can be issued, and if so determined, it shall issue a Final Certificate. Any Final Certificate is based on the information and documents provided to ABC by the Client and the services performed and is not a representation that every aspect of the Project complies with the Building Regulations and/or conclusive proof of the project's compliance with the Building Regulations.
- 4.4. ABC shall not be responsible and/or liable to any party under or in connection with this Contract for any delay in issuing the Final Certificate and shall not be responsible and/or liable for any additional fees that are payable to the relevant local authority and/or any other costs, as a result of ABC being unable to issue a Final Certificate at any time.

5. CANCELLATION OF INITIAL NOTICES

- 5.1. ABC reserve the right to cancel the Initial Notice by sending a Notice of Cancellation to the Local Authority in the following circumstances:
- a. After a formal notice of contravention has been served and no action has been taken by the client to remove the contravention within the time requested.
 - b. An inspector is prevented from carrying out their legitimate functions as an Approver by undue restrictions placed upon them by the client or their agents.
 - c. An inspector is prevented from making site inspections due to dangerous or unsafe site conditions.
 - d. Failure on the part of the client to submit requested information in a reasonable period of time.
 - e. If after 3 years from the date the Initial Notice was served, works have not commenced.
 - f. Any other condition or situation that prevents the inspector from carrying out their function as an Registered Building Inspector / Registered Building Control Approver.
 - g. ABC may (upon their discretion) charge/invoice for any works undertaken by ABC prior to the cancellation of the initial notice

6. PROFESSIONAL INDEMNITY INSURANCE

- 6.1. In accordance with the requirements of a Registered Building Control Approver (as set out in the Professional Conduct Rules & the Operating Standard Rules as published by the Building Safety Regulator), ABC will maintain adequate insurance which is in accordance with the requirements of the Secretary of State. The liability of ABC in providing the services shall not exceed the limitations of this insurance.

7. LOCAL ACTS

- 7.1. Local Acts are not enforced by ABC and a separate application may need to be submitted and an additional fee may be payable to the enforcing body. ABC will not be responsible for the submission of the application or payment of fees. ABC may, however, assist with negotiations subject to the agreement of fees for this service.

8. CDM REGULATIONS

- 8.1. ABC 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.
- 8.2. ABC advise that you seek guidance from a CDM professional to ensure compliance with your responsibilities under these regulations;
<http://www.hse.gov.uk/pubns/books/l153.htm>.

9. TERMS OF PAYMENT

- 9.1. 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.
- 9.2. Where an application is placed on behalf of a third party, this client must take responsibility for payment of the fee.
- 9.3. All invoices are due for payment within 7 days of the issue date, including VAT as applicable.
- 9.4. Fees shall be calculated as follows:
 - 9.4.1. Where the total fee is £1000+VAT or less, then full payment should be made with the application, as validation of the application.
 - 9.4.1.1. The validation fee is non-refundable.
 - 9.4.2. Where the total fee is greater than £1000+VAT, then two invoices will be issued, with the validation fee equal to 40% of the total fee, and the site inspection fee as the remaining balance, due on commencement of the project on site.
 - 9.4.2.1. The validation fee is non-refundable.
 - 9.4.2.2. The site inspection fee is non-refundable if the first inspection has been carried out.
- 9.5. Invoices for site inspection will be issued once the first inspection is carried out.
- 9.6. Where a project has not commenced on site within 12 months of the date of the Initial Notice, then ABC reserve the right to apply an annual increase to the inspection fee of 5%.
- 9.7. 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 (Registered Building Control Approvers etc.) (England) Regulations 2024 and a new application will be required.
- 9.8. Failure to pay fees may result in the project being cancelled with the Local Authority, and/or suspension of visits to any site. ABC will be entitled to the full amount of the fee should debt recovery need to be instigated and charges will be added for collection. http://www.financialombudsman.org.uk/publications/technical_notes/debtcollecting-note.html
- 9.9. Instalments may be arranged in advance, at the discretion of any of the Directors or the Finance Director.
- 9.10. All fees must be paid in full prior to the issue of a Final Certificate.
- 9.11. Regardless of the number of site visits made where the project is abandoned, ABC will be entitled to the full amount of the fee.
- 9.12. 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 inspection, then ABC shall be entitled to an additional payment and reserves the right to make the following charges:
 - 9.12.1. Amendment Notices to Local Authority - £75 + VAT
 - 9.12.2. Resubmission of Initial Notice to Local Authority - £150 + VAT
 - 9.12.3. Change of Dutyholder notification to the Local Authority – £150 + VAT

- 9.12.4. Extension of time to the Local Authority - £75 + VAT
- 9.12.4. Additional Site Inspections –
- Domestic Projects - £150 + VAT per visit
- Commercial Projects where the Regulatory Reform (Fire Safety) Order 2005 applies to the work - £200 + VAT per visit.
- 9.13. If the project should result in a dispute between the client and a third party, then ABC shall be entitled to make reasonable charges to recover additional costs on the project.

10. COPYRIGHT

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

11. COMPLAINTS

- 11.1. Complaints, detailed in writing, will be handled in accordance with the ABC complaints policy procedure, details of which can be provided on request.

12. LIABILITY

- 12.1. The liability of ABC shall be limited to such sum as would be just and equitable for ABC to pay, having regard to the extent of the responsibility of ABC 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. 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.
- 12.2. The liability of ABC shall be limited to the amount of the professional indemnity (PI) insurance required by virtue of Clause 6.1 above.



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