



Appointment Form

Site Location

Property Address (Please provide a site location plan1:1250)	
Description of Works (This will be shown on the Final Certificate):	

Commencement and Project Information

Planned Commencement date:	
Planned 15% of works completion date, e.g. Floor Slab:	
Please note that a Confirmation Declaration is to be issued on completion of works by the responsible person	

About the Building

Name of Local Authority for the location that the work is being undertaken:	
The Buildings Existing Use	<input type="checkbox"/> Commercial <input type="checkbox"/> Domestic
The Buildings Proposed Use	<input type="checkbox"/> Commercial <input type="checkbox"/> Domestic

Connecting into a Public Sewer

Is there a Public Sewer or Shared Drain below or within 3m of the proposal?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do the works involve a new connection to the Mains Sewer? (If Yes please provide a connection plan).	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Client Details

Must Be Property Owner, Person Procuring the Works eg Tenant / Lease Holder

Name:	
Address:	Line 1
	Line 2
	Line 3
	Line 4
	Line 5
Post Code:	
Telephone Number:	
Email:	

Appointed Agent Details

Name:	
Address:	Line 1
	Line 2
	Line 3
	Line 4
	Line 5
Post Code:	
Telephone Number:	
Email:	

Principal Designer Details e.g. ARCHITECT

(if a principal designer has not been appointed while completing this form, if appointed in the future we must be notified within 14 days)

Name:	
Address:	Line 1
	Line 2
	Line 3
	Line 4
	Line 5
Post Code:	
Telephone Number:	
Email:	

Principal Contractor's Details e.g BUILDER

(if a principal contractor has not been appointed while completing this form, if appointed in the future we must be notified within 14 days)

Name:	
Address:	Line 1
	Line 2
	Line 3
	Line 4
	Line 5
Post Code:	
Telephone Number:	
Email:	

Fees and Payment

Agreed Fee on Appointment:	£ + VAT @ 20% = Total £
Agreed Fee on Commencement:	£ + VAT @ 20% = Total £
OR	
Agreed fee for Administration & Site Visits:	£ + VAT @ 20% = Total £

Person Responsible for Paying the Building Regulations Fees?

Please tick the box which is appropriate – Client Agent Other*
 *If other, please provide the below information:

Full Name:	
Company Name (if applicable):	
Your Reference (If Applicable):	
Address:	
Telephone Number:	
Email:	

Additional Services	
(Please indicate if you wish for additional services)	
Energy Assessment (SAP, SBEM & EPC)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Overheating Assessment	<input type="checkbox"/> Yes <input type="checkbox"/> No
Water Efficiency Calculations	<input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Services	
(If already quoted)	
Agreed Fee for Energy Assessment (SAP, SBEM & EPC) :	£ + VAT @ 20% = Total £
Agreed Fee for Overheating Assessment :	£ + VAT @ 20% = Total £
Agreed fee for Water Efficiency Calculations :	£ + VAT @ 20% = Total £

To Corporate Approved Inspectors – Gateway Building Control the Signature(S) below duly authorises you to sign the INITIAL NOTICE to be sent to the Local Authority on our behalf. This signature also confirms acceptance of the following terms and conditions of appointment form relating to the proposed work as described above by the parties noted above by the parties noted above in boxes [5] & [2]. THE SIGNATURE BELOW IS BY THE PERSON RESPONSIBLE FOR THE BUILDING WORK DESCRIBED ABOVE or THEIR APPOINTED AGENT/BUILDER

Signature		
Name:	Signed:	Date:

PLEASE NOTE THAT THIS APPOINTMENT FORM MAY NOT BE PROCESSED THE SAME DAY & THERE IS A SATUTORY 5 DAY NOTICE PERIOD REQUIRED ONCE THE INTIAL NOTICE HAS BEEN SERVED TO THE LOCAL AUTHORITY

(If you are a contractor or agent appointed to act on behalf of the property owner (i.e The person responsible for building works) or otherwise appointed to procure building regulation consents on behalf of the person responsible for the building work, then signing this contract binds them to our terms & conditions of contract. It is your responsibility to advise the property owner of this contract and to render a copy to them. Terms and conditions follow on pages 3 to 4 attached)

Please complete and return to :

Gateway Building Control Ltd

Woodlands Business Park

Roughan Industrial Estate

Bury St Edmunds

IP30 9ND

///lilac.stud.flamenco

In these Conditions the following words and expressions shall have the following meanings:

"Client" the company, firm or individual instructing Gateway Building Control to act as Approved Inspector providing Building Regulation approval services for the project, duly appointed as the case may be to act on behalf of the registered property owners being subjected to building work;

"Clients Agent" means the person, firm, company identified on this form of appointment who in good faith represents the person intending to carry out building work, by virtue of a contract which they state [verbally or in writing] exists between them, and the person intending to carry out the building work. This person who in good faith signs this document is deemed to have the authority of the person intending to carry out the building work, and who is ultimately responsible for building work carried out at the premises indicated on this form.

"Conditions" the standard Conditions and conditions of provision of Services set out in this document and conditions agreed in writing between Gateway Building Control and the Client.

"Project" the work described on this Appointment Form & subsequent Initial Notice.

1. Introduction

1.1. The Approved Inspector shall provide the services with reasonable skill, care and diligence and in accordance with the Construction Industry Council's Code of Conduct for Approved Inspectors.

1.2. A binding contract shall not be formed until Gateway Building Control receives from the Client or from their appointed Agents / Contractors, deemed as representing the person undertaking the building work, the completed and signed Application Form allowing Gateway Building Control to commence basic service provision. If in our opinion, any details contained in the Application Form are incorrect we shall notify the Client in writing within 10 working days from receipt (and before Gateway Building Control starts to perform the Basic Services) and either request that the Application Form is resubmitted to Gateway Building Control by the Client or from their appointed Agents / Contractors. Gateway Building Control and the Client may agree either verbally or in writing (which for this purpose shall include email) how the issue is to be resolved.

1.3. All documentation exchanged between a signatory of this document is deemed as having been delivered by the signatory, to all parties who may be affected by this contract particularly the person intending to undertake building work.

2. Clients obligations

2.1. The Client shall supply such information to the Approved Inspector at such times as is reasonably required for the delivery of the services.

2.2. The Client shall notify the Approved Inspector in writing of any agent appointed to act on behalf of the Client and of any change or dismissal of the agent providing client technical support i.e. Client Architect.

2.3. The Client shall notify the Approved Inspector in writing of any instruction to vary the services.

2.4. The Client shall make available during normal working hours proper access to the site for the Approved Inspector or his appointed Agent or servant in order to carry out inspections of work.

2.5. To obtain consent and to comply with all other legislative requirements as would be applicable to the proposed developments (i.e. Town & Country Planning Consents, Freeholders consents, Building Regulations etc.)

2.6. To notify Gateway Building Control of commencement of work and certain stages of work as may be mutually agreed.

2.7. To undertake all building work in accordance with plans which show compliance with the building regulations, British Standards, Codes of Practice and approved specifications prepared on the clients behalf, as they may apply at the time of application of our services, and which show compliance with current building regulations.

2.8. The client shall be responsible for the projects compliance with the building regulations and our services does not include advising the client or managing the project to ensure that compliance is achieved.

3. Assignment and subcontracting

3.1. Neither the Client or the Approved Inspector shall assign the whole or any part of this Agreement without the consent of the other in writing. Such consent shall not be unreasonably withheld.

3.2. The Approved Inspector shall not subcontract any part of the services without giving written notification to the Client.

3.3. A person or company who is not a party to this Agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that act.

4. Payment of statutory fees for Building Regulation Approval

4.1. The Client shall pay the Approved Inspector for the performance of the services the fees and charges in such instalments as set out in any pre-agreed Fee Proposal or as shown on this document. Our Building Regulation fees otherwise by default become immediately payable upon local authority "Acceptance" of our Initial Notice and must therefore be settled prior or at commencement of building work. All fees and charges under the Agreement are exclusive of Value Added Tax (If applicable) which if due shall be paid at the prevailing rate concurrently in addition.

4.2. Where the Client intends to withhold payment of any amount either stated in the Approved Inspector's invoice, the Client must give written notice to the Approved Inspector not later than 5 days before the final date for payment, stating the amount to be withheld and the grounds for withholding payment.

4.3. In the event that the Client is in default over payments of any amount due either at commencement of work, and following the issue of our invoice demands, and no notice of intention to withhold payment from such amount has been given under Clause 4.2 above, the Approved Inspector may suspend performance of any or all of the services, and Final Certificates will not be issued. This right is subject to the Approved Inspector first giving the Client not less than 7 days' written notice of such intention and stating the grounds for suspension. The right to suspend performance shall cease when the Client makes payment of any amount due. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the services. Such suspension shall not be treated as a suspension under Clause 8 below. We reserve the right to claim interest (8% plus the Bank of England base rate) under the Late Payment of Commercial Debts (Interest) Act 1998 and a fixed fee sum for the cost of recovering a late payment of £40 for debts up to £999 and £70 for debts up to £9,999 will be charged. These amounts are set by late payment legislation.

4.4. The Approved Inspector shall notify the Client in writing as soon as it becomes reasonably apparent that any work additional to the subject of this Agreement will be required.

4.5. Where the Approved Inspector is involved in additional work because of:

- Changes in the scope of the work, and/or
- Changes in the program of the work, and/or
- Changes instructed to the services, and/or
- The commencement of adjudication, arbitration or litigation.

The Client shall pay to the Approved Inspector additional fees calculated (unless otherwise agreed) on the revised cost of the works, or at an hourly rate of £80.00.

5. Professional Indemnity Insurance

5.1. The Approved Inspector is required to comply with the guidelines issued by the Department of Transport, Environment and the Regions in respect of the maintenance of professional indemnity insurance.

5.2. The Approved Inspector shall on written request of the Client provide evidence that the insurance is properly maintained.

5.3. The Approved Inspector shall immediately inform the Client if the insurance referred to in Clause 5.1 above ceases to be available.

6. Copyright

6.1. The copyright in all documents prepared by the Approved Inspector in providing the services shall remain the property of the Approved Inspector. Subject to payment by the Client of the fees properly due to the Approved Inspector under this Agreement the Approved Inspector grants to the Client an irrevocable non-exclusive royalty free licence to copy and use the documents for any purpose related to the project.

6.2. The Approved Inspector shall not be liable for any use of the documents for any purpose other than that for which they were prepared and provided by the Approved Inspector.

7. Warranties

7.1. The Client shall have in place an approved Designate Warranty Provider cover prior to serving of an Initial Notice for new build homes or flats formed by conversion, and shall notify Gateway Building Control immediately if the warranty is no longer in place.

8. Suspension and Termination

8.1. The Client may suspend performance by the Approved Inspector of all or any of the services by giving 7 days' written notice to the Approved Inspector. The Client must also give notice of cancellation of Initial Notice to the appropriate local authority and the Approved Inspector in accordance with Section 52 of the Building Act 1984.

8.2. The Client may terminate the appointment of the Approved Inspector under this Agreement by giving 7 days' written notice to the Approved Inspector.

8.3. Where services have been suspended by the Client and the Agreement has not been terminated, the Client may, by giving reasonable written notice to the Approved Inspector, require the Approved Inspector to resume the performance of the services.

8.4. If the Client materially breaches its obligations under this Agreement the Approved Inspector may serve on the Client a notice specifying the breach and requiring it remedy within 28 days, and if the Client thereafter fails to remedy that breach within that period the Approved Inspector may terminate this Agreement by giving written notice to the Client.

8.5. If either party: Commits an act of bankruptcy or has a receiving or administrative order made against it, and/or

Goes into liquidation, and/or becomes insolvent, and/or makes any arrangement with its creditors the other may suspend performance of the services or may terminate the appointment by giving written notice to the Client.

8.6. These rights are in addition to those granted to the Approved Inspector under Clause 4 above.

9. Consequences of suspension and termination

9.1. If performance of the services has been suspended under Clause 4 or Clause 8 above or the Agreement has been terminated pursuant to the provisions of Clause 8 above:

9.1.1. The Client shall pay the Approved Inspector any instalments of the fees due to the Approved Inspector up to the date of suspension or termination together with a fair and reasonable proportion of the next following instalment commensurate with the services performed by the Approved Inspector.

9.1.2. Unless the Agreement has been terminated by the Client because of a material breach by the Approved Inspector the Client shall pay the Approved Inspector within 28 days of written demand the consequential costs necessarily incurred as a result of the suspension or termination.

9.2. Termination of the Agreement shall be without prejudice to the rights and remedies of the parties.

10. Complaints

10.1. In the event that the Client has a complaint in respect of the performance of the Approved Inspector's services under this Agreement, without prejudice to any other remedy available under this Agreement, he shall be entitled to have access to the complaints handling procedure maintained by the Approved Inspector, written copies of which should be available upon request from the Approved Inspector.

11. Arbitration

11.1. Any dispute arising under this Agreement, including those for more than £50,000 and/or those where adjudication would not apply, may be referred at the instance of either of the parties to be determined by an instance of either of the parties to be determined by an Arbitrator. The person who is to act as an arbitrator shall be agreed between the parties within 28 days of the one giving written notice of his wish to refer the decision to an arbitrator or, failing agreement at the end of that period, shall be a person appointed by the President or Vice-President of the Chartered Institute of Arbitrators at the instance of either party. The arbitration shall be conducted in accordance with the Construction Industry Model Arbitration Rules current at the time of entering this Agreement.

12. Liability

12.1. The liability of the Approved Inspector shall be limited to such sum as would be just and equitable for the Approved Inspector to pay having regard to the extent of the responsibility of the Approved Inspector for the loss or 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 333 CA.

12.2. The liability of the Approved Inspector shall be limited to the amount of the professional indemnity insurance required by virtue of Clause 5.1 above.

12.3. No action or proceedings for any breach of this Agreement shall be commenced by either party after the expiry of the period of limitation (specified in Clause 9 above).

12.4. Not with standing anything to the contrary in this Agreement the liability of the Consultant under or in connection with this Agreement whether in contract or in tort [delict] in negligence, for breach of Statutory duty or otherwise (other than in personal injury or death) shall not exceed in aggregate a multiple of ten times the total fee payable to the consultant by the client.

13. Notice

13.1. Any notice to be given under this Agreement shall be in writing and delivered by hand or sent by recorded delivery post to the address shown in this Agreement or to such other address as the other party may have specified from time to time by written notice to the other.

13.2. Such notice shall be deemed to have been received on the day of delivery if delivered by hand and otherwise on the next working day.

13.3. Where under this Agreement an act is required to be completed within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday, that day shall be excluded.

14. Schedule of Services

14.1. The Approved Inspector hereby agrees to provide the following Building Control service:

14.1.1. To issue to the Client and appropriate local authorities an Initial Notice upon receipt of a completed Agreement and agreed fee. 14.1.2. To allocate a suitably qualified Building Control Surveyor to the contract.

14.1.3. To carry out all necessary statutory consultations at all keystages.

14.1.4. Issue a Plans Certificate upon request when the plans and details show compliance with current Building Regulations.

14.1.5. To make periodic visits to the site to advise the Contractor of opportunities to comply with Building Regulations.

14.1.6. To issue a Final Certificate to the Client and the appropriate local authority at satisfactory completion of building works, on the understanding that a Final Certificate is not a representation that every aspect of the project complies with the building regulations. 14.2. The Client hereby agrees as is required for the Approved Inspector to carry out his duties in the appointed capacity of building control service provider and to advise the registered building owner or occupier of the appointment of Gateway Building Control, together with their respective obligations under this contract.

14.2.1. Copies of full working drawings in sufficient quantities as is specified, and at the appropriate time,

14.2.2. Access to the Site during working hours, and

14.2.3. The opportunity to display a site sign board if such facilities are to be provided on site.

[Standard Form of Appointment Document Conditions 2014, developed from the ACAI & CIC Contract for the Appointment of an Approved Inspector (2nd Ed.), with no copyright infringements intended]