

46 Sea Lane
Middleton on Sea
West Sussex
PO22 7RX

DATE : 18/02/2019

REF : Q171147

Dear Sirs,

BUILDING CONTROL SERVICES:

PHASE 1; INSTRUCTION FEE. PHASE 2; CONSTRUCTION OF TWO STOREY NEW DWELLING.

46 SEA LANE, MIDDLETON-ON-SEA, BOGNOR REGIS, WEST SUSSEX, PO22 7RX

Thank you for your enquiry about Assent's Approved Inspector services. I am pleased to submit our quotation of **£2750 excluding VAT (Phase1; £750, Phase2 £2000)** based upon the information provided. Payments as attached Terms of Business.

Our fees include: -

- Plan checking.
- Site inspection of the work in progress.
- Issue of all necessary legal notices and certification.
- Advice on meeting the requirements of the Equality Act for 2010.
- Assist the design team with value and risk management exercises as related to building regulations and fire precautions issues.

I hope that this quotation meets with your requirements. If you would like to proceed please complete the online project information sheet by pressing control click on the link below or by pasting it into your internet browser. Electronic plans and details may be uploaded electronically using the link.

<http://client.assentbc.com/PA.aspx?Q=171147&T=d3353e7866d81a5f6ccb73944a827a54> The completed form can be saved or downloaded for your records. Alternatively you may download the form, complete it and email or post it back to me together with the relevant plans and details.

On receipt of the details, the initial notice will be submitted, the plans assessed and relevant consultations done. In the meantime if you have any queries please give me a call.

Thank you for considering us for this project.

Yours sincerely

Paul Le Mare
Associate



Regulated by RICS

Assent Building Control Ltd
Staines One, Station Approach, Staines, Surrey, TW18 4LY
Tel: 01784 452508 Email: charlottelemare@assentbc.co.uk
Registered in England no. 5311596

TERMS OF BUSINESS

Commencement on Instruction

1. On receipt of written confirmation of your order we will commence work.

Fees and Invoicing

2. All orders should state the address for invoices and, where required, the order number and address to which the invoice is to be copied.
3. All invoices are due for payment 30 days from the date of issue. Interest will be calculated under The Late Payment of Commercial Debts (Interest) Act 1998 on any invoices not paid on time and will be charged along with the compensation fee. Overdue invoices for private individuals will attract interest at the Statutory Rate of 8% per annum. The legal and non-legal costs (whether or not legal proceedings are instituted) incurred for enforcing the claim and collecting the debt including the fees of the collecting agencies and solicitors shall be reimbursed to us.
4. An invoice for the Plan Fee will be issued on submission of the Initial Notice.
5. Where the total fee is £700.00 plus VAT or less and includes for both the Plan and Site Inspection Fee, the Invoice will be issued following submission of the Initial Notice and payment is due within 30 days. Site Inspections will be made but no additional fees charged. There will be no rebate should the project not proceed.
6. The applicable plan fee and site inspection fee will be identified on the fee quote, except where the total fee is less than £700.00 plus VAT.
7. For projects where the total fee is over £700 invoices for the Site Inspection Fee:
 - i. Will be issued on commencement of work for the total amount where the fee is £2,000.00 or less excluding VAT.
 - ii. Where the fee is in excess of £2,000.00 excluding VAT, invoices will be issued in instalments as agreed, but not less than £1,000.00, excluding VAT. The final instalment will be issued at least 30 days prior to completion of 'building work'.
8. All fees to be paid in full prior to a Final Certificate being issued.
9. Fee quotations may include anticipated approximate numbers of site inspections. This number is approximate for resource planning purposes and is not guaranteed. The actual number of inspections done will be subject to timely notifications by the project manager/contractor and the Assent surveyor's discretion based on project specific risk assessment.

Agency

10. Agents signing on behalf of clients must ensure that they have informed the client agency the fact that they have instructed us on their behalf and bring to the attention of their clients our Terms of Business. In the event that a client defaults on payment and they have not been informed of this contract by the agent, then the agent can be held responsible for the outstanding fees.

Notice Required Before Commencement

11. Initial Notices should be submitted a minimum of 5 days notice before substantial commencement of work. Where work commences within 5 days the Local Authority may reject the Initial Notice, assume the role of Building Control provider for the proposal, charge additional fees and require any work done to be opened up. Assent will charge a reasonable fee for the time spent on abortive work in these circumstances subject to a minimum of £100 plus Vat administration fee. No responsibility can be taken by Assent for any costs arising out of work which commences prior to acceptance of the Initial Notice.

Client's Information and Obligations

12. The client shall provide such information and assistance as the approved inspector reasonably requires from time to time in order facilitating the timely provision of the services and any additional work.
13. The client shall be responsible for safe access to the project being provided when the approved inspector reasonably requires it.

Design, permits and approvals

14. The client or his agent shall be responsible for providing Assent a minimum of 24 hrs notice of their intention to cover key stages of the work to allow Assent the opportunity to inspect the work should this be deemed necessary. Where no such notice is given Assent may require the work to be uncovered, trail holes dug or other satisfactory evidence provided that compliance has been achieved.



Assent Building Control Ltd

Building Control Services

Regulated by RICS

15. Reasonable notice is required where an existing site inspection appointment is to be rearranged or cancelled to avoid abortive journeys to site. Where insufficient notice is given Assent will charge a reasonable fee for the time spent on abortive work subject to a minimum of £75 plus Vat.
16. Except where permitted by law, the client shall be entirely responsible for the design, construction and management of the project and any additional work.
17. The client shall also be entirely responsible for obtaining and implementing all necessary permits, licenses and approvals, except those which form part of the services or any additional work.

Compliance with building regulations

18. The client, designers and contractors shall be responsible for the project's compliance with the building regulations and the services do not include managing the project to ensure that compliance is achieved.
19. The approved inspector shall take such steps as are reasonable to enable it to be satisfied as to the project's compliance with the building regulations, and if so satisfied, it shall issue a final certificate. The final certificate is not a representation that every aspect of the project complies with building regulations.

Changes to the project and additional work

20. The approved inspector shall notify the client in writing as soon as it becomes aware that any additional work will be required, because of:
 - i. Changes in the design, size, scope or complexity of the project;
 - ii. Changes in the timing or programming of the projects
 - iii. A failure by the client to comply with its obligations under this contract;
 - iv. Additional meetings and/or visits/ or other work if required.
21. The client shall pay the approved inspectors for the additional work on a time charge basis (currently £75/hr) The approved inspector may include the charge in the next payment instalment after additional work (or part of it) has been performed.

Consequences of termination

22. Following termination by the approved inspector or the client, the approved inspector is entitled to write to the local authority (with a copy to the client) cancelling the initial notice under the building regulations, in which case the approved inspector functions will revert to the local authority and the approved inspector will be discharged from all requirements to complete the services or any additional work.
23. If this contract has been terminated, the client shall pay the approved inspector any instalments of the fee due up to date of termination together with a fair and reasonable proportion of the next instalment of the fee commensurate with the services and any additional work performed by the approved inspector prior to the notice of termination.
24. Termination of this contract shall not affect any rights or remedies of the client or the approved inspector which exist at the date of termination.

Limitations of liability

Assent's Building Control offers a cost effective service designed to discharge the clients legal responsibilities for obtaining building regulation certification of controlled works and help to protect the building users from significant risk to health and safety. Assent offers neither a guarantee or warranty that the building is free of defects. Assent accept no liability for economic loss resulting from correction of defects noted either during or after completion of the controlled building works. Assent is insured under a policy by Lloyds Syndicate HAM 3334 (Hamilton).

25. Nothing in the clause of shall limit the approved inspector's liability for negligence resulting in death or personal injury. Subject to that:
26. Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs, the liability of the approved inspector for any loss or damage ('the loss or damage') under this contract shall be limited to that proportion as it would be just and equitable for the approved inspector to pay having regard to the extent of its responsibility for the loss or damage and on the assumptions that:
 - i. All other consultants, contractors, subcontractors, and advisers engaged in connection with the project have provided contractual undertakings on terms no less onerous than those made by Assent to the client in respect of the carrying out of their obligations in connection with the project.

- ii. There are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the client and any other party referred to in this clause and any such other party who is responsible to any extent for the loss or damage is contractually liable to the client for the loss or damage; and
- iii. All the parties referred to in this clause have paid to the client such proportion of the loss or damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss or damage.
- iv. The total aggregate liability of Assent for all loss and/or damage in respect of all defaults occurring in connection with the same Contract shall in no event exceed ten times the amount of the fees payable for the Services under the Contract.
- v. The client shall look only to the approved inspector (and not to individuals engaged by the approved inspector or any individual directors or members of the approved inspector) for redress if the client considers that there has been any breach of this contract. The client agrees not to pursue any claims in contract, in tort (including negligence), for breach of statutory duty or otherwise against any such individuals as a result of carrying out its obligations under or in connection with this contract at any time. The client acknowledges that such individuals are entitled to enforce this term of the contract pursuant to the contracts (rights of third parties) Act 1999.

Rights of third parties

27. No-one has any right to enforce any term of this contract under the contracts (Rights of Third Parties) Act 1999. This does not affect the rights of the client and the approved inspector in relation to this contract.

Commencement

28. Whatever the date of this contract, it shall have effect as if it had been signed on the date when the approved inspector commenced the services.

Term Commissions

29. Fee Scales, Orders, Invoicing and method of working will be as stated in each Term Commission contract.

Variations

30. These Terms of Business cannot be varied unless agreed in writing by an Assent Director.

DEFINITIONS AND INTERPRETATION

Definitions: In this contract, unless the context otherwise requires, the following expressions have the following meanings:

Additional Work

Means the type or volume of services appropriate for an approved inspector to carry out in relation to the project as a result of or in consequence of the matters described in clause 21-22 and which are not already covered by the services, together with any other services instructed by the client and agreed by the approved inspector.

Approved Inspector

Means a licensed individual or organisation carrying out the duties given to an approved inspector by the building act 1984 and regulations made under it.

CIC - Means the construction industry council.

Fee - Means the total amount to be paid to the approved inspector for the services and any additional works.

Statutory Functions

Means the duties of an approved inspector under the building act 1984 and regulations made under it.

Interpretation

In this contract, unless the context otherwise requires:

- The word 'include' and any derivations of it shall be construed without limitation;
- The singular shall include the plural and vice versa;
- A gender shall include any other gender; and
- References to any statute or statutory instrument includes any statute or statutory instrument amending, consolidating or replacing it, and references to a statute includes statutory instruments and regulations made pursuant to it.



Assent Building Control Ltd
Staines One, Staines, Assent Building Control Ltd

Regulated by RICS

ASSENT Building Control

- Building work is as defined by Regulation 3(1) of the Building Regulations 2010



Regulated by RICS

Assent Building Control Ltd
Slaines One Station Approach, Slaines, B...