

# London Building Control Ltd

International House 1-6 Yarmouth Place, Mayfair, LONDON W1J 7BU

T 0845 630 2112 F 0845 862 0232

Email applications to : [info@londonbuildingcontrol.co.uk](mailto:info@londonbuildingcontrol.co.uk)

You may also post or fax in the application

## APPLICATION FORM

### 1 SITE DETAILS:

a Site Address:

b Description of work: *(this will appear on legal documents)*

c Use of building: *(House, Flat, or Commercial)*

d Number of storeys:

*(including new work)*

e Estimated cost of works:

*(this may be used to provide a quote)*

f Estimated start date on site and duration of the works:

### 2 NAME OF THE LOCAL AUTHORITY: *(this is the LA where the work is located)*

### 3 THE PERSON INTENDING TO CARRY OUT THE WORK IS:

*(Architect, Agent or Owner : this will appear on the legal documents)*

Name:

Address:

*I/we authorise LBC Ltd to sign the Initial Notice on my/our behalf.*

*By signing I/we agree to the terms and conditions of engagement relating to this work.*

Signature:

### 4 NEWLY CREATED DWELLINGS ONLY:

*(new flats & houses, except those for owner occupation, or Housing Association rentals, require a warranty with NHBC, Premier, or BLP)*

Name of Warranty-Link Provider :

### 5 NEW BUILDINGS AND EXTENSIONS:

A site location plan at no less than 1:1250 must be submitted to LBC Ltd

showing the footprint of the new works (and for new buildings, also showing connections to the public sewers, or to septic tanks/treatment works).

*If you are ready to proceed please complete, sign & return the following 'Conditions of Engagement' letter, together with this Application Form.*

Site Address:

Invoice Address (if different)

Contact Telephone/Email:

Description of Work:

Agreed fee: (Insert Details)

## CONDITIONS OF ENGAGEMENT

### Definitions

In these conditions the following words shall have the meanings given to them:

**Additional Services** those services which are: (1) appropriate for an approved inspector to carry out in relation to the Project, which are not part of the Basic Services and which arise because of any changes in the design, size and scope of the Project, the timing of the Project and/or any failure by the Client to comply with its obligations under the Contract; and/or (2) any additional services which LBC agrees to perform for the Client in relation to the Project.

**Application Form** means the form to which these conditions are attached.

**Basic Services** means those services in connection with the Project required of an approved inspector under the Building Act 1984 and the regulations made under it which include: the submission of the initial notice; the provision of necessary documentation to the local authority; carrying out a compliance check of drawings and details supplied by the Client; issuing a plans certificate if so requested by the Client; consultation with relevant statutory bodies; site inspections as necessary for the proper performance these services and the issue of a final certificate.

**CIC Code of Conduct** means the Code of Conduct for Approved Inspectors published by the Construction Industry Council dated 12 May 2010 or any subsequent version or revision of it current at the time the Contract comes into effect.

**Client** means the person, firm or company identified in the Application Form.

**Client's Agent** means the person, firm or company (if any) identified in the Application Form.

**Contract** means the contract between LBC and the Client consisting of the Application Form and these conditions.

**Fee** means the agreed fee in respect of the Basic Services set out on the Application Form.

**LBC** means London Building Control Limited (registered in England and Wales with number 05911975) of International House, 1-6 Yarmouth House, Mayfair, London W1J 7NU.

**Project** means the project described in the Application Form.

### Contract coming into effect

A binding contract shall not be formed until LBC receives from the Client the completed and signed Application Form and LBC starts to perform the Basic Services. If, in LBC's opinion, any details contained in the Application Form are incorrect LBC shall notify the Client in writing within 10 working days from receipt (and before LBC starts to perform the Basic Services) and either request that the Application Form is resubmitted to LBC by the Client or LBC and the Client may agree either verbally or in writing (which for this purpose shall include email) how the issue is to be resolved.

### Services

LBC shall carry out the Basic Services and any Additional Services using reasonable skill, care and diligence and having regard to the CIC Code of Conduct.

**Additional Services**

If LBC considers that any of its services under the Contract constitute Additional Services it shall notify the Client as soon as reasonably practicable.

Additional Services shall, unless otherwise agreed in writing with LBC (which for this purpose shall include email), be charged on a time charge basis and shall become due when LBC completes such Additional Services (or any part of them).

**Client's obligations**

The Client shall provide, and shall procure that anyone else engaged by the Client in respect of the Project shall provide, all information and assistance as LBC requires to properly perform the Basic Services and any Additional Services.

Such information and assistance shall be provided to LBC within such timescales as LBC may reasonably request having regard to the progress of the Project.

The Client confirms that the Client's Agent has full authority to act on behalf of the Client in connection with the Contract and the Project.

It is the Client's responsibility to ensure that the Project complies with Building Regulations. Whilst LBC will use the level of skill and care referred to in clause 3.1 to see that the Project does comply with the Building Regulations the issue of the final certificate is not confirmation by LBC that the Project complies in every respect.

**Payment**

Unless agreed in writing with LBC (which for this purpose shall include email) the Fee shall become due in full on submission of the initial notice to the relevant local authority. The final date for payment of a sum due (whether in respect of the Fee or any Additional Services under clause 4) shall be 30 days from the due date.

The Client shall pay any VAT chargeable on sums due.

Any sum which remains unpaid after the final date for payment shall bear interest at the rate of 5% above the dealing rate of the Bank of England current at date the sum became overdue.

**Issue of final certificate**

It is a pre-condition to the issue by LBC of the final certificate in respect of the Project that all sums due to LBC have been paid in full.

**Insurance**

LBC shall maintain insurances in accordance with its statutory obligations as an approved inspector and upon the Client's written request will provide evidence that such insurances are in force.

**Termination**

Either party may terminate the Contract if the other party is: (1) in material breach of its obligations and has not remedied the breach within 10 working days of being notified in writing to do so; or (2) is insolvent.

Additionally, LBC may terminate the Contract at any time upon written notice if: (1) LBC consider that they will not be in a position to legally issue a final certificate; or (2) work on site in respect of the Project has not started within 12 months of the date on which the Contract comes into force.

For the purposes of clause 9.1 failure to pay an amount due by the final date for payment shall constitute a material breach. For the purposes of clause 9.2 examples of when LBC may terminate the Contract are: (1) where work to the Project has been covered-up such that LBC cannot properly perform its Basic Services; and (2) where applicable, Warranty Link Insurance is not in place. The examples given in this clause are not exhaustive.

If the Contract has been terminated by LBC the Client shall pay LBC in respect of the work properly carried out at the date of termination.

Clause 9 is without prejudice to any other rights and remedies of LBC and the Client.

For the purpose of this clause 9 'in writing' and 'written' does not include email.

**Limitation**

LBC's liability under or in connection with the Contract (whether arising by breach of contract, arising in tort (including negligence) or arising by breach of statutory duty shall be limited to £1m in total provided this clause shall not exclude or limit the liability of LBC for death or personal injury caused by LBC's negligence.

The Client's attention is also drawn to clause 5.4.

**Miscellaneous**

LBC may sub-contract all or any of its obligations under the Contract without the consent of the Client.

Nothing in the Contract confers or is intended to confer any right to enforce any of its terms on any person who it not a party to it.

The Contract shall be governed and construed in accordance with the law of England.

Signed on Behalf of the Client/Agent:

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Date:

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