

# APPOINTMENT FORM



Section 47 of the Building Act 1984  
The Building (Registered Building Control Approvers etc.)  
(England) Regulations 2024

REGISTERED BUILDING CONTROL APPROVER

<b>1</b>	<b>This application relates to the following work:</b>		
	Description of work:	<input type="text"/>	
	<b>Location of Work:</b>		
	Organisation:	<input type="text"/>	
	Name/N°:	<input type="text"/>	
	Street:	<input type="text"/>	
	Locality:	<input type="text"/>	
Town City:	<input type="text"/>	Post Code:	<input type="text"/>

<b>2</b>	<b>Contact information for interested parties:</b>			
	<b>Client:</b> <i>(Person/Company having the building work undertaken)</i>			
		Title	Forename	Surname
	Name:	<input type="text"/>		
	Organisation:	<input type="text"/>		
	Name/N°:	<input type="text"/>		
	Street:	<input type="text"/>		
	Locality:	<input type="text"/>		
	Town City:	<input type="text"/>		
	Post Code:	<input type="text"/>	Tel:	<input type="text"/>
	Email:	<input type="text"/>		
	<b>Principal Contractor:</b> <i>(Person/Company undertaking the building work)</i>			
	Principal (or Sole) Contractor not yet appointed:	<input type="checkbox"/>		
		Title	Forename	Surname
Name:	<input type="text"/>			
Organisation:	<input type="text"/>			
Name/N°:	<input type="text"/>			
Street:	<input type="text"/>			
Locality:	<input type="text"/>			
Town City:	<input type="text"/>			
Post Code:	<input type="text"/>	Tel:	<input type="text"/>	
Email:	<input type="text"/>			
<b>Applicant:</b> <i>(The person or company submitting the application)</i>				
	Title	Forename	Surname	
Name:	<input type="text"/>			
Organisation:	<input type="text"/>			
Name/N°:	<input type="text"/>			
Street:	<input type="text"/>			
Locality:	<input type="text"/>			
Town City:	<input type="text"/>			
Post Code:	<input type="text"/>	Tel:	<input type="text"/>	
Email:	<input type="text"/>			
<b>Principal Designer:</b> <i>(Designer appointed under regulation 11d)</i>				
	Title	Forename	Surname	
Name:	<input type="text"/>			
Organisation:	<input type="text"/>			
Name/N°:	<input type="text"/>			
Street:	<input type="text"/>			
Locality:	<input type="text"/>			
Town City:	<input type="text"/>			
Post Code:	<input type="text"/>	Tel:	<input type="text"/>	
Email:	<input type="text"/>			



**3 Application Charges** (please see both sections for submission charge and site inspection charge):

Have you received a fee quotation for the work included in this application?

If you have, please specify the relevant reference number we provided. Our ref: ESW

**Submission Charge:**

The application plan fee to be paid on submission is: £

Payment method:

Our administration team can confirm if you can be invoiced. Contact them via [approved.inspectors@acivicogroup.co.uk](mailto:approved.inspectors@acivicogroup.co.uk) or on 0121 274 3451. The following details will be required:

Contact name:  Tel N°:

Email:  Company Reg N°:

Purchase Order Number:

**Site Inspection Charge:** (This charge is usually invoiced following the commencement of work on site)

The site inspection charge will be paid by (select details from Section 2):

If 'Other' please complete all boxes, otherwise complete only to 'Additional Details' below:

Name: <input type="text"/>	<b>Additional Details</b>
Organisation: <input type="text"/>	Company Reg N°. <input type="text"/>
Name/N°. <input type="text"/>	Purchase Order N°. <input type="text"/>
Street: <input type="text"/>	Contact name of payee: <input type="text"/>
Locality: <input type="text"/>	Email of payee: <input type="text"/>
Town City: <input type="text"/>	Tel of payee: <input type="text"/>
Post Code: <input type="text"/> Tel: <input type="text"/>	
Email: <input type="text"/>	

*The person/company identified as being liable for the Site Inspection Charge will be required to sign a financial contract to confirm agreement to pay this charge when it becomes due.*

**4 Additional Information:**

This work \*  concerns a new dwelling(s): (\*Please select)

Is the building to which the work relates an FSO building? (Fire Safety Order applies - workplace?):

Current use of building:

Current height of building:  Current number of storeys:  Number of storeys after proposed work:

Intended use of building (Specify use for each floor):

A written statement signed by the person having the building work undertaken (Client) confirming they agree to the application being made and that the information contained in this application is correct has been provided with this appointment: (An email is acceptable or a copy of a sample statement form is provided on our website)

Is the Client a 'Domestic Client'\*:  None of the work to which this application relates is higher-risk building work.

\*'Domestic Client' means a client for whom a project is being carried out which is not in the course or furtherance of a business of that client.



**5 The following information is required with all applications:** *(These are mandatory questions set out in The Building Regulations 2010. If you require advice completing this section, please contact us):*

**(a)** In the case of the erection or extension of a building: a plan to a scale of not less than 1:1250 showing the boundaries and location of the site and (where the work includes the construction of a new drain or private sewer) a statement:

(i) As to the approximate location of any proposed connection to be made to a sewer: (\*write statement below)

**or**

(ii) if no connection is to be made to a sewer, as the proposals for the discharge of the proposed drain or private sewer including the location of any septic tank and associated secondary treatment system, or any wastewater system or cesspool: (\*write statement below)

**(b) In the case of a new dwelling:**

**(1)** a statement whether one or more, and if so which, of the optional requirements in the Building Regulations 2010 applies to the building work:

(i) Regulation 32(2)(b) (optional waste efficiency requirements of 110 litres per person per day)

(ii) Schedule 1 Part M optional requirement M4(2) (category 2 - accessible and adaptable dwellings)

(iii) Schedule 1 Part M optional requirement M4(3) (category 3 - accessible user dwellings)

**or**

(iv) a statement\* that planning permission has not yet been granted for the work and that information required by sub-paragraph (c)(i) will be supplied as soon as is reasonably practicable after the planning permission is granted: (\*write statement below)

**(c)** If applicable a statement\* of any local enactment relevant to the work, and of the steps to be taken to comply with it: (\*write statement below)

**(d) In the case of the erection of a dwelling, or a building that is to contain one or more dwellings:**

(i) a statement\* giving details of any public electronic communications network in relation to which a connection is to be provided: (\*write statement below)

(ii) if an exemption in regulation 44ZB of the Building Regulations 2010 is proposed to be relied on, a statement\* (giving details in support of the exemption: (\*write statement below)

(iii) if regulation 44ZC of the Building Regulations 2010 is proposed to be relied on, a statement\* giving details of the matters mentioned in regulation 44ZC(6)(a) and (b) of those Regulations and, if paragraph RA1(1)(c)(i) or (ii) of Schedule 1 to those Regulations is also proposed to be relied on, evidence of the steps taken to establish whether, and if so where, a distribution point for a gigabit-capable public electronic communications network (as defined by regulation 44C of those Regulations) is likely to be installed, in a location relevant for the purposes of paragraph RA1(1)(c) of that Schedule, within the period of two years beginning with the day on which the notice is given." (\*write statement below)



**(e) a statement setting out—**

(i) the date when it is proposed the work will reach the point when it is to be regarded as commenced in accordance with regulation 16 of the Building (Registered Building Control Approvers etc.) (England) Regulations 2024; and); (\*write statement below)

and,

(ii) where the work does not consist of work to which paragraph (2) or (3) of regulation 16 of those Regulations applies, details of the work which the client considers amounts to 15% of the proposed work.

**6** Pre-application advice: *(Optional)*

Have you undertaken any pre-submission consultation for this application? \*  (\*Please select)

If 'Yes' please specify the relevant Acivico surveyor you dealt with:

**7 Validation Checks and Important Information:**

I have included a location plan (requested in Section 5 at a suitable scale (1:1250), which clearly identifies the location of the proposed work. (Please tick) **Yes**

As requested in Section 3 above I have provided the required fee information. (Please tick) **Yes**

As requested in Section 4 a signed statement from the Client has been included. (Please tick) **Yes**

I understand that Acivico RBCAs require a minimum of ten working days between the submission of this application and the commencement of work on site? (This allows us time to carry out our statutory notifications) **Yes**

**8 General Data Protection Regulation (GDPR):**

Your information will only be used by Acivico for the purposes that it has been supplied for. We have a responsibility to share information with organisations that are charged with detection and prevention of fraud. Information relating to initial notices will be retained for 15 years as required by The Building Control Performance Standards.

**9 Appointment of Acivico Traded Services Ltd as RBCA:**

Acivico Traded Services Ltd, trading as Acivico Building Control Approver, will apply standard terms and conditions to this appointment. Our terms and conditions are taken from the Construction Industry Council's publication 'Contract for the Appointment of an RBCA' and are included with this application form. By submitting this application form you are confirming your agreement to these terms and conditions.

For larger projects you may enter into the standard agreement using the published document. A copy of the agreement can be found provided upon request.

**Authorisation:**

I hereby authorise Acivico Traded Services Ltd to issue this initial notice to the relevant parties on my behalf.

**Signed:** By selecting this box I agree

**Signed** (name):

**Date:**



1. **Contract and Fees**
    - 1.1 The contract and fee are in accordance with the information set out in any of the following: estimate, application form, appointment documentation and financial agreement.
    - 1.2 The expected project period up to practical completion of the work assumed for the purposes of establishing Acivico Traded Services Ltd fee is as specified in the agreed estimate associated with this contract.
    - 1.3 The total limit of Acivico Traded Services Ltd liability to the client shall be a maximum of ten times our arranged fee unless a different amount is decided in a separate agreement signed by both parties.
  2. **Services**
    - 2.1 Services will be in accordance with those set out in Part 2 of the CICAIR Contract for the appointment of an Approved Inspector, third edition if signed or otherwise those identified in our Form of Agreement letter.
  3. **Conditions**
    - 3.1. **RBCA's general obligations**
      - 3.1.1 Acivico Traded Services Ltd shall carry out the Services and any Additional Work with reasonable skill, care and diligence in accordance with this contract. Notwithstanding any other provision of this contract the RBCA shall have no greater obligation under or in connection with this contract than to exercise reasonable skill, care and diligence.
      - 3.1.2 The RBCA shall exercise reasonable skill, care and diligence in performing the Services and any Additional Work to have regard to the CIC Code of Conduct for RBCAs and where possible to any programme for the Project (as amended from time to time and provided to the RBCA in writing).
    - 3.2. **Client's information and obligations**
      - 3.2.1 The Client shall provide such information, documents and assistance as the Acivico Traded Services Ltd reasonably requires or requests from time to time in order to facilitate the timely provision of the Services and any Additional Work.
      - 3.2.2 The Client shall be responsible for safe access to the Project being provided when the Acivico Traded Services Ltd reasonably requires it and shall procure such access and certification from any consultant, contractor or sub-contractor as is reasonably requested by the RBCA.
      - 3.2.3 The Client shall give the Acivico Traded Services Ltd at least 7 days' notice before any works forming part of the Project are commenced and shall keep the Acivico Traded Services Ltd regularly informed of the progress of the Project.
    - 3.3. **Design, permits and approvals**
      - 3.3.1 The Client shall be entirely responsible for the design construction management of the Project save to the extent set out in the Services and/or agreed in writing by the RBCA before undertaking Additional Work.
      - 3.3.2 The Client shall also be entirely responsible for obtaining and implementing all necessary permits, licences and approvals, save to the extent set out in the Services and/or agreed in writing by the RBCA before undertaking Additional Work.
    - 3.4. **Compliance with Building Regulations**
      - 3.4.1 The Client and not the RBCA shall be responsible for the Project's compliance with the Building Regulations. The Services do not include and the RBCA 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 that compliance with the Building Regulations is achieved.
      - 3.4.2 The RBCA 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 and the Services and Additional Work 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.
      - 3.4.3 The RBCA shall not be responsible or liable for any delay in issuing the Final Certificate and shall not be responsible or liable for any additional fees that are payable to the relevant local authority and/or any other costs, as a result of the RBCA being unable to issue a Final Certificate at any time. The Client shall not (and shall ensure that a third party shall not) take possession of the works forming part of the Project and/or issue any certificate of completion under the building contract in respect of the works forming part of the Project, unless the Final Certificate has been issued.
  4. **Payment and Non-Payment**
    - 4.1 The Fees will be outlined in the quotation provided by Acivico Traded Services Ltd are valid for a period of three months unless otherwise agreed in writing.
    - 4.2 The due date for payment of an instalment of the Fee shall be the date of submission of our valid invoice for each instalment. The final date for payment of that invoice is the due date for payment as specified on the invoice. The fee is exclusive of VAT, which shall be paid in addition.
      - 4.3.1 Changes in the design, size scope or complexity of the Project.
      - 4.3.2 Changes in the timing or programming of the Project.
      - 4.3.3 A failure by the Client to comply with its obligation under this contract.
      - 4.3.4 Additional meetings and/or visits and/or other work is required.
      - 4.3.5 Any change in law (including without limitation any change in the Building Regulations and/or the Building Act 1984).
    - 4.3 Any sum due under this contract which is not paid by the final date for payment shall carry interest at 5% above the Bank of England official dealing rate applicable from the final date for payment until the date on which payment is made. In the event that any sum is not paid on or before the final date for payment in accordance with clause 4.1 the RBCA shall be entitled to:
      - 4.3.1 Suspend performance of all or any part of the Services by giving 7 days' notice in writing and recover all reasonable costs incurred in connection with the suspension of the Services; and/or
      - 4.3.2 Terminate this contract by giving 14 days' notice.
  5. **Insurance**
    - 5.1 Acivico Traded Services Ltd shall maintain professional indemnity insurance and public liability in compliance with the guidelines issued by the Government department responsible for the Building Act 1984. A valid copy of our insurance document is available upon request.
  6. **Termination and discharge**
    - 6.1. The Client may terminate this appointment forthwith if:
      - 6.1.1 Acivico Traded Services Ltd as the RBCA are in material breach of our obligation under our appointment and have failed to remedy the breach within 28 days of the date of a notice of the breach from you as the Client; or
      - 6.1.2 Acivico Traded Services Ltd as the RBCA become insolvent.
    - 6.2. Acivico Traded Services Ltd as the RBCA may terminate this appointment forthwith if:
      - 6.2.1 The Client is in material breach of its obligations under this appointment and have failed to remedy the breach within 28 days of the date of a notice of the breach from us as the RBCA.
      - 6.2.2 Acivico Traded Services Ltd as the RBCA reasonably believes that we will not be in a position to issue a final certificate on completion; or
      - 6.2.3 You as the Client become insolvent.
      - 6.2.4 Acivico Traded Services Ltd as the RBCA considers that there is a conflict between its obligations under this contract and the Statutory Functions
    - 6.2.5 Acivico Traded Services Ltd as the RBCA considers that it is necessary to cancel the Initial Notice under Section 52(1) of the Building Act 1984;
    - 6.2.6 Acivico Traded Services Ltd as the RBCA reasonably believes that it is impossible or impracticable to perform the Services as a result of any circumstances for which RBCA is not responsible; and/or
    - 6.2.7 Acivico Traded Services Ltd as the RBCA is unable to maintain professional indemnity insurance and public liability insurance in compliance with the guidelines issued by the Department for Communities and Local Government (or any successor Department responsible for the Building Act 1984).
  - 6.3. Following termination by Acivico Traded Services Ltd as the RBCA or the Client, the RBCA 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 RBCA functions shall revert to the Local Authority and the RBCA will be discharged from all requirements to complete the Services.
  - 6.4. The right of either party to terminate for material breach of this appointment shall lapse if it has not been exercised within 35 days after giving notice of the breach to the other party.
7. **Limitation of liability**
  - 7.1. Nothing in this clause 7 shall limit the RBCAs liability for negligence resulting in death or personal injury. Subject to that;
  - 7.2. Notwithstanding any other provisions in this appointment (apart from that set out in clause 7.1 above), Acivico Traded Services Ltd total liability to the Client for any claims arising under or in connection with this contract (whether in this appointment, in tort, for breach of statutory duty) shall be limited to the amount set out in clause 1.3.
  - 7.3. Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs, the liability of us as the RBCA for any loss or damage under this appointment shall be limited to that proportion as it would be just and equitable for us to pay having regard to the extent of its responsibility for the loss or damage and on the assumption that:
    - 7.3.1. All other consultants, contactors, subcontractors and advisors engaged in connection with the Project have provided contractual undertakings on terms no less onerous than Section 1 to the Client in respect of the carrying out their obligations in connection with the Project.
    - 7.3.2. There are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party who is responsible to any extent for the loss or damage is contractually liable to the Client for the loss or damage; or
    - 7.3.3. All other parties have paid the client such proportion of any contractor or subcontractor, nor shall Acivico Traded Services Ltd have any liability for them to pay having regard to the extent of their responsibility for the loss or damage.
  - 7.4. Acivico Traded Services Ltd as the RBCA shall not be responsible for the supervision of any contractor or subcontractor, nor shall we have any liability for ensuring the performance or adequate standard of workmanship of any contractor or subcontractor.
  - 7.5. The Client shall look only to us as the RBCA (and not to individuals engaged by the RBCA or any individual directors or members) 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 individuals as a result of carrying out its obligations under or in connection with this contract. The client acknowledges that such individuals are entities to enforce this term of the contract pursuant to the Contracts (Rights of Third Parties) Act 1999.
8. **Disputes and Complaints**
  - 8.1. If you are dissatisfied with our service; Acivico Traded Services Ltd will ensure that our complaints procedure is provided promptly upon request and that any expressions of dissatisfaction or complaints about our building control service are investigated thoroughly in line with the documented complaints handling procedure that is available on our website or upon request via [yourviews@acivicogroup.co.uk](mailto:yourviews@acivicogroup.co.uk)
9. **Rights of third parties**
  - 9.1. No-one has any right to enforce any terms of this appointment under the Contracts (Rights of Third parties) Act 1999. This does not affect rights of the Client and us as the RBCA in relation to this appointment.

