APPOINTMENT FORM v1.1

Acivico
APPROVED INSPECTORS

Section 47 Building Act 1984
The Building (Approved Inspectors etc.) Regulations 2010

1 This application relates to the following work:

Description of work:

Address:

Post Code:

Use of building:

2 Contact information for various interested parties: *(Please state if the details are not known or not applicable)*

Client *(Person/Company requesting the building work):*

Name:
Address:
Tel:
Email:

Agent / Architect *(Who we contact to discuss the design):*

Name:
Address:
Tel:
Email:

Contractor *(Person/Company undertaking the building work):*

Name:
Address:
Tel:
Email:

Project Manager *(When acting as owner and not as agent):*

Name:
Address:
Tel:
Email:

3 This work does* / does not* concern new dwellings. *(*Delete where not applicable)*

4 Pre-application advice: *(optional)*

Have you received any pre-submission advice for this application? Yes: ☐ No: ☐

If 'Yes' please specify the relevant Acivico Team members name:

5 **The following information is required with all applications**

(These are standard questions set by statutory guidance. 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 to 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:**

(c) a statement whether one or more, and if so which, of the optional requirements in the Building Regulations 2010 applies to the building work *(tick box if applicable).*

(i) Regulation 36(2)(b) (optional water efficiency requirement 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 the information required by subparagraph (b)(i) will be supplied as soon as is reasonably practicable after the planning permission is granted; *(* write statement below)*

(d) **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)*

6 **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? Yes ☐ No ☐

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: £ . *(excluding VAT)*

Method of payment:

BACS: ☐ (*Bank Account – Details provided on our website)*

Credit Card: ☐ *(Our registration team will telephone to take the payment)*

Invoice: ☐ *(This option is only available by agreement).*

If you wish to be invoiced please contact our team on 0121 675 7006 or email approved.inspectors@acivicogroup.co.uk

The following details will be required (Company Reg N° is required for business accounts):

Contact Name: Tel No.

Email: Company Reg N°:

Purchase Order Number *(if paying plan fee by invoice):*

Continued:

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

The site inspection charge will be paid by *(select one of the following options with the details provided in Section 2)*:

Owner: ☐ Architect / Agent: ☐ Contractor: ☐ Project Manager: ☐ Other: ☐

Name:

Organisation:

Address:

Email: Company Reg N°:

Contact Name: Tel No:

Purchase Order Number:

7 **Validation Checks and Important Information:**

As requested in Section 4(a) above I have included a location plan, at a suitable scale, which clearly identifies the location of the proposed work? **Yes** ☐

As requested in Section 6(a) above I have included the required fee information. **Yes** ☐

I understand that Acivico Approved Inspectors 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** ☐

Acivico Approved Inspectors Contact Details:

Applications can be submitted by:

Email – approved.inspectors@acivicogroup.co.uk

Post – Acivico Approved Inspectors
Louisa House
92-93 Edward Street
Birmingham, B1 2RA

You can contact us using the above details or by:

Telephone - 0121 675 7006

8 **Appointment of Acivico Traded Services Limited as Approved Inspector:**

Acivico Traded Services Limited, trading as Acivico Approved Inspectors, 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 Approved Inspector' 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 on the CICAR website.

9 **Authorisation:**

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

Signed: **Date:**

Print:

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.

TERMS & CONDITIONS v1.1

Acivico Approved Inspectors
v1.0 - 2020 Standard Issue

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** will be in accordance with those set out in Section 2 of the CICAIR Contract for the appointment of an approved inspector, second edition, 2013.

3. Approved Inspector's General Obligations

3.1. Acivico Traded Services Ltd shall carry out the services with reasonable skill, care, and diligence in accordance with the CICAIR Code of Conduct including the Contract for the Appointment of an Approved Inspector.

3.2. You as the client will provide such information and assistance as Acivico Traded Service Ltd acting as the Approved Inspector reasonably requires to facilitate the delivery of our service. You will be entirely responsible for obtaining and implementing all necessary permits, licences, and approvals except those which are part of the Service.

3.3. You as the client shall be responsible for the Project's compliance with the Building Regulations and the Services do not include advising the Client or managing the project to ensure compliance is achieved.

3.4. Acivico Traded Service Ltd will 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 the Building Regulations.

4. 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 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. Acivico Traded Services Ltd shall notify the Client in writing as soon as it becomes aware that any Additional Work will be required, because of:

- 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 meeting and/or visits and/or other work is required.

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 for public inspection on the CICAIR website.

6. Termination and discharge

6.1. The Client may terminate this appointment forthwith if:

- 6.1.1. Acivico Traded Services Ltd as the Approved Inspector 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 Approved Inspector become insolvent.

6.2. Acivico Traded Services Ltd as the Approved Inspector 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 Approved Inspector.
- 6.2.2. Acivico Traded Services Ltd as the Approved Inspector 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.

6.3. Following termination by Acivico Traded Services Ltd as 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 shall revert to the Local Authority and the Approved Inspector will be discharged from all requirement 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 Approved Inspectors 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 lability of us as the Approved Inspector 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 the 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 Approved Inspector 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 Approved Inspector (and not to individuals engaged by the Approved Inspector 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 has been supplied to CICAIR.

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 Approved Inspector in relation to this appointment.