

QAI STANDARD TERMS & CONDITIONS

1. **Definitions**

'QAI' Quadrant Approved Inspectors, the trading name of QAI Services Limited.
'The Act' – The Building Act 1984.
'The Building Regulations' – The Building Regulations 2010 as amended.
'The Regulations' – The Building (Approved Inspectors etc) (Amendment) Regulations 2010
'The Project' – the work described in the Initial Notice.
'The Client' – the individual or company instructing QAI to act as an Approved Inspector for the project.
'The fees' – the fee payable by the client for QAI to carry out the functions of Approved Inspector for the project.
'Plans' – includes drawings, calculations, reports and any other data illustrating the designers intentions in respect of the proposed works

QAI Services & Obligations

2. The function of QAI shall be that of an Approved Inspector, as defined within the Regulations. QAI shall not be responsible for supervising the work of the contractor or any sub-contractors, and is not liable for their performance or the quality of their work.
3. QAI shall carry out these functions exercising reasonable skill, care and the diligence to be expected of an appropriately qualified and competent Building Control Surveyor with knowledge of the standards of construction required by the Building Regulations.
4. QAI has fully adopted the Performance Standards for Building Regulations compliance set by the DCLG.
5. QAI shall have the right to ask for and receive plans in order that they may determine whether the design is in compliance with the Building Regulations.
6. QAI shall examine the plans for compliance with the Building Regulations. Any items of additional information or non-compliance will be communicated to the client or designer.
7. QAI shall consult the relevant Fire Authority where necessary and forward any comments to the client.
8. QAI shall not, in any way, be responsible for any work carried out by the client before QAI agrees to act as Approved Inspector for the project.
9. Once work commences on site, QAI will visit the site as and when necessary to inspect the work being carried out to determine compliance with the Building Regulations. Any identified contraventions of the Building Regulations will be clearly highlighted within a report to the client, including his builder, architect or other relevant person as notified to QAI.
10. Where work has been carried out on site in a manner which, in the opinion of QAI, constitutes a contravention of the Building Regulations, due notice will be given to the Client or his builder, architect or other relevant person as notified to QAI.
11. Where a report (as in Section 9) details contraventions as detailed above and the defective works have not been regularised and put right, then QAI shall serve a formal written Notice of Contravention in accordance with the Regulations to the client.
12. QAI shall have the right to ask for and witness tests, as necessary, to determine compliance with the Building Regulations/the Regulations.
13. Having taken reasonable steps to be satisfied that the whole or part of the works has been completed for Building Regulations purposes, QAI shall issue a final certificate(s) and send to the Client.
14. If the works to which the Initial Notice relates is carried out in stages, in such a way that part of the premises are completed and occupied, then a partial Final Certificate will be issued as detailed above.
15. QAI will be responsible for giving the necessary statutory notices in respect of the project to the local authorities.
16. This fee excludes QAI from carrying out inspections/plan checking etc. relating to Part P 'Electrical Safety'. Please ensure that the electrical contractor is registered with one of the Part P certification schemes and is able to provide the appropriate certification.

Responsibility of the Client

17. The Client shall ensure that all necessary plans are provided to allow QAI to determine compliance with the Building Regulations.
18. The Client shall ensure that reasonable access to the site and facilities are provided, at all reasonable times, to allow QAI staff to make necessary inspections.
19. The Client shall give QAI at least 48 hours notice of commencement of works on site.
20. The Client shall ensure that QAI are kept informed of the progress of site work, in particular items such as:
 - a. Ground excavations and foundations
 - b. Structural reinforcement and other structural elements,
 - c. Damp proof courses and membranes,
 - d. Above and below ground drainage and ventilation ducts etc.
 - e. Occupation or completion (15 days notice required).

21. The Client shall ensure that QAI is given reasonable notice to inspect the above. While QAI would appreciate as long a period as possible, such notice should not be less than 24 hours.
22. The Client shall make arrangements to allow QAI staff to witness tests on drainage, ventilations ductwork, emergency lighting, fire alarms etc. for Building Regulations compliances purposes. All test equipment; training and expenses incurred to carry out such tests are the responsibility of the Client.
23. Nothing in this agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
24. The Client is responsible for making any required Build Over Agreement with the Water Authority and any related fee payable to the water Authority.

Fees

25. The Client shall pay QAI, within 30 days of the date of issue of a request for payment, the amount thereof together with VAT as applicable.
26. If, in QAI's reasonable opinion, the scope of the works upon which the fee was calculated materially changes then QAI shall be entitled to an additional payment which shall be calculated as the difference between the fee which QAI would have charged and the revised fee after consultation with the client.
27. QAI is not liable for appointment or payment of any Consultant who may need to be appointed to prove compliance with Building Regulations.

Cancellation of Initial Notices

28. QAI shall cancel the Initial Notice by sending a Notice of Cancellation to the Local Authority in the following circumstances:-
 - a. After a formal Notice of Contravention has been served as described in Clause 11 and no action has been taken by the client to rectify the contraventions within 3 months.
 - b. QAI is prevented from carrying out their legitimate functions as Approved Inspector for the project by undue restrictions placed by the client or their agents on site on reasonable access to inspect works.
 - c. QAI is prevented from making site inspections due to dangerous or unsafe conditions.
 - d. Failure on the part of the Client to submit plans in a reasonable period of time or other relevant person as notified to QAI.
 - e. Any other condition or situation that prevents QAI from carrying out their function as Approved Inspector.
 - f. Non payment of QAI fees (part or full) as described in Clause 25.

Professional Indemnity Insurance

29. QAI is required to comply with the guidelines issued by the Department for Communities and Local Government in respect of the maintenance of suitable insurance.
30. QAI shall on written request of the Client provide evidence that the insurance is properly maintained.
31. QAI shall immediately inform the Client if the insurance referred to in Clause 29 above ceases to be available.
32. The liability of QAI shall be limited to such a sum as would be just and Equitable for QAI to pay having regard to the extent of the responsibility of QAI for the loss or damage suffered on the basis that all other consultants, contractors 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 these terms and conditions 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.
33. In no event shall QAI be liable for any loss or damage which is not subject to an indemnity under the terms of the professional indemnity insurance.
34. The liability of QAI shall be limited to the amount of the professional Indemnity Insurance required by Clause 29 above.