

QBC Standard Terms & Conditions

Definitions

1. **'QBC'** QAI Services Ltd trading as Quadrant Building Control.
'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
'MHCLG' – Ministry of Housing, Communities and Local Government
'The Project' – the work described in the Initial Notice.
'The Client' – the individual or company instructing QBC to act as an Approved Inspector for the project.
'The Fees' – the fee payable by the client for QBC to carry out the functions of Approved Inspector for the project.
'Plans' – includes drawings, calculations, reports and any other data illustrating the designer's intentions in respect of the proposed works

QBC Services & Obligations

2. The function of QBC shall be that of an Approved Inspector, as defined within the Regulations. QBC 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. QBC 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. QBC has fully adopted the Performance Standards for Building Regulations compliance set by the MHCLG.
5. QBC 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. QBC 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. QBC shall consult the relevant Fire Authority where necessary and forward any comments to the client.
8. QBC shall not, in any way, be responsible for any work carried out by the client before QBC agrees to act as Approved Inspector for the project.
9. Once work commences on site, QBC will visit the site as and when necessary to inspect the work being carried out to determine compliance with the Building Regulations.
10. Where a report details contraventions and the defective works have not been regularised and put right, then QBC may serve a formal written Notice of Contravention in accordance with the Building Regulations / the Regulations to the client.
11. QBC shall have the right to ask for and witness tests, as necessary, to determine compliance with the Building Regulations/the Regulations.
12. Having taken reasonable steps to be satisfied that the whole or part of the works has been completed for Building Regulations purposes, QBC shall issue a Final Certificate(s) and send to the Client.
13. 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.
14. QBC will be responsible for giving the necessary statutory notices in respect of the project to the local authorities.
15. This fee excludes QBC 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.
16. For domestic schemes, electrical and heating systems should be installed by competent persons (<https://www.gov.uk/guidance/competent-person-scheme-current-schemes-and-how-schemes-are-authorised>) for example Gas Safe, NICEIC, OFTEC, HETAS etc. When this element of the work is completed the relevant certification for the installation should be provided. Such installations do not form part of the Building Regulations approval provided by QBC.

Responsibility of the Client

17. The Client shall ensure that all necessary plans are provided to allow QBC 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 QBC staff to make necessary inspections.
19. The Client shall give QBC at least 48 hours' notice of commencement of works on site.

20. The Client shall ensure that QBC 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 QBC is given reasonable notice to inspect the above. While QBC 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 QBC staff to witness tests on drainage, ventilations ductwork, emergency lighting, fire alarms etc. for Building Regulations compliance 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 Invoicee shall pay QBC, within 30 days of the date of issue of a request for payment, the amount thereof together with VAT as applicable.
26. If, in QBC's reasonable opinion, the scope of the works upon which the fee was calculated materially changes then QBC shall be entitled to an additional payment which shall be calculated as the difference between the fee which QBC would have charged and the revised fee after consultation with the client.
27. QBC 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. QBC 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. QBC is prevented from carrying out their legitimate functions as Approved Inspector for the project due to undue restrictions imposed by the client or their agents allowing reasonable access to inspect works on site.
 - c. QBC is prevented from making site inspections due to dangerous or unsafe conditions.
 - d. Failure on the part of the Client or any other relevant person to submit plans in a reasonable period of time as notified to QBC.
 - e. Any other condition or situation that prevents QBC from carrying out their function as Approved Inspector.
 - f. Non payment of QBC fees (part or full) as described in Clause 25.

Professional Indemnity Insurance

29. QBC 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. QBC shall on written request of the Client provide evidence that the insurance is properly maintained.
31. QBC shall immediately inform the Client if the insurance referred to in Clause 29 above ceases to be available.
32. The liability of QBC shall be limited to such a sum as would be just and equitable for QBC to pay having regard to the extent of the responsibility of QBC 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 QBC 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 QBC shall be limited to the amount of the Professional Indemnity Insurance required by Clause 29 above.