Complete
Building Control Ltd

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# COMPLETE BUILDING CONTROL LTD

## STANDARD TERMS & CONDITIONS

### Service & Obligations

1.1 The function of Complete Building Control Ltd, hereafter, referred to as "CBC", shall be that of a Registered Building Control Approver, as defined within the Building Act 1984 (As Amended), Building Safety Act 2022 and Building (Registered Building Control Approver etc.)(England) Regulations 2024, who shall carry out these functions with integrity, adequate resources and professionally and practically, exercising reasonable skill, care, and the diligence to be expected of an appropriately qualified and competent expert with knowledge of the construction standards. CBC has fully adopted the standards of service and conduct set out in the Building Safety Regulator Professional Conduct Rules for Registered Building Control Approver.

1.2 On receipt of a signed Project Information sheet and/or Quotation Sheet, CBC shall submit a joint Initial Notice to the relevant local authority, as required by Building (Registered Building Control Approver etc.)(England) Regulations 2024. Please note that an email cover to the Project Information Sheet, which contains confirmation of acceptance of our terms and conditions, will also be received by CBC as being of the same status as a signed Project Information Sheet. Accepting these terms and conditions authorises CBC to sign any legal documents jointly served on the local authority.

1.3 CBC shall have the right to ask for plans and any other relevant information to determine whether the design complies with the Building Regulations.

1.4 CBC may check the plans for compliance with the Building Regulations and send the nominated party, Agent or legal duty holder a request for further information, as CBC deem necessary.

1.5 Where required by the Building (Registered Building Control Approver etc.)(England) Regulations 2024, CBC shall consult the fire and rescue authority and/or sewerage undertaker and forward their comments when applicable.

1.6 It is brought to the attention of the person responsible for the building work that if the work involves commercial property or, in the case of flats which contain common areas, the duty holder will be bound by their obligation to Regulation 38 of the Building Regulations 2010, and provide all fire safety information to the building's occupier before the building's occupation. The Fire Safety (Regulatory Reform) Order 2005 states that a Fire Risk Assessment should be in place on the day of occupation of any part of the property. For further information, please enquire with your local CBC office. CBC reserve the right to request that this obligation has been undertaken.

1.7 CBC will undertake site inspections in line with the building control inspection regime, which is contained in the comfort letter when the Initial Notice is issued, along with an inspection plan pertaining to the works. CBC reserve the right to request that we be notified at other work stages.

1.8 CBC reserve the right to undertake such site inspections as are reasonable on a remote basis, using photographic or other suitable electronic media evidence at the company's discretion. Where such future changes in legislation occur, removing the ability of CBC to accept such remote inspection evidence. CBC reserve the right to increase the agreed fee to cover the additional cost of providing the required physical site inspection by a CBC surveyor.

1.9 Unless otherwise stated within the quotation, the fee is exclusive of the expense involved in third-party checks required to check fire engineering solutions, including CFD analysis, etc. This sum is charged in addition tot eh CBC building regulation fee for the named fire engineer of fire engineering consultant at a cost recovery basis.

1.10 CBC can request a certificate and witness tests for any applicable construction element to assess reasonable compliance with the relevant regulation. CBC reserve the right to request information such as, but not limited to, that detailed in the Final Certificate review checklist.

1.11 CBC will issue a Final Certificate once it is satisfied that the work appears to fulfil the requirements of Building (Registered Building Control Approver etc.((England) Regulations 2024.

1.12 CBC take full responsibility for giving the necessary statutory notices and certificates regarding the project to the relevant local authorities.

1.13 CBC shall not supervise any contractor or sub-contractor, nor shall they be responsible for ensuring the performance or adequate workmanship of any contractor or sub-contractor.

**Responsibility of the Client**

2.1 The Client shall pay CBC for the services in full at Initial Notice submission stage and the performance of any additional work under the terms of this contract to be separately quoted and agreed..

2.2. The Client shall be entirely responsible for the project's design, construction and management of all work they have procured.

2.3 The Client shall be entirely responsible for obtaining and implementing all necessary permits, licences and approvals, except those which form part of the services or any additional work.

2.4 The Client shall ensure that all necessary plans and information are provided to allow CBC to determine compliance with the Building Regulations. Where the Client is a Domestic Client, these responsibilities pass to the Principal or Sole Contractor, as defined within the Building Regulations.

2.5 The Client shall ensure adequate notification of the necessary stage of work and that safe access to the site and facilities are provided at all reasonable times, allowing CBC employees to make necessary inspections.

2.6 The Client shall make arrangements to allow CBC employees to witness test on drainage, ventilation ductwork, emergency lighting, fire alarms etc., to determine likely compliance with the Building Regulations. All test equipment, training, and expenses incurred to carry out such tests are the Client's and duty holder's responsibility.

2.7 The Client shall appoint CBC in writing, through a signed application form, before any work is carried out concerning the function. The Client may also apply via email, provided that acceptance of the Standard Terms and Conditions has been confirmed.

2.8 The Client shall notify CBC before the work starts on-site so that the Building Control Inspection Regime can be implemented. CBC reserve the right to request that we be notified at other work stages. Such stages will be notified via the plan check or approval document or the site inspection record sheet.

2.9 The Client will notify CBC via email or in writing of a site start notice and a date when legal commencement occurs.

2.10 The Client and duty holders will ensure that all duty holder completion declarations are made before a final inspection is undertaken.

2.11 For new dwellings or dwellings created by a material change of use, the requirement for a Standard Assessment Procedure (SAP) calculation and Energy Performance Certificate (EPC) and any associated fees are the Client's responsibility. CBC does not provide this service.

2.12 For new commercial buildings, the requirement for a Simplified Building Energy Model (SBEM) calculation and any associated fees are the responsibility of the Client. CBC does not provide this service. For domestic schemes, electrical and space heating systems should be installed by a Competent Person (see https://www.gov.uk/government/policies/building-regulaton) and they should provide the relevant certification, e.g., Gas Safe, NICEIC, ELECSA, OFTEC, NAPIT, etc. when the work is completed by a registered installer, as defined in Regulation 20 of Building (Approved Inspector etc.) Regulations 2010.

2.13 When a registered competent person undertakes work, such installations do not form part of the Building Regulations approval provided by CBC and, at any time are excluded from the person's details may be sufficient for CBC to judge whether the works have been competently undertaken. CBC will require the installer's name and the relevant competent person scheme registration details to confirm likely compliance. Where an installer does not have accreditation, CBC reserve the right to charge an additional fee to cover additional inspections of the work. This work will be carried out by CBC or other third-party inspection and test bodies CBC must appoint to confirm likely compliance.

**Cancellation of Initial Notice and Termination**

3.1 CBC shall cancel the Initial Notice by sending a Notice of Cancellation to the local authority in the following circumstances:

3.2 CBC may terminate this contract forthwith if the Client, designer, principal designer, contractor or Principal Contractor is in material breach of its obligations under this contract and has failed to remedy the breach within 28 days of the date of a notice of the breach from CBC.

3.3 After a formal Notice of Contravention has been served and the Client or duty holder has taken no action to regularise the contravention within the prescribed time limit (three months).

3.3 CBC is prevented from carrying out their legitimate functions as an RBCA for the project by undue restrictions placed upon them by the Client or their agents.

3.4 CBC is prevented from making site inspections due to dangerous or unsafe conditions or access deliberately not provided.

3.5 Failure on the part of the Client to submit requested information in a reasonable time.

3.6 Any other condition or situation that prevents CBC from carrying out its function as an RBCA or where CBC reasonably believes that it will not be able to issue a final certificate upon the completion of work.

3.7 Non-payment of fees on time will result in CBC being unwilling to provide the service, and as such, the service will be withheld. Under Section 52(3) of the Building Act 1984, the person undertaking the work (the building owner) must cancel the Initial Notice, and the work's control will revert to the Local Authority.

3.8 The Client may terminate this contract if CBC is in material breach of its obligations and has failed to remedy the breach within 28 days of the date of a notice of the breach from the Client or CBC becomes insolvent.

3.9 The Client shall look only to the RBCA (and not to individuals engaged by the RBCA or any individual directors or members of the RBCA) 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 at any time. The Client acknowledges that such individuals are entitled to enforce this contract term according to the Contracts (Rights of third parties) Act 1999.

3.10 The Client and CBC can give notice to each other in writing under this contract by personal delivery. They can also give notice by recorded or special delivery; in which case delivery is effective two working days after posting.

3.11 If the Initial Notice is cancelled subsequently at the request of the client or person carrying out the work or by their instructing agents under authority when no works have commenced, Complete Building Control Ltd will levy a cancellation administrative fee of £150.00 plus VAT and this will be deducted from the paid invoice or invoiced separately and is to be settled prior to the issuing of a Form 10 Cancellation Notice upon receiving a written request to do so.

3.12 Complete Building Control Ltd will charge reasonable fees for inspection time and administration fee for a cancellation request were works have commenced at rate of £175.00 plus VAT per inspection and a cancellation administrative fee charge of £150.00 plus vat and this will be billed separately or deducted from a paid invoiced prior to any cancellation requests to be made in writing for consideration.

3.13 If subsequent to the issue of a formal Contravention Notice, non-compliant works have not been rectified or CBC cannot discharge its functions, resulting in CBC cancelling the Initial Notice, no fees paid are due back as the contractual service by CBC has been performed although no Final Certificate can be issued in this event arising from non-compliance with the Building Regulations 2010.

3.14 Complete Building Control Ltd will recover from client/person carrying out all the work, any fees levied by any local authority for the processing of any Notice of Certificate issued by Complete Building Control Ltd on behalf of the client/person. These recoverable local authority levied charges are in addition to any fee quoted by Complete Building Control Ltd for the provision of building control service (except for the cost of submitting the Initial Notice) pursuant to The Building (Local Authority Charges & Amendments Relating To Charging((England) Regulations 2026 effective 6th November 2026.

3.15 Complete Building Control Ltd reserves the right under these terms to charge an administrative fee of £150.00 plus VAT for liaison with local authorities in respect of administration work under The Building (Local Authority Charges & Amendments Relating To Charging((England) Regulations 2026 effective 6th November 2026.

**Professional Indemnity Insurance**

4.1 CBC is required to comply with the guidelines issued by the office of the DLHUC concerning the maintenance of professional indemnity insurance.

4.2. CBC is duty-bound to ensure the current insurance declaration when requested by any contracted party.

4.3 CBC shall immediately inform the Client if the insurance referred to above ceases to be valid for any reason.

**Local Acts**

5.1 Registered Building Control Approver's do not enforce Local Acts; a separate application may need to be submitted, and an additional fee may be payable to the enforcing body. CBC will not be responsible for submitting the application or paying fees. However, CBC may assist with negotiations, subject to the agreement of fees for this service. Construction (Design and Management) Regulations 2015

6.1 CBC is not a 'duty holder' under the Construction (Design and Management) Regulations 2015 (CDM Regulations) and, therefore, does not prepare or modify designs for a building, product or system relating to construction work.

6.2. CBC advise that you seek guidance from a CDM professional to ensure compliance with your responsibilities under these regulations.

6.3. Although the roles prescribed within the Building Safety Act 2022 and Building Regulations 2010 are similarly described as the CDM Regulations, the duty holder's obligations concerning Building Regulations compliance differ.

**Terms of Payment**

7.1 All applications and the Project Information Sheet should state the person or Company responsible for paying fees with an address for invoices, an email address and a contact telephone number.

7.2 Where an application is placed on behalf of a third party, this Client must take responsibility for payment of the fee. It is the responsibility of the person who places the submission with CBC to ensure that this Client is fully apprised of the fee and its payment terms.

7.3 All payment requests are due within 30 days of the issue date, including VAT as applicable, unless terms have otherwise been formally agreed; i.e., fees due upon commencement of works were specifically agreed.

7.4 All fees will be invoiced per the quotation document issued.

7.5 All fees stated on the quotation will exclude VAT, unless otherwise stated.

7.6 Requests for payment for site inspection will be issued once the first inspection is carried out, unless other payment terms have been agreed between parties.

7.7 If a project has not commenced on site within 12 months of the Initial Notice, then CBC reserve the right to apply an annual increase of 5% to the inspection fee.

7.8 Where a project has not commenced on site within three years of the date of the Initial Notice, then that Initial Notice is deemed to have expired under Building (Registered Building Control Approver etc.)(England) Regulations 2024 and a new Notice will be required.

7.9 Non-payment of fees on time will result in the service being suspended, and therefore, any details submitted to us will not be checked for compliance, and site inspections will not be undertaken. All work will, therefore, be undertaken at the Client's own risk. Non-payment of fees on time will result in CBC being unwilling to provide the service, and as such, under Section 52(3) of the Building Act 1984, the person undertaking the work will be required to cancel the Initial Notice and the control of the work will revert to the Local Authority.

7.10 Instalments may be arranged in advance at the discretion of any Director or the Financial Controller.

7.11 All fees must be paid in full before issuing a Final Certificate.

7.12 CBC will be entitled to the total fee, regardless of the number of site visits made, where the project is abandoned.

7.13 If the scope of the work changes to the extent that it becomes substantially different to that described in the Initial Notice, or amendments are made to the project requiring additional plan checking, amendment notice, consultation or inspection, then CBC shall be entitled to an additional payment. The amount will be subject to an agreement between CBC and the Client.

7.14 If the project should result in a dispute between the Client and a third party, then CBC shall be entitled to make reasonable charges to recover additional costs on the project.

7.15 CBC reserve the right to charge additional fees for any of the following: where different types or distinct pieces of work on the same project are not undertaken concurrently; for abortive site inspection work; where repeated visits have been required to ascertain likely compliance; and where the scope of the inspections requested exceeds the CBC inspection regime. All additional fees will be charged at hourly rate of £150.00 per hour. This will generally be notified to you before any additional site inspections.

**Copyright**

8.1 The copyright in all documents prepared by CBC in providing the services shall remain the property of CBC, unless a financial agreement is made.

**Information**

9.1 For the benefit of applications which involve developments which create new dwelling-houses or any works subject to a building guarantee or warranty, the Client permits CBC to pass on a copy of relevant inspection history, including site notes, photographs and certification of services etc. to their third-party Warranty provider. If the Client would prefer that this information was not passed on for any reason, representation must be made to CBC Head Office before the commencement of works.

9.2 CBC may share your information with Partnered companies so that they may contact you to provide quotations relevant to the proposed work in the fields of Energy Surveying, Warranty/Latent Defects cover, Air and Sound Testing, Fire Safety and Inclusive Design services. You are not obliged to take up any offer, however, these capabilities are to add value to our service offering. Please let your Project Manager know if you would prefer not to be contacted with such offers.

**Complaints**

10.1 If the Client has a complaint in respect of the performance of services by CBC, under this agreement, without prejudice to any other remedy available, they shall be entitled to have access to the Complaints Handling Procedure (CHP).

Written copies of the CHP are available upon request from:

Writing – Complete Building Control Ltd

36 George Road, Edgbaston Birmingham, B15 1PL Email - info@completebuildingcontrol.co.uk

Telephone – 0121 212 3145

10.2 Clarification on what may be considered a complaint can be found on the website of our Regulator, the Building Safety Regulator..

10.3 As with all building work, the owner and occupier of the property or land in question and the Principal Contractor are ultimately responsible for complying with the Building Regulations.

It is CBC's role to determine, as far as can be reasonably ascertained, that the work complies and is being undertaken competently.

10.4 Duty holders and CBC shall consider whether any dispute or difference between them is suitable for resolution by mediation, and if so, shall take the appropriate steps to resolve the dispute of difference by mediation [this section does not apply to a Domestic Client].

The role of Building Control is to act as an independent third-party check, and RBCAs are required to take such steps as are reasonable to enable it to be satisfied, within the limits of professional skill and care, that the work within the scope of a valid initial notice is compliant with the applicable building regulations.

It is not the role of Building Control to:

- Provide quality control of the work.
- Provide a 'clerk of works' service monitoring at every stage of the construction process.
- Provide a service to address issues such as the aesthetics of the work where these issues relate to maters uncontrolled by the building regulations.
- Provide a service to offer contractual protection between the person carrying out the work and the duty holders engaged in the work.
- Provide a guarantee of compliance with the Building Regulations.
- The appointment of a Building Control Body does not remove the obligation of the person

carrying out the work and duty holders to achieve compliance.

**Liability**

11.1 The liability of CBC shall be limited to such a sum as would be just and equitable for CBC to pay, having regard to the extent of the responsibility of CBC for the damage suffered on the basis that all statutory duty holders, Consultants, Contractors, and 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 this agreement and shall be deemed to have paid to the Client such a sum as it would be just and equitable for them to pay to have regard to the extent of their responsibility for such loss or damage. In assessing any liability arising from this agreement, CBC's liability will be determined as that of the local authority having due regard to the limitations imposed by findings in the Murphy v Brentwood District Council (1989) 88 LGR 333CA. This reference is to a House of Lords decision limiting financial recovery from a building control body of pure economic loss in tort. We would also reference the Court of Appeal decision in Lessees and Management Company of Herons Court v Heronslea Ltd and others (2019) and the High Court decision in Zagora Management and Others Ltd v Zurich Insurance PLC and Others.

11.2 Subject to such other sum we may agree in writing, without affecting any other limitation or exclusion clauses, CBC's liability under or in connection with this contract shall be limited in the aggregate to the lesser of:

11.2.1 a sum equivalent to ten times the total fee payable under this contract.

11.2.2 £1million, always provided that CBC's liability shall be further limited and shall not exceed such a sum as CBC is entitled to recover under the terms of its professional indemnity insurance policy (always provided that CBC is not in breach of either the terms of such policy or its obligation to maintain professional indemnity insurance under this contract). This limit shall apply, however, that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort (including, without limitation, the tort of negligence) or arising by breach of statutory duty. Provided that this clause 11.2 shall not exclude or limit Complete Building Control's Limited's liability for:

11.2.3 death or personal injury caused by CBC's negligence or

11.2.4 fraud or fraudulent misrepresentation.

11.3 CBC shall not be liable under or in connection with this contract for any consequential or indirect loss, expense, damage, or loss of profit.

11.4 Either party may assign its rights and benefits under this contract. CBC may subcontract any part of the services and any additional work, with the Client's prior approval, not to be unreasonably withheld or delayed. If any of the links within the CBC website are unavailable to you, please get in touch with our Head Office, and a copy of the documents can be sent to you in the Post or via a preferred email address.

Complete Building Control Ltd

Signed:

Name/Authority - Client/Person Carrying Out Work:

Date:

Signed:



Name/Authority: **MELAP SINGH – Managing Director**
**COMPLETE BUILDING CONTROL LTD**

Date:

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6th November 2026