

Ref. No. For Office Use Only		
Quote No:	Project No:	Date Received:

Yorkshire Dales Building Consultancy Ltd Company No. 7043550 VAT Reg. No. 978 3347 69 Registered Office: Suite 2.1, Woodhead House, Woodhead Road, Birstall, Batley, WF17 9TD. Email: admin@ydbc.co.uk Tel: 0113 3720094

AGREEMENT FORM (Part 1) – Please complete the sections. Where the proposed work involves a new building or the extension of an existing building, we will require a site location plan at 1:1250 scale.

It is important that you read and understand the Terms & Conditions included within this Agreement Form, along with the attached Privacy Notice.

It is also important that you understand the implications associated with the various dutyholders (Client, Principal Designer, Principal Contractor) – these dutyholders are defined in Regulation 11 of The Building Regulations etc. (Amendment)(England) Regulations 2023.

Client Details Name: Address: Tel: Email:	
Agent Details Name: Address: Tel: Email:	
Principal Designer Details Name: Address: Tel: Email:	
Principal Contractor Details Name: Address: Tel: Email:	
Project Address:	
Description of Proposed Work (Including Building use and number of storeys)	
Electrical Work (Domestic Projects Only)	Electrical work to be carried out by a Part P registered contractor: <input type="checkbox"/> Yes <input type="checkbox"/> No
Foul Drainage to:	
Surface Water Drainage to:	
Commencement Date (required for all projects) Commencement Statement (for projects that are not extensions or new buildings - 15% of the proposed work)	
New Dwelling Optional Requirements	In the case of a new dwelling, please specify whether any of the following optional requirements have been imposed by the planning authority: <input type="checkbox"/> 1. Regulation 36(2)(b) (optional water efficiency requirement of 110 litres per person per day) <input type="checkbox"/> 2. Schedule 1 Part M optional requirement M4(2) (category 2- accessible and adaptable dwellings) <input type="checkbox"/> 3. Schedule 1 Part M optional requirement M4(3) (category 3- wheelchair user dwellings) <input type="checkbox"/> No optional requirements apply:

Total Agreed Fee:	<p>£ inc VAT</p> <p>For BACS payments: Sort Code: 40-38-19 / Account No: 31494872</p> <p>For card payments: Please contact the relevant office on 0113 3720094 or 01325 582060 (most major debit/credit cards accepted).</p>
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I agree to the terms of business and have read and agree to the CICAIR contract terms (see item 15 overleaf) for YDBC Building Control and confirm on behalf of myself/the client that I would like you to act in your capacity as Approved Inspector (see note 10 overleaf). Please sign and submit the Initial Notice to the Local Authority on my/the client's behalf.

Name.....

Date.....

Signed

On behalf of (client's Name)

For Electronic Submissions please tick in lieu of signing above.

Part 2 – Services

Taking such steps as are reasonable to enable them to be satisfied within the limits of the professional skill and care set out in clause 14 (below) that the plans and the works comply with the Building Regulations, the Registered Building Control Approver shall –

Either undertake statutory functions.

or, undertake the following services (where appropriate to the project), including the Statutory Functions:

Instructions Receive instructions, brief and necessary documentation from the Client. Advise on procedure and programme for building regulation certificates.

Initial Notice Submit an Initial Notice to the relevant Local Authorities and provide copies to the Client.

Assessment of Plans Undertake an assessment of plans for compliance and communicate to the Client observed non-compliance with the Building Regulations, conditions pertaining to the approval or passing of plans and remedies available in the event of a dispute over compliance. Maintain appropriate records of the design assessment process.

Statutory Consultations Consult with the Fire Authority and forward their observations to the Client. Undertake all other statutory consultations and forward the observations of consultees to the Client. Consider the desirability of undertaking additional consultations and communicate to the Client any consultees' observations or advice beyond the scope of the Building Regulations. Alert the Client to provisions of legislation outside the Building Regulations believed to be relevant.

Plans Certificate If requested by the Client, when satisfied that the plans show no observed contraventions of Building Regulations, issue a plans certificate. Compile a schedule of modifications specified and/or further plans or information required to demonstrate compliance of plans.

Inspection notification framework Prepare an inspection notification framework (inspection schedule) and if requested provide a copy to the Client. Adopt an appropriate site inspection regime taking account of relevant factors and keep under review. Make inspections of the site in order to observe compliance with the Building Regulations. Maintain appropriate records of site inspections, identifying the work inspected and any observed non-compliance. Communicate any observed contraventions of Building Regulations. Notify observed significant departures from plans to consultees. Consider the need for tests, throughout construction and at completion, inform the Client of the requirements; witness tests and receive certificates as appropriate. Request copies of such plans as are necessary in relation to the commissioning of services prior to issue of a final certificate.

Final Certificate Having taken reasonable steps to be satisfied that the whole or part of the works has been completed for Building Regulations purposes, issue a final certificate, and send to the Client. If requested by the Client, provide a list of inspections carried out. Retain statutory records for an appropriate period. (References to the Client include persons designated by the Client).

TERMS OF BUSINESS

1. Upon receipt of a completed Agreement form YDBC Building Control will serve the statutory Initial Notice. By signing this Agreement Form you are confirming that the person intending to carry out the work understands that YDBC Building Control will sign the Initial Notice on their behalf (Building Control Alliance - Initial Notice Protocol Paragraph 9.1).
2. All completed Agreement forms must be accompanied by the **total fee** (unless otherwise agreed) and include, where applicable, plans for the scheme of proposed works. Please provide an address to which the receipt can be sent or to which the receipt is to be copied.
3. Where invoices have been issued these are required to be **paid in full immediately**.
4. The total fee has been determined based on the information provided at quotation stage. Namely the number of site inspections (identified at instruction stage), a reasonable amount of time allocated to the plan checking process and where applicable, a proportion of the fee for checking of structural design/calculations by our consulting engineers. Additional plan check/consultancy fees incurred by YDBC Building Control which are deemed as disproportionate to the total fee will be charged to the Client.
5. These terms of business cannot be varied unless agreed writing. Full terms of business are as provided in the CICAIR contract for Approved Inspectors (copy available upon request).
6. A valid Agreement must include the fee as in 2 above for YDBC Building Control to be able to act as Registered Building Control Approver for the project and proceed to serve the statutory Initial Notice. Unless agreed in writing fees will not be refundable in the event any project does not proceed. **Where significant changes in a project are proposed including additional structural design information or, where structural design calculations are found to be incomplete or unsatisfactory, additional fees may be charged.**
7. Fee scales/quotes, orders, invoicing, and method of working will be as stated in each term contract.
8. Where payment of fees has been agreed then the amount must be paid in full prior to the issue of a Final Certificate or part Final Certificate.
9. Where additional site inspections are requested, over and above those agreed at the instruction stage, a fee will be charged per additional inspection. The fee will be notified prior to any of the additional inspections being carried out.
10. **Where you are signing the Agreement form on behalf of a Client you are confirming that the Client accepts that YDBC Building Control will be undertaking the building control function for their project.**
11. Complaints. YDBC Building Control has a complaints procedure. If you are not satisfied in any way with any aspect of the service you receive then please contact YDBC Building Control. A copy of our complaints procedure is available upon request.
12. Please return the completed agreement to **YDBC Building Control** at either of the following addresses (please contact us if you are unsure which office to return the agreement form to): **Suite 2.1, Woodhead House, Woodhead Road, Birstall, Batley, WF17 9TD - admin@ydbc.co.uk - or - Office G35, Flexspace, Durham Way South, Newton Aycliffe, DL5 6XP - info@ydbc.co.uk**
13. An Initial Notice, once served upon the Local Authority, does not become valid until it has been accepted by the Local Authority. Local Authorities have 5 (working) days within which to accept or reject an Initial Notice served upon them. The commencement of work to which an Initial Notice relates within this period is done entirely at the risk of the person carrying out the works.
14. YDBC Building Control will carry out its duties with reasonable skill care and diligence and shall act with integrity in and for the interests of the Client for whom we act, maintaining confidentiality at all times, subject to our obligations in respect of current statutes or statutory provisions which are applicable to the functions of Registered Building Control Approvers. YDBC Building Control will undertake the function of Registered Building Control Approver and carry out the duties and obligations required by The Building Act 1984 and The Building (Registered Building Control Approvers etc.) (England) Regulations 2024.

15. APPROVED INSPECTOR ADDITIONAL CLAUSES

Compliance with the Building Regulations

The Client has the statutory responsibility for the Project's compliance with the Building Regulations and the Services do not include advising the Client or managing the Project to ensure that compliance is achieved or give rise to any duty to do so.

The Registered Building Control Approver shall, in performing the Services exercising the level of skill and care provided in clause 14 above, 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 the Project as a whole or every aspect of the Project complies with the Building Regulations.

Termination Right

The Approved Inspector may terminate this contract forthwith by notice in writing if the Approved Inspector reasonably believes that it is impossible or impracticable to perform the Services as a result of any circumstances for which the Approved Inspector is not responsible and/or that the Approved Inspector will not be in a position to issue a final certificate on completion. Following termination by 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 (Registered Building Control Approvers etc.) (England) Regulations 2024, in which case the Registered Building Control Approver functions will revert to the Local Authority and the Registered Building Control Approver will be discharged from all requirements to complete the Services or any Additional Work. The Registered Building Control Approver shall not be liable for any losses, costs, expenses, damages, or liabilities that the Client may incur in such circumstances.

Limitations of Liability

The Registered Building Control Approver's obligation in relation to the performance of the Services shall be limited to the exercise of the level of skill and care provided in clause 14 and it shall only be liable if and to the extent that it has failed to exercise such skill and care.

The Registered Building Control Approver shall not be responsible for or have any duty or liability in connection with the supervision of any contractor or sub-contractor, nor shall the Registered Building Control Approver have any responsibility, duty or liability as a result of in connection with the performance of any contractor or sub-contractor or any contractor or sub-contractor's standard of workmanship.

The Insurer will not be liable in respect of:

Any Claim arising from a contract, agreement or appointment signed, entered into or concluded on or after the 1st July 2021, which contains provisions more onerous than the ACAI/CICAIR approved 'Contract for the Appointment of an Registered Building Control Approver' but only to the extent that the claim or part thereof relates to a liability arising out of provisions more onerous than the ACAI/CIC approved 'Contract for the Appointment of an Registered Building Control Approver'.

Any Claim arising out of or liability assumed under a Third Party Contract entered into on or after the 1st July 2021 other than such liability that would have attached to the Insured in the absence of such Third Party Contract.

A Third Party Contract is defined as:

Any Collateral Warranty, Letter of Reliance or any other contract with a third party other than the Insureds appointment for the provision of services.

Financial Cap

Notwithstanding anything to the contrary in this Agreement, the liability of the Registered Building Control Approver under or in connection with this Agreement whether in contract or in tort [*delict*], in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed in aggregate the sum of ten times the total fee.

If no amount is inserted above, the liability of the Registered Building Control Approver shall not exceed in aggregate a multiple of ten times the total of the fees payable to the Approved Inspector by the Client.

Economic Loss Exclusion

Neither Party shall under any circumstances whatsoever be liable to the other for any direct or indirect loss of profit, loss of business or anticipated saving or special, indirect or consequential damage suffered by the other Party that arises under or in connection with this Agreement.

Net Contribution

Further and notwithstanding anything to the contrary contained in this Agreement and without prejudice to any provision in this Agreement whereby liability is excluded or limited to a lesser amount, the liability of the Registered Building Control Approver, if any, for any loss or damage ("the loss or damage") in respect of any claim or claims shall not exceed such sum as it would be just

and equitable for the Registered Building Control Approver to pay having regard to the extent of the Approved Inspectors responsibility for the loss or damage and on the assumptions that:

- (i) all other consultants and advisers, contractors and sub-contractors involved in the project shall have provided contractual undertakings to the Client on terms no less onerous than those set out in this agreement in respect of the carrying out of their obligations in connection with the project; and
- (ii) there are no exclusions of or limitations of liability nor joint insurance or coinsurance provisions between the Client and any other party to the Project and that any such other party who is responsible to any extent for the loss or damage is contractually liable to the Client for the loss or damage; and
- (iii) all the parties referred to in (i) above, have paid to the Client such proportion of the loss or damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss or damage.

Time Limitation

No action or proceedings under or in respect of this Agreement whether in contract, in tort, in negligence, for breach of statutory duty or otherwise shall be commenced against the Registered Building Control Approver after the expiry of six years from the date of completion of services or the termination of the services if earlier.

Exclusion of Third-Party Rights

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce a term of this Agreement. Neither the Registered Building Control Approver nor the Client may assign its rights and/or benefits under this contract without the prior written consent of the other.

16. Please see the attached 'Privacy Notice'.

YDBC Building Control Privacy Notice

(Updated April 2024)

Company Contact Details:

Full Company Name:

Yorkshire Dales Building Consultancy Limited (trading as YDBC Building Control)

Registered Office:

Suite 2.1, Woodhead House, Woodhead Road, Birstall, Batley, WF17 9TD.

Registered Business Premises:

Yorkshire (Leeds)

Suite 2.1, Woodhead House, Woodhead Road, Birstall, Batley, WF17 9TD.

Tel: 0113 372 0094 **Email:** admin@ydbc.co.uk **Web:** www.ydbc.co.uk

North East (Darlington)

Office G35, Flexspace, Durham Way South, Newton Aycliffe, DL5 6XP

Tel: 01325 582060 **Email:** info@ydbc.co.uk **Web:** www.ydbc.co.uk

What type of information we have:

We hold your name, address, telephone number(s), email address and address of your project. This information is provided by yourself, or your agent (if applicable) and/or building contractor (if applicable). We ask you or your representative(s) to provide this so that we can process your application for building regulation approval accurately and on a lawful basis as per building regulations – under the Building Act 1984.

How we get the information and why do we have it:

The information to support any building regulations application is provided by the client, appointed agent (if applicable) and building contractor (if applicable).

What we do with the information we have:

We need this information in order to submit an Initial Notice to the local authority on behalf of the client in a timely manner, and then to maintain contact during the length of the project.

We also provide and receive information relating to your project as per the following sources:

- If a consultation with a water authority is required, then the address, site location plan and postcode of the site only would be provided to this agency as per the Approved Inspectors' Regulations 2010. Comments are returned to YDBC Building Control and are then stored on file.
- When appraising information for building regulations compliance YDBC Building Control will refer structural designs to a structural engineer. The address and postcode of your project

together with structural calculations, existing and proposed plans will be provided to this agency to ensure compliance with Building Regulations on our behalf. Comments returned to YDBC Building Control and client notified. Comments are stored on file.

- If a consultation with the fire authority is needed (in the case of a non-domestic project), then address, postcode, site plan, existing and proposed plans, and plan check comments are provided to the relevant authority to assist in a fire safety risk assessment in order to comply with building regulations. Comments returned to YDBC Building Control and client notified. Comments are stored on file.

Under the General Data Protection Regulation (GDPR), the lawful bases we rely on for processing this information are:

Your consent: You can remove your consent at any time and can do this by contacting **0113 372 0094** or **01325 582060** or by email to admin@ydbc.co.uk or info@ydbc.co.uk

YDBC Building Control has a contractual obligation.

YDBC Building Control has a legal obligation as per the Building Act 1984.

YDBC Building Control has a legitimate interest in ensuring that works are carried out in accordance with Building Regulations.

How we store your information:

Your information is stored in hard copy for the duration of your project. At the completion of your project the hard copy file is shredded securely by a professional company and certification for this is provided to us. An identical electronic copy of all your information is also kept for a minimum of 15 years as per the requirements of YDBC Building Control's Professional Indemnity Insurance.

- Hard copy files are stored securely in a locked unit within a locked office.
- Electronic files are stored in a password protected secure internet-based system with regularly updated passwords and continuous Cloud back-up.

Your data protection rights:

Under data protection law you have the following rights:

- Your right of access – to ask us for copies of your personal information.
- Your right to rectification – to ask for information to be rectified or completed, if incomplete.
- Your right to erasure – to ask us to erase your personal information in certain circumstances.
- Your right to restriction of processing – to ask us to restrict processing of your personal data in certain circumstances.
- Your right to object to processing – to object to the processing of your personal data in certain circumstances.
- Your right to data portability – to ask us to transfer the information you gave us to another organisation, or to you, in certain circumstances.

You are not required to pay any charge for exercising your rights. If you make a request YDBC Building Control has one month in which to respond to you.

Please contact YDBC Building Control on **0113 372 0094** or **01325 582060** or by email to admin@ydbc.co.uk or info@ydbc.co.uk

If at any point you are unhappy with how YDBC Building Control has used your data, you can contact the Information Commissioner's Office (ICO) at the following address:

**Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF**

Helpline Number: 0303 123 1113