

APPROVED INSPECTOR APPOINTMENT - TERMS OF BUSINESS

Appointment

1. Acceptance of a fee quotation produced by Dunwoody Building Legislation will automatically indicate acceptance of these terms of business.
2. No works will be undertaken on a project until we have received written confirmation of our appointment including full details for invoicing or a Purchase Order for the full amount of the quotation.
3. All orders should state the address for invoicing and contact email. Where applicable the person and email address to which the invoice is to be copied should also be provided. Invoices will be sent via email unless hard copies are specifically requested.
4. Details of the anticipated construction programme start and completion dates should also be included with written confirmation of your order where available.
5. Unless expressly stated to the contrary acceptance of the fee quotation will be taken as authorisation to sign the initial notice on behalf of the person carrying out the work.
6. Where the works include a new building or an extension to an existing building a site location plan to a minimum scale of 1:1250 must be submitted before the submission of an initial notice can be issued.
7. Work cannot commence on site until at least 5 working days after we serve the initial notice. Should notices be rejected on the grounds that work has commenced within this period or for any other reason within the clients control not notified to us we reserve the right to charge an administration fee equal to the full fee or £750 plus VAT whichever is the lesser.
8. When instructing us to proceed on behalf of a third-party, you will be deemed to take responsibility for payment should invoices not be paid in a timely manner as per section 10 below.
9. Unless otherwise agreed, work carried out on an hourly basis will be invoiced at the end of each month.

Terms of Payment

10. An invoice for the Plan Check Appraisal fee will be issued on acceptance of our quotation. Should our quotation indicate that staged payments form part of the appointment the first stage invoice will be issued on acceptance of our quotation. Subsequent invoices will be issued at the stated stage dates.
11. An invoice for the Site Inspection fee will be issued on the date of the first inspection. Should our quotation indicate that staged payments form part of the appointment the first stage invoice will be issued on the date of the first inspection. Subsequent invoices will be issued at the stated stage dates.
12. Where the total fee is less than £1,200.00 an invoice for the full fee will issued on acceptance of our quotation. There will be no rebate or refund should the project not proceed.
13. Payment Terms are 30 days from the date of our invoice.
14. A Non Payment Penalty of 10% after the 30 Day period may be applied monthly to the outstanding balance.
15. All fees to be paid in full prior to a Final Certificate being issued.

Project Execution

16. Requests for site inspections must be received at least 48 hours in advance.
17. Where a site inspection is requested, the relevant works must be available and ready for inspection. If the works for the requested inspection are found to be incomplete or are not available for inspection abortive visits may be charged at an hourly rate.
18. The [Client/Employer/Developer/Other] 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.
19. The Approved Inspector shall, in performing their Services exercising the level of skill and care required to perform their services, 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.
20. 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 Consultant is not responsible and/or that the Consultant 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 Regulations, in which case the Approved Inspector functions will revert to the Local Authority and the Approved Inspector will be discharged from all requirements to complete the Services or any Additional Work. The Approved Inspector shall not be liable for any losses, costs, expenses, damages, or liabilities that [the Client] may incur in such circumstances.
21. The Approved Inspector's obligation in relation to the performance of the Services shall be limited to the exercise of the level of skill and care that can reasonably be expected and he shall only be liable if and to the extent that it has failed to exercise such skill and care.
22. The Approved Inspector 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 Approved Inspector 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.