

# Building Control Application Form



**LONDON**  
BUILDING CONTROL

Tel: 0845 630 2112

When completed send by one of the methods below

Please note all sections must be completed including phone and email address details.  
Failure to do so will delay the application being processed until this information has been provided

EMAIL : applications@londonbuildingcontrol.co.uk

POST: London Building Control, International House, 1-6 Yarmouth Place , Mayfair, London, W1J 7BU

FAX: 0845 862 0232

## 1 SITE DETAILS:

a Site Address:

b Description of work: (This will appear on legal documents)

c Use of building, please tick:

House  Flat  HMO  Commercial  Public Building

d Number of existing storeys:

e Total number of storeys after works:

f Estimated cost of works:

(This may be used to provide a quote)

## 2 NAME OF THE LOCAL AUTHORITY: (This is the Local Authority where work is located)

## 3 THE PERSON INTENDING TO CARRY OUT THE WORK IS:

(Please specify Property Owner, Tenant: This will appear on legal documents)

Section A: Please complete in full  
Section B: Please complete if known

A Client Property Owner  Tenant

Title  Forename:  Surname:

Address:  Email:

Tel:

B Works by Agent  Builder  Architect  Other (please specify)

Title  Forename:  Surname:

Address:  Email:

Tel:

#### 4 INVOICING :

Please complete ALL sections in full

Fee to be paid by: Name/ Company Name

Address:

Email:

Tel:

Agreed fee: (Insert Details)

excluding VAT

#### 5 NEW BUILDINGS AND EXTENSIONS

A site location plan at no less than 1:1250 MUST be submitted to LBC Ltd showing the footprint of the new works

(and for new buildings, also showing connections to the public sewers, or to septic tanks/treatment works).

#### 6 PLANNING APPROVAL

Do You Have Planning Approval ? YES

If yes please give planning reference no.

NO

Do Any Of The Following Optional Regulations apply ?

1: 2015 G2 Water Efficiency 110L/pld

YES

NO

2: 2015 M4 Category 2: Accessible and adaptable buildings

YES

NO

3: 2015 Category 3: Wheelchair user dwelling

YES

NO

None of the above regulations apply (tick here if correct)

#### 7 SIGNATURE

When you are ready to proceed please complete, sign & return the application form

Signing as: Tenant

Agent

Builder

Architect/Other

Title

Forename:

Surname:

Email:

Tel:

I am authorised by the Property Owner/Tenant to complete the initial notice and I authorise LBC Ltd to sign the Initial Notice on my/our behalf.

By signing I agree to the terms and conditions of engagement below relating to this work.

Signature:

Date:

#### SCOPE OF SERVICE

Following Our Appointment we undertake to:

- Serve an Initial Notice on the Local Authority.
- Liaise as necessary with design consultants to ensure compliance with the Building Regulations.
- Consult with the local Fire Authority where required on the proposed fire strategy and notify them of any significant departures from the design.
- Retain full records of design assessment philosophy for future reference and continuity of control.
- Assess main design plans and documents and provide compliance report detailing compliance and non-compliance to the designated persons.
- Assess amendments throughout the scheme and provide written feedback on compliance and non-compliance to the designated persons.
- Issue a Plan Certificate for the scheme if requested.
- Consult with sewerage undertakers and other similar bodies where required, to ensure the design satisfies their requirements and notify such bodies of any significant departures from the design.
- Provide advice on Local Acts where relevant to Building Regulations.
- Provide on request our complaints procedure.

Following Commencement of Site Works we undertake to:

- Liaise with the contractor/ designated persons to understand the build program and to set out an Inspection Regime.
- Provide a site inspection record book which will detail the inspection carried out and any comments made when requested and where applicable.
- Carry out unannounced and announced site inspections in accordance with the Inspection Regime with 1 visit per month for a live project as appropriate.
- Identify non-compliance work promptly to the responsible persons and indicate measures believed necessary to remedy contraventions.
- Issue a Final Certificate to the Local Authority, Fire Service (where applicable) and designated persons where we are satisfied that the scheme meets compliance with the Building Regulations.
- Provide on request a Final Certificate upon satisfactory completion of the project.

# TERMS AND CONDITIONS OF ENGAGEMENT

This contract is made with the aforementioned client (owner/tenant) and is not transferrable to any other person.

## 1. Definitions:

1.1 In these conditions the following words shall have the meanings given to them:-

1.1.1 Additional Services those services which are: (1) appropriate for an approved inspector to carry out in relation to the Project, which are not part of the Basic Services and which arise because of any changes in the design, size and scope of the Project, the timing of the Project and/or any failure by the Client to comply with its obligations under the Contract; and/or (2) any additional services which LBC agrees to perform for the Client in relation to the Project.

1.1.2 Application Form means the form to which these conditions are attached.

1.1.3 Building Control Services means those services in connection with the Project as described required of an Approved Inspector under the Building Act 1984 and the regulations made under it which include: the submission of the initial notice; the provision of necessary documentation to the local authority; carrying out a compliance check of drawings and details supplied by the client; issuing a plans certificate if so requested by the client; consultation with relevant statutory bodies; site inspections as necessary for the proper performance of these services and issuing of a Final Certificate on satisfactory completion of a project.

1.1.4 CIC Code of Conduct means the Code of Conduct for Approved Inspectors published by the Construction Industry Council dated 2 June 2011 or any subsequent version or revision of it current at the time the Contract comes into effect.

1.1.5 Client means the person, firm or company identified in the application form as "the person intending to carry out the work".

1.1.6 Client's agent means the person, firm or company (if any) identified in the application form.

1.1.7 Contract means the contract between LBC and the Client consisting of the Application Form and these conditions.

1.1.8 The client as set out in clause 1.1.5 cannot assign the contract to a third party or individual.

1.1.9 Fee means the agreed fee in respect of the Building Control Services set out on the Application Form.

1.1.10 LBC means London Building Control Limited (registered in England and Wales with number 05911975) of International House, 1-6 Yarmouth House, Mayfair, London W1J 7BU.

1.1.11 Project means the "description of works" described in the Application Form.

## 2 Contract coming into effect

2.1 A binding contract shall not be formed until LBC receives from the Client the completed and signed Application Form or an electronic version and LBC starts to perform the Building Control Services. If, in LBC's opinion, any details contained in the Application Form are incorrect LBC shall notify the Client in writing within 10 working days from receipt (and before LBC starts to perform the Services) and either request that the Application Form is resubmitted to LBC by the Client or LBC and the Client may agree in writing (which for this purpose shall include email) how the issue is to be resolved.

2.2 By signing the application form it is understood that the property owner is aware of the appointment of LBC as the Building Control Body for the Project described noting clause 1.1.8.

## 3 Services

3.1 LBC shall carry out the Building Control Services using reasonable skill, care and diligence and having regard to the CIC Code of Conduct 2nd June 2011 as amended.

3.2 We are required to inspect the building works at relevant agreed in the Inspection Regime stages to ensure compliance with the building regulations. We have set out below a list of the stages where we would normally require notification to enable a site as necessary. Foundations, DPC / DPM, Underground Drainage, Structure, Insulation, Final Inspection (including fire safety checks), supply of fire safety drawings, and all relevant Certificates and Documents.

## 4 Additional Services

4.1 If LBC considers that any of its services under the Contract constitute Additional Services it shall notify the Client as soon as reasonably practicable as defined in clause 1.1.1.

4.2 Additional Services shall, unless otherwise agreed in writing with LBC (which for this purpose shall include email), be charged on a time charge basis and shall become due when LBC completes such Additional Services (or any part of them).

## 5 Client's obligations

5.1 The Client shall provide, and shall procure from anyone else engaged by the Client in respect of the Project as described, all information and assistance as LBC requires to properly performing the Building Control Service as set out in this contract.

5.2 Such information and assistance shall be provided to LBC within such timescales as LBC may reasonably request having regard to the progress of the Project as described, not exceeding 4 weeks from the date of a final inspection having been undertaken.

5.3 Client's Agent if appointed has full authority to act on behalf of the Client in connection with the Contract and the Project as described, noting clause 1.1.8.

5.4 It is the Client's responsibility to ensure that the Project as described complies with Building Regulations. Whilst LBC will use the level of skill and care referred to in clause 3.1 to see that the Project as described complies with the Building Regulations the issuing of the Final Certificate will not and should not be taken as conclusive evidence that the requirements have been complied with in relation to the Building Regulations.

5.5 LBC shall not be responsible for the supervision of any contractor or sub-contractor engaged on the project, nor shall LBC have any liability for the performance or adequate standard of workmanship of any contractor or subcontractor.

5.6 It is the Client's responsibility to ensure LBC have safe and reasonable access to the site, to allow LBC to discharge its Building Control function.

5.7 Should it become apparent to LBC that we are unable to carry out our Statutory Duty due to any breach of this contract or site action this could lead to the cancellation of the project as described in the Initial Notice under The Building Act 1984 Section 52.

5.8 It is the Client's responsibility to ensure adequate notice is given to allow LBC to carry out the Inspection Regime set out and or agreed.

## 6 Payment

6.1 Unless agreed in writing with LBC (which for this purpose shall include email) the fee shall become due in full on submission of the initial notice to the relevant Local Authority. Final payment date for the sum due (whether in respect of the fee or additional services shall be 30 days from the due date).

6.2 The Client shall pay any VAT chargeable on sums due.

6.3 Any sum, which remains unpaid after the final date for payment, shall bear interest at the rate of 5% above the dealing rate of the Bank of England current at the date the sum became overdue.

6.4 Nonpayment of the fee after the due date may be considered as breach of contract and could lead to the cancellation of the projects as described in the Initial Notice under The Building Act 1984 Section 52 (1) (a).

## 7 Issue of Final Certificate

7.1 It is a pre-condition to the issuing by LBC of a Final Certificate in respect of the project as described that all sums due to LBC have been paid in full.

## 8 Insurance

8.1 LBC shall maintain insurances in accordance with its statutory obligations as an Approved Inspector and upon the Client's written request will provide evidence that such insurances are in force. LBC maintains a PI cover with a limit of liability of £5,000,000 for any one claim.

## 9 Termination

9.1 Either party may terminate the Contract if the other party is: (1) in material breach of its obligations and has not remedied the breach within 10 working days of being notified in writing to do so; or (2) is insolvent.

9.2 Additionally, LBC may terminate the Contract at any time upon written notice if LBC consider that they will not be in a position to legally issue a Final Certificate.

9.3 If the project has not commenced within 36 month from the date of the acceptance or deemed acceptance of the Initial Notice by the relevant Local Authority it will be deemed to be of no effect and must be considered as cancelled as set out in Section 32 of the Building Act 1984.

9.4 For the purposes of clause 9.1 failure to pay any amount due by the final date for payment shall constitute a material breach of contract. For the purposes of clause 9.2 examples of when LBC may terminate the Contract are: (1) where work to the Project as described has been covered-up such that LBC cannot properly perform its Building Control Services; and (2) where threatening, intimidating or abusive behaviour or language is used against staff. The examples given in this clause are not exhaustive.

9.5 If the Contract has been terminated by LBC the Client shall pay LBC in respect of the work properly carried out at the date of termination.

9.6 Clause 9 is without prejudice to any other rights and remedies of LBC and the Client.

9.7 For the purpose of this clause 9 "in writing" and "written" does not include email.

## 10 Limitation

10.1 LBC's liability under or in connection with the Contract (whether arising by breach of contract, arising in tort (including negligence) or arising by breach of statutory duty shall be limited to £1m in total provided this clause shall not exclude or limit the liability of LBC for death or personal injury caused by LBC's negligence.

10.2 The Client's attention is drawn to clause 1.1.8.

10.3 The Client's attention is also drawn to clause 5.4.

## 11 Miscellaneous

11.1 LBC may sub-contract all or any of its obligations under the Contract without the consent of the Client.

11.2 Nothing in the Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

11.3 The Contract shall be governed and construed in accordance with the laws of England.