
CONTRACT FOR THE APPOINTMENT OF A BUILDING CONTROL APPROVER

First Edition 2024

This contract is based on the CIC Contract for the Appointment of an Approved Inspector, Third Edition, 2020.

THIS CONTRACT

[REDACTED]

Between

1. The Client

AND

2. The Building Control Approver

collectively known as ('the Parties').

Whereas

- The Client is the person intending to carry, or carrying, out the work forming part of the Project and wishes to appoint the Building Control Approver as a building control approver under the Building Act 1984 in connection with the Project.
- The Building Control Approver has agreed to provide the Services for the Project on the terms set out in this Contract.



PART 1: CONTRACT DETAILS

A.	The Client	Name	The Department for Environment, Food & Rural Affairs
		Company Number	
		Registered Office	Seacole Building, 2 Marsham St, London SW1P 4DF
B.	Building Control Approver	Name	Salus (Building Control & Fire Safety Consultants) Ltd
		Company Number	04522351
		Registered Office	Primea House, Marina Court, Maple Drive, Hinckley, Leicestershire, LE10 3BF
C.	The Project	National Biosecurity Programme [REDACTED]	
D.	[REDACTED]	[REDACTED]	
E.	The Site is	Animal and Plant Health Agency (APHA), Woodham Ln, Addlestone KT15 3NB. See Appendix B for precise location.	
F.	The anticipated programme for the works	See Appendix C.	
G.	The Building Control Approver's total liability to the Client referred to in clause 16.2 is	[REDACTED]	
H.	If an Agent is appointed their details are as follows	Company Name and Address	
		Contact Name	
		Telephone Number	
		Email Address	
		<p>If an Agent is appointed to act on behalf of the Client, in signing this Contract, the Agent hereby acknowledges that it is the Agent's responsibility to provide a complete copy of this Contract to the Client and inform the Client of their obligations, duties and/or liabilities under and/or in connection with this Contract and by signing this Contract, the Agent binds the Client to the terms and conditions set out in this Contract.</p>	
I.	The Fee	<p>The Fee is exclusive of VAT, which shall be paid in addition to the Fee if applicable.</p> <p>Lump Sum: [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	

		<p>The charge for Additional Work shall be calculated on the basis of the time properly and necessarily spent by the Building Control Approver in performing the Services at the rates shown in Appendix A.</p> <p>The Lump Sum and rates for Additional Work shall be subject to indexation in accordance with Appendix A.</p>
J.	Expenses and Disbursements	All other expenses and disbursements, incurred by the Building Control Approver in performing the Services and any Additional Work, are included in the Fee
K.	Instalment Payments	<p>Payment shall be made in accordance with the Activity Schedule in Appendix A.</p> <p>The total sum of Payments due for the services will be equal to the Fee in Item I of the Contract details.</p>

PART 2: DEFINITIONS AND INTERPRETATION

2.1. Definitions

In this Contract, unless the context otherwise requires, the following expressions shall have the following meanings:

Additional Work	means any additional or varied services as a result of or in consequence of the matters described in clauses 9.1.1-9.1.5 and which are not already covered by the Services set out in Part 4, together with any additional or varied services instructed by the Client and agreed by the Building Control Approver.
Agent	means the person or company as identified as 'Agent' in item H of the Contract Details who may act on the Client's behalf in respect of this Contract.
Building Act	means the Building Act 1984 as amended by the Building Safety Act.
Building Safety Act	means the Building Safety Act 2022, including the Secondary Legislation.
BSR	means the Building Safety Regulator under the Building Safety Act.
Building Regulations	means the building regulations made under the Building Act, including the Building Regulations 2010.
Consumer	means an individual acting for a purpose which is wholly or mainly outside that individual's trade, business, craft or profession.
Defence Costs	means all costs and expenses (other than costs incurred in connection with dishonesty and fraud) which are incurred by the Building Control Approver (with prior written consent of its insurer) or its insurer in connection with the defence, investigation or settlement of any claim made against the Building Control Approver and notified under its insurance policy and in connection with any circumstances which might give rise to a claim.
Domestic Client	means one or more individual(s) who are owners or occupiers of a dwelling.
Fee	means the total amount to be paid to the Building Control Approver for the Services as specified in item I of the Contract Details.
Final Certificate	means a certificate in accordance with Section 51 of the Building Act.
Fire Safety Claims	means any claim, Defence Costs or claimant's costs and expense directly or indirectly arising out of or in any way connected to (i) the combustibility, fire protection performance, fire resistance or fire-retardant characteristics of any external cladding or roofing systems; and/or (ii) any internal fire protection systems and/or (iii) any aspect of the fire safety or fire performance of a building or structure.
Force Majeure	means any event outside of the Building Control Approver's control, including without limitation, war, terrorism, sanctions, prohibitions or restrictions under any laws or regulations (including any trade or economic sanction laws or regulations), acts of God, flood, drought, earthquake or other natural disaster, and any epidemic or pandemic, including any consequences thereof.
HRB Work	means higher risk building work as defined under the Building Act and the Higher-Risk Buildings (Descriptions and Supplementary Provisions) Regulations 2023, as such definition may be amended from time to time.
Initial Notice	means an initial notice to the relevant local authority notifying them of the Project under Section 47 of the Building Act.

Insolvent	means as defined in section 113, Housing Grants, Construction and Regeneration Act 1996.
Professional Conduct Rules	means the Professional Conduct Rules for Registered Building Control Approvers and the Health and Safety Executive's Building Control Professional Codes and Standards.
Professional Team	means any other party appointed by or to be appointed by the Client and/or the Agent on its behalf in addition to the Building Control Approver to provide services and/or works in relation to the Project.
Relevant Event	means: (a) any change in any law, order, rules, regulations, codes of practice and/or decisions of a government body (including any changes required as a result of and/or in relation to the Building Safety Act and/or any consequences thereof), and/or (b) the UK no longer being a member state of the EU (including the continuing consequences of the UK having left the EU), and/or any trade agreement between the UK and any country being entered into, abandoned, or delayed.
Secondary Legislation	means the secondary legislation enacted under the Building Safety Act, including, but not limited to, The Building (Approved Inspectors etc. and Review of Decisions) (England) Regulations 2023, the Higher-Risk Buildings (Descriptions and Supplementary Provisions) Regulations 2023 and the Building (Registered Building Control Approvers etc.) (England) Regulations 2024.
Services	means the services listed in Part 4 of this Contract.
Statutory Functions	means the duties of a Building Control Approver under the Building Act, the Building Safety Act and any regulations made under these Acts and formal guidelines issued by a government department.

PART 3: CONDITIONS

3. General

- 3.1. In this Contract, unless the context otherwise requires:
 - 3.1.1. the word 'include' and any derivations of it shall be construed without limitation;
 - 3.1.2. the singular shall include the plural and vice versa; and
 - 3.1.3. references to any statute or statutory instrument includes any statute or statutory instrument amending, consolidating or replacing it, and references to a statute includes statutory instruments and regulations made pursuant to it.
- 3.2. This Contract shall commence and take effect on the date the Building Control Approver first commenced the Services.
- 3.3. This Contract is governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.
- 3.4. This Contract constitutes the entire agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to or connected with this Contract and/or the Services (whether oral or in writing).

4. Building Control Approver's general obligations

- 4.1. The Building Control Approver shall carry out the Services and any Additional Work using reasonable skill, care and diligence in accordance with this Contract. Notwithstanding any other provision of this Contract: (i) the Building Control Approver shall have no greater obligation under or in connection with this Contract than to exercise reasonable skill, care and diligence and (ii) nothing in this Contract or otherwise shall impose any obligation, warranty or guarantee (whether express or implied) on or from the Building Control Approver that the Services and/or any Additional Work shall be suitable or fit for any specified purpose.
- 4.2. The Building Control Approver shall exercise the standard of skill and care required by clause 4.1 in performing the Services and any Additional Work to have due regard to the Professional Conduct Rules and, where possible, to any programme for the Project (as amended from time to time and provided to the Building Control Approver in writing).
- 4.3. The Building Control Approver shall have no responsibility and/or liability under or in connection with this Contract for the performance and/or the supervision of any member(s) of the Professional Team in relation to the Project and the Building Control Approver shall have no responsibility and/or liability in respect of quality control of the works.
- 4.4. The Building Control Approver shall have no responsibility and/or liability for any failure by the Client or any member(s) of the Professional Team to comply with their obligations under the Building Safety Act. Any delay arising as a result of such failure shall entitle the Building Control Approver to an additional fee and extension of time in accordance with clause 9.3.
- 4.5. Where, prior to the date of this Contract, the Client had previously appointed a party to undertake services the same or substantially similar to the Services in respect of the Project, the Client shall provide (or procure that others in the Professional Team provide) prior to commencement of the Services such information, designs and materials previously prepared or provided by the relevant party to the Building Control Approver as required for the Building Control Approver to perform the Services. The Building Control Approver shall be entitled to rely on any such information, designs, reports or other materials provided to it by or on behalf of the Client (whether or not the same was prepared by or on behalf of the Client).
- 4.6. The Building Control Approver shall not be responsible and/or liable for (i) the use of any information, and/or (ii) any inaccuracy, discrepancy, errors, or omissions contained in any

materials and/or information, provided to the Building Control Approver pursuant to clause 4.5.

- 4.7. The Building Control Approver will have in place the signed and executed Security Aspects Letter and have delivered it to the Client prior to this Contract commencing. The Building Control Approver will comply with all requirements in the Security Aspects Letter. Failure to comply with this clause 4.7 shall constitute a material failure by the Building Control Approver to comply with its obligations.
- 4.8. The Building Control Approver will comply with the requirements of Appendix E (Special Conditions).
- 4.9. The Building Control Approver shall use the Registered Building Inspectors named in its quotation dated 28/10/2028 to carry out the Services or, following acceptance by the Client, use replacement Registered Building Inspectors with qualifications and experience as good as those of the person who is replaced.

5. Client's information and obligations

- 5.1. The Client shall provide, or procure that other duty holders under the Building Safety Act provide, such information, documents, assistance and approvals as the Building Control Approver reasonably requires or requests from time to time in order to facilitate the timely provision of the Services and any Additional Work and to allow the Building Control Approver to comply with its obligations under the Building Safety Act.
- 5.2. The Client shall be responsible for safe access to the Project being provided when the Building Control Approver reasonably requires it and shall procure such access and certification from any consultant, contractor or sub-contractor as is reasonably requested by the Building Control Approver.
- 5.3. The Client shall give the Building Control Approver not less than 7 days' written notice before any works forming part of the Project are commenced and shall keep the Building Control Approver regularly informed of the progress of the Project.
- 5.4. The Client shall give advance written to the Building Control Approver at any stage at which an inspection by the Building Control Approver is required.
- 5.5. The Client shall provide in a timely manner drawings and specifications including Site and block plans at not less than 1:1250 scale, showing all public services on or within 6 metres of the boundaries, and in sufficient detail to facilitate the proper serving of the Initial Notice and other legal documents as may be necessary.
- 5.6. The Client shall ensure that the details completed in sections 1, 2 and 3 of the Initial Notice are correct before signing (and/or arranging for it to be signed) and returning it to the Building Control Approver for submission to the relevant local authority. The Client shall ensure the Initial Notice is returned to the Building Control Approver in sufficient time so that it can be submitted to the relevant local authority not less than 5 working days before works commence on Site.
- 5.7. The Client will notify the Building Control Approver in writing of any Agent appointed to act on its behalf and of any change or dismissal of the Agent. Where the Client appoints an Agent to act on its behalf, the Client confirms that the Agent is authorised to sign the Initial Notice (and or any other Notice) on its behalf wherever signed by the Agent.
- 5.8. The Client shall notify the Building Control Approver immediately if it does not consider itself to be, or ceases to be, the person carrying out the works for the purposes of the Building Regulations and will confirm the identity of the person carrying out the works to the Building Control Approver. The Client will procure the necessary consents and approvals from any other person carrying out the works in a timely manner to enable the Building Control Approver to perform the Services and any Additional Work.

6. Design, permits and approvals

- 6.1. The Client shall be entirely responsible for the design, construction and management of the Project.
- 6.2. The Client shall be entirely responsible for obtaining and implementing all necessary permits, licences, consents and approvals, unless the Parties have otherwise agreed in writing and provided always that the obtaining and implementing of any necessary permits, licences, consents and approvals by the Building Control Approver shall be deemed Additional Work for the purposes of this Contract.

7. Compliance with Building Regulations

- 7.1. The Client and not the Building Control Approver shall be responsible for the Project's compliance with the Building Regulations. The Services do not include and the Building Control Approver is not responsible for i) confirming whether the Building Regulations have been complied with, and/or ii) advising the Client and/or managing the Project to ensure that compliance with the Building Regulations is achieved.
- 7.2. The Building Control Approver shall take such steps as are reasonable to enable it to determine that a Final Certificate can be issued, and if so determined, it shall issue a Final Certificate. Any Final Certificate is based on the information and documents provided to the Building Control Approver by the Client and the Services and Additional Work performed and is not a representation that every aspect of the Project complies with the Building Regulations and/or conclusive proof of the Project's compliance with the Building Regulations.
- 7.3. The Building Control Approver shall not be responsible and/or liable to any party under or in connection with this Contract for any delay in issuing the Final Certificate and shall not be responsible and/or liable for any additional fees that are payable to the relevant local authority and/or any other costs, as a result of the Building Control Approver being unable to issue a Final Certificate at any time.

8. Payment

- 8.1. The Client shall pay the Building Control Approver the Fee for the Services together with any additional fees incurred pursuant to clause 9 and any expenses, disbursements and charges.
- 8.2. The Building Control Approver shall submit invoices to the Client in accordance with the Instalment Payments specified in item K of the Contract Details and where payment is on a time charge basis, invoices shall be submitted monthly unless otherwise specified in item K of the Contract Details.
- 8.3. The Fee together with any additional fee incurred pursuant to clause 9 and any expenses, disbursements and charges shall become due on the date of submission of the Building Control Approver's invoice (the "**Due Date**"). The Building Control Approver's invoice shall specify the sum it considers is due on the payment Due Date and the basis on which that sum is calculated.
- 8.4. The final date for payment of any sum due under this Contract shall be 28 days after the Due Date (the "**Final Date for Payment**").
- 8.5. The sum stated as being due in the Building Control Approver's invoice shall be paid by the Final Date for Payment unless the Client has not later than seven (7) days before the Final Date for Payment given notice that it intends to pay less specifying the sum that the Client considers to be due on the date the notice is served and the basis on which the sum is calculated (the "**Pay Less Notice**"). The sum stated as due in any Pay Less Notice shall be paid on or before the Final Date for Payment.

- 8.6. If the Client has appointed an Agent, the Agent shall remain jointly and severally liable with the Client in respect of all sums due to the Building Control Approver under this Contract.
- 8.7. Save for where the Client is a Domestic Client, any sum due under this Contract which is not paid by the Final Date for Payment shall carry interest at 8% above the Bank of England official dealing rate applicable from the Final Date for Payment until the date on which payment is made.
- 8.8. In the event that any sum is not paid on or before the Final Date for Payment in accordance with this clause 8 the Building Control Approver shall be entitled to:
- 8.8.1. Suspend performance of all or any part of the Services by giving not less than 7 days' notice in writing to the Client stating the ground or grounds on which it intends to suspend performance unless, where applicable, the Client has given a valid Pay Less Notice; and/or
- 8.8.2. Terminate this Contract immediately by notice in the event the Client has not paid any sums due and outstanding to the Building Control Approver in accordance with this clause 8 within 30 days of written notice from the Building Control Approver requiring such sums to be paid.
- 8.9. The Building Control Approver's right to suspend performance of all or any part of the Services shall cease when the Client makes payment in full of any sums owed to the Building Control Approver in accordance with this clause 8.
- 8.10. The Building Control Approver shall be entitled on an annual basis to review and revise, in accordance with the Office of National Statistics Consumer Prices Index, its rates set out in item I of the Contract Details or, if none are stated, the Building Control Approver's standard rates applicable at the relevant time. The Fee and any additional fee shall be calculated in accordance with the rates as revised under this clause and the Building Control Approver shall be paid in accordance with such revised rates and Fee.

9. Changes to the Project and Additional Work

- 9.1. The Building Control Approver shall notify the Client in writing as soon as reasonably possible if it becomes aware that any Additional Work will be required, because of:
- 9.1.1. Changes in the design, size, scope or complexity of the Project;
- 9.1.2. Changes in the timing or programming of the Project including without limitation delay, disruption and/or prolongation to the Project and/or Services;
- 9.1.3. A failure by the Client to comply with its obligations under this Contract;
- 9.1.4. Additional meetings and/or visits and/or other work is required; and/or
- 9.1.5. Any change in law (including without limitation any changes required as a result of and/or in relation to the Building Regulations and/or the Building Act and/or Building Safety Act and/or any consequences thereof).
- 9.2. Where the Client instructs the Building Control Approver to undertake Additional Work, the Client shall pay the Building Control Approver on a time charge basis for undertaking the Additional Work, at the rates set out in item I of the Contract Details and the Building Control Approver shall be entitled to a fair and reasonable adjustment to the programme for performing the Additional Work. The Building Control Approver may include the charge in the next payment instalment after the Additional Work (or part of it) has been performed.
- 9.3. Notwithstanding the foregoing, if due to circumstances outside of the Building Control Approver's control there are changes in the timing or programming of the Services and/or any Additional Work, or if the Building Control Approver is delayed, disrupted or prolonged in all cases for reasons other than the Building Control Approver's default, then the Client shall pay the Building Control Approver on a time charge basis for the additional work

undertaken by the Building Control Approver as a result of the change in the timing or programming of the Services and/or any Additional Work or as a result of any delay, disruption or prolongation, at the rates set out in item I of the Contract Details and the Building Control Approver shall be entitled to a fair and reasonable adjustment to the programme.

- 9.4. The Client may instruct the Building Control Approver to cease delivery of some or all of the Services by notifying them in writing. The Client shall pay the Building Control Approver fair and reasonable costs incurred to cease delivery of the Services. Fair and reasonable costs shall be limited to cost that have already been incurred by the Building Control Approver, unavoidable committed spend, and charges for any closedown activities that are agreed with the Client.

10. Intellectual Property

- 10.1. The intellectual property rights in all documents produced and/or prepared by the Building Control Approver under or in connection with this Contract (the “**Documents**”) shall vest or remain vested in the Building Control Approver. Subject to payment in full by the Client of all sums owed to the Building Control Approver under this Contract, the Building Control Approver grants to the Client an irrevocable, non-exclusive, royalty free licence to copy and use the Documents for any purpose related to the Project.
- 10.2. The Building Control Approver shall not be liable for any use of any of the Documents for any purpose other than that for which they were prepared and provided by the Building Control Approver.

11. Insurance

- 11.1. The Building Control Approver shall, provided it is available at commercially reasonable rates and on commercially reasonable terms, maintain professional indemnity insurance and public liability insurance with such aggregate limit of indemnity as is sufficient to cover its liability under this Contract, subject to any limitations, exceptions and/or exclusions from cover as are commonly included in professional indemnity insurance and public liability insurance policies.

12. Assignment and subcontracting

- 12.1. Neither Party may assign its rights and/or benefits under this Contract without the prior written consent of the other Party. The Building Control Approver may subcontract any part of the Services and/or any Additional Work, with the prior approval of the Client, such approval not to be unreasonably withheld or delayed.

13. Rights of third parties

- 13.1. A person who is not a party to this Contract may not by virtue of the Contracts (Rights of Third Parties) Act 1999 enforce any of its terms.
- 13.2. It is agreed and acknowledged that the Building Control Approver shall not be required to enter into any collateral warranties with any third parties, provide any letters of reliance and/or grant any rights to any third parties under or in connection with this Contract.
- 13.3. The Building Control Approver shall not be required to comply with any agreement between the Client and any third party and the Building Control Approver shall have no obligations and/or liabilities arising out of or in connection with any agreement between the Client and any third party.

14. Termination and discharge

- 14.1. The Client may terminate this Contract forthwith by written notice to the Building Control Approver if:

- 14.1.1. The Building Control Approver is in material breach of its obligations under this Contract and has failed to remedy the breach within 28 days of the Client notifying the Building Control Approver of the same; or
- 14.1.2. The Building Control Approver becomes Insolvent.
- 14.1.3. A notice is provided in accordance with clause 9.4 requiring the Building Control Approver to cease delivery of the Services.
- 14.2. The Building Control Approver may terminate this Contract forthwith by written notice to the Client if:
 - 14.2.1. The Client is in breach of its obligations under this Contract and has failed to remedy the breach within 28 days of the Building Control Approver notifying the Client of the same;
 - 14.2.2. The Building Control Approver is prevented or impeded in performing the Services as a result of (i) Force Majeure and/or (ii) a Relevant Event;
 - 14.2.3. The Client becomes Insolvent;
 - 14.2.4. The Building Control Approver reasonably believes that it will not be in a position to issue a Final Certificate;
 - 14.2.5. The Building Control Approver considers that there is a conflict between its obligations under this Contract and the Statutory Functions;
 - 14.2.6. The Building Control Approver considers that it is necessary to cancel the Initial Notice under Section 52(1) of the Building Act 1984;
 - 14.2.7. The Building Control Approver is unable to maintain professional indemnity insurance and/or public liability insurance as required under this Contract;
 - 14.2.8. The BSR suspends, terminates or places restrictions on the Building Control Approver's registration which prevents the Building Control Approver from carrying out the Services or from undertaking any Additional Work instructed pursuant to clause 9; and/or
 - 14.2.9. The Project constitutes or involves HRB Work.
- 14.3. Following any notice of termination by the Building Control Approver or the Client, the Building Control Approver is entitled to:
 - 14.3.1. Write to the relevant local authority (with a copy to the Client) cancelling the Initial Notice, in which case the Building Control Approver functions will revert to the relevant local authority or to a different Building Control Approver, as may be notified by the Client, and the Building Control Approver will be discharged from all requirements to complete the Services or any Additional Work; and/or
 - 14.3.2. Except in the case of termination under clause 14.1.2 or 14.2.8 or 14.2.9, at the Building Control Approver's discretion, issue a Final Certificate in respect of part of the works forming part of the Project.

15. Consequences of termination

- 15.1. If this Contract has been terminated, the Client shall pay to the Building Control Approver all sums owed under this Contract in respect of Services and/or Additional Work carried out up to the date of termination and not previously paid to the Building Control Approver by the Client at the date of termination along with any costs or expenses incurred by the Building Control Approver as a result of termination where the Contract is terminated in accordance with clauses 8.8 and/or 14.2.

- 15.2. Termination of this Contract shall not affect any rights or remedies of the Client or the Building Control Approver which exist at the date of termination.

16. Limitations of liability

- 16.1. Nothing in this clause 16 shall limit the Building Control Approver's liability for negligence resulting in death or personal injury and/or for fraud or fraudulent misrepresentation.
- 16.2. Notwithstanding anything to the contrary contained in this Contract and without prejudice to any other provision of this Contract whereby the Building Control Approver's liability is excluded or limited to a lesser amount, the Building Control Approver's total aggregate liability (including, without limitation, legal costs and interest) under or in connection with this Contract, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, shall be limited to the amount set out in item G of the Contract Details.
- 16.3. Subject to clause 16.2, the Building Control Approver's liability (including, without limitation, legal costs and interest) under or in connection with this Contract in respect of Fire Safety Claims shall be limited to the amount, if any, recoverable by the Building Control Approver by way of indemnity against the Fire Safety Claim in question under the Building Control Approver's professional indemnity insurance policy in force at the time that the Fire Safety Claim is notified.
- 16.4. The Building Control Approver shall have no liability whatsoever and however so arising out of or in connection with war, civil disorder, terrorism, mould, spores, asbestos, pollution and/or contamination and any fitness for purpose requirement in relation to the Project.
- 16.5. The Building Control Approver shall not be liable for any loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, wasted management time, loss of anticipated savings, loss of, damage to or corruption of data, or for any special, indirect or consequential loss or damage of any kind, in each case howsoever arising, whether foreseeable or in the contemplation of the Parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise.
- 16.6. The Building Control Approver's liability to the Client under or in connection with this Contract shall not exceed such sum as it would be just and equitable for the Building Control Approver to pay having regard to the extent of the Building Control Approver's responsibility for the loss and/or damage and on the assumption that all members of the Professional Team and/or other persons involved in the Project have paid to the Client such sums as it would be just and equitable for them to pay.
- 16.7. Without prejudice to any shorter statutory limitation period, no action, claim or proceedings arising out of or in connection with this Contract (howsoever arising) shall be commenced, and the Building Control Approver shall have no liability for a claim arising out of or in connection with this Contract (howsoever arising) after the expiry of six years from the date of completion of the Services or the termination of this Contract, whichever is earlier.

17. Force Majeure and Relevant Events

- 17.1. If as a result of (i) a Relevant Event, and/or (ii) any Force Majeure, any Additional Work is required to be carried out by the Building Control Approver, the Client shall pay the Building Control Approver on a time charge basis for the Additional Work undertaken by the Building Control Approver as a result of the Relevant Event and/or Force Majeure, at the rates set out in item I of the Contract Details and the Building Control Approver shall be entitled to a fair and reasonable adjustment to the programme to reflect any delay and/or disruption as a result of the Relevant Event and/or any Force Majeure.
- 17.2. If any Relevant Event and/or Force Majeure prevents or significantly impedes the performance by the Building Control Approver of the Services and/or any Additional Work under this Contract, materially impacts the performance of the Services and/or Additional

Work and/or materially increases the cost of performing the Services and/or any Additional Work, the Building Control Approver may forthwith by written notice terminate this Contract.

- 17.3. The Building Control Approver shall not be in breach of this Contract and shall have no liability under or in connection with this Contract as a result of (i) any act, omission, or default, (ii) any failure to perform the Services and/or Additional Work in accordance with this Contract (iii) any prolongation or delay to the Services and/or Additional Work, and/or (iv) any termination of the Building Control Approver's appointment under this Contract, to the extent that any of the preceding is caused or contributed to by any Relevant Event and/or Force Majeure.
- 17.4. The existence of a Relevant Event and/or Force Majeure shall not relieve the Client from any obligation to make payment to the Building Control Approver under this Contract.

18. Consumer Clients

- 18.1. Where the Client is a Consumer, the Client shall have the right to cancel this Contract for any reason by sending the Building Control Approver notice of cancellation in the form set out in Part 5 of this Contract within 14 days of the date this Contract takes effect. If the Client has instructed the Building Control Approver to perform Services and/or Additional Work at any time before the expiry of the 14-day period provided for in this clause, the Client shall pay the Building Control any Fee and/or any expenses incurred up to the date the Building Control Approver received the notice of cancellation of the Contract.

19. Notices

- 19.1. The Client and the Building Control Approver can give notice to each other in writing under this Contract by personal delivery. They can also give notice by post, in which case delivery is effective two working days after posting. Notices must be sent to the address specified in the Contract Details or any other address notified by the Party.

20. Disputes and complaints

- 20.1. If the Client is not satisfied with the Building Control Approver's performance of the Services or any Additional Work, it may ask the Building Control Approver to implement the Building Control Approver's complaints handling procedure. The Building Control Approver shall provide a copy of the procedure on request.
- 20.2. The Client and the Building Control Approver shall consider in good faith whether any dispute or difference between them is suitable for resolution by mediation, and if so shall take the appropriate steps with a view to resolving the dispute or difference by mediation. Subject to clause 16.7, either Party may, at any time, commence court proceedings to resolve any dispute.

PART 4: SCHEDULE OF SERVICES

Exercising the reasonable skill and care set out in clause 4.1, the Building Control Approver shall undertake the services shown in Appendix B to this contract. This may include the following activities:

Instructions	<p>Receive instructions brief and necessary documentation from the Client.</p> <p>Advise on procedure and programme for Building Regulation certification.</p>
Initial Notice	<p>Submit an Initial Notice(s) to relevant local authorities and copy to the Client.</p>
Assessment of plans	<p>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.</p>
Statutory consultations	<p>Consult with the fire authority and forward observations to the Client. Undertake all other statutory consultations forming part of the Statutory Functions and forward 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.</p>
Plans certificate	<p>If requested by the Client, when satisfied that the plans show no observed contraventions of the Building Regulations, issue a plans certificate.</p> <p>Compile a schedule of modifications specified and/or further plans or information required to demonstrate compliance of plans.</p>
Inspection notification	<p>Prepare an inspection and intervention plan (IIP) and if requested provide a copy to the Client.</p>
Framework	<p>Adopt an appropriate site inspection regime taking account of relevant factors, and keep under review.</p> <p>Make inspections of the site to observe compliance with the Building Regulations.</p> <p>Maintain appropriate records of site inspections, identifying the work inspected and any observed non-compliance.</p> <p>Communicate any observed contraventions of Building Regulations.</p> <p>Notify observed significant departures from plans to consultees.</p> <p>Consider the need for tests, throughout construction and at completion, inform the Client of the requirements; witness tests and receive certificates as appropriate.</p> <p>Request copies of such plans as are necessary in relation to the commissioning of services prior to issue of a Final Certificate(s).</p>
Final certificate	<p>Having taken reasonable steps to be satisfied that the whole or part of the works forming part of the Project has been completed for Building Regulations purposes, issue a Final Certificate(s) and send to the Client. If requested by the Client, provide a list of inspections carried out. Retain statutory records for an appropriate period.</p>

Negotiations	Assist with negotiations and applications for approvals under local Acts
Design Team Meetings	Attend design team meetings, as agreed.
Consultation	Undertake further consultations, as agreed.
Site Meetings	Attend site meetings, as agreed.
Further Inspection	Make further inspections of the site over and above those identified in the IIP, as agreed.
Outside Tests	Witness tests outside the site, as agreed.
Plans	Participate in assessing plans by electronic means (such as web collaboration tools or building information modelling).
Specialist Studies	Assist with advice on need for specialist studies and surveys of site.

[Part 5: Template Consumer Notice of Cancellation]

Dear Building Control Approver,

Notice of Cancellation

We [insert name of Client] or [insert name of Agent acting on behalf of the Client], hereby gives notice that the Contract between the [Client] and the Building Control Approver on [enter date of the contract] is cancelled.

Yours sincerely,

[Client's Name] or [Agent's name for and on behalf of the Client]

[Signature]

[Date]]¹

¹ Part 5 to be included if the Client is a Consumer.



Appendix B

Consultant Quotation Request

PR29: Animal Science building

**Registered Building Control Approver Role on Behalf of DEFRA
Re: Contractor's Design Proposals.**

Authors

Author:	Date:	Checked by:	Date

Document Revision History

Revision	Date	Details	Author Sign / Date	Checked Sign / Date
0		First Draft for Review		
1		Updated to issue		
2				

Abbreviations

ACDP	Advisory Committee on Dangerous Pathogens
AHU	Air Handling Unit
ASU	Animal Sciences Unit
APHA	Animal and Plant Health Agency
CL	Containment Level
CQR	Clients Quotation Request
DEFRA	Department for Environment, Food and Rural Affairs
GMO	Genetically Modified Organism
NBC	National Biosecurity Centre
PM	Project Manager
RIBA	Royal Institute of British Architects
SPF	Specific Pathogen Free
TAP	Technical Assurance Panel

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1. Introduction and Broad Project Requirements

The purpose of this Consultant Quotation Request (CQR) is for a 'Registered Building Control Approver' (RBCA) role on behalf of Defra.

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4. Timeline

The timeframe to complete will follow the timelines set out in Section 2.

5. Communications & Information Flows

The RBCA is to address all project communications via the Project Manager (PM).

Information flow: Contractor’s Design Information will be issued to the consultants for commentary using Aconex, the RBCA should respond to these reviews on Aconex. See Appendix D for the Aconex Project Procedures.

Working arrangements: The RBCA is to return comments to the PM via Aconex, within 7 working days of the information being issued. Where it is considered that a longer review duration may be required (e.g. large submissions requiring coordinated input from multiple disciplines), The RBCA should notify the PM within two working days. The Contractor shall produce a final Design Deliverables Schedule, which will aid the Consultant to resource the design review accordingly.

6. Separate Consultant Appointments

PR-29 currently has the following appointments:

- Delivery Partner – Mace
- Cost Consultant – Turner and Townsend

- Planning Consultants – Montagu Evans
- Principal Designer – WSP
- Contractor – Laing O’Rourke

7. [General Notes & Requirements with regards to delivery of this CQR:](#)

The RBCA is to nominate a key contact for all communications.

All completed parts of this CQR scope are required to be evidenced with relevant specific deliverables.

Drawing/Document Comments: Aconex platform to be used to facilitate review and commentary.

Where formats of deliverables are unclear, liaise with the PM to confirm requirements.

The price offered for this CQR shall include all design management / associated admin / back-office tasks / disbursements, Aconex license and training and travel to and from Defra offices as the meeting schedule dictates.

The RBCA shall provide their detailed priced and resourced schedule, aligned with the project programme and design stages for ease of monitoring and completeness of deliverables against the costs submitted.

Valuations of hours expended shall correlate with the values agreed in the Approved CQR tab of the spreadsheet and are to be provided monthly using the valuations tabs.

Completed valuations tabs are to be pdf printed and referenced as backup on the standard RBCA valuation sheet (that is subsequently issued as an invoice once receipted).

Once completed, the valuations tab and the standard RBCA valuation sheet are to be first sent to the PM and Cost Consultant for recommendation to the client. Once notified by Defra as receipted, formal invoices shall be submitted to Defra Commercial.

The contract will be a lump sum pricing. The agreed price for the contract shall not be exceeded, and the RBCA and PM should work together to manage the forward look cashflow.

The Weybridge site is recognised as a sensitive site and is therefore subject to strict security controls and processes. Contractors are provided with awareness of the activities that take

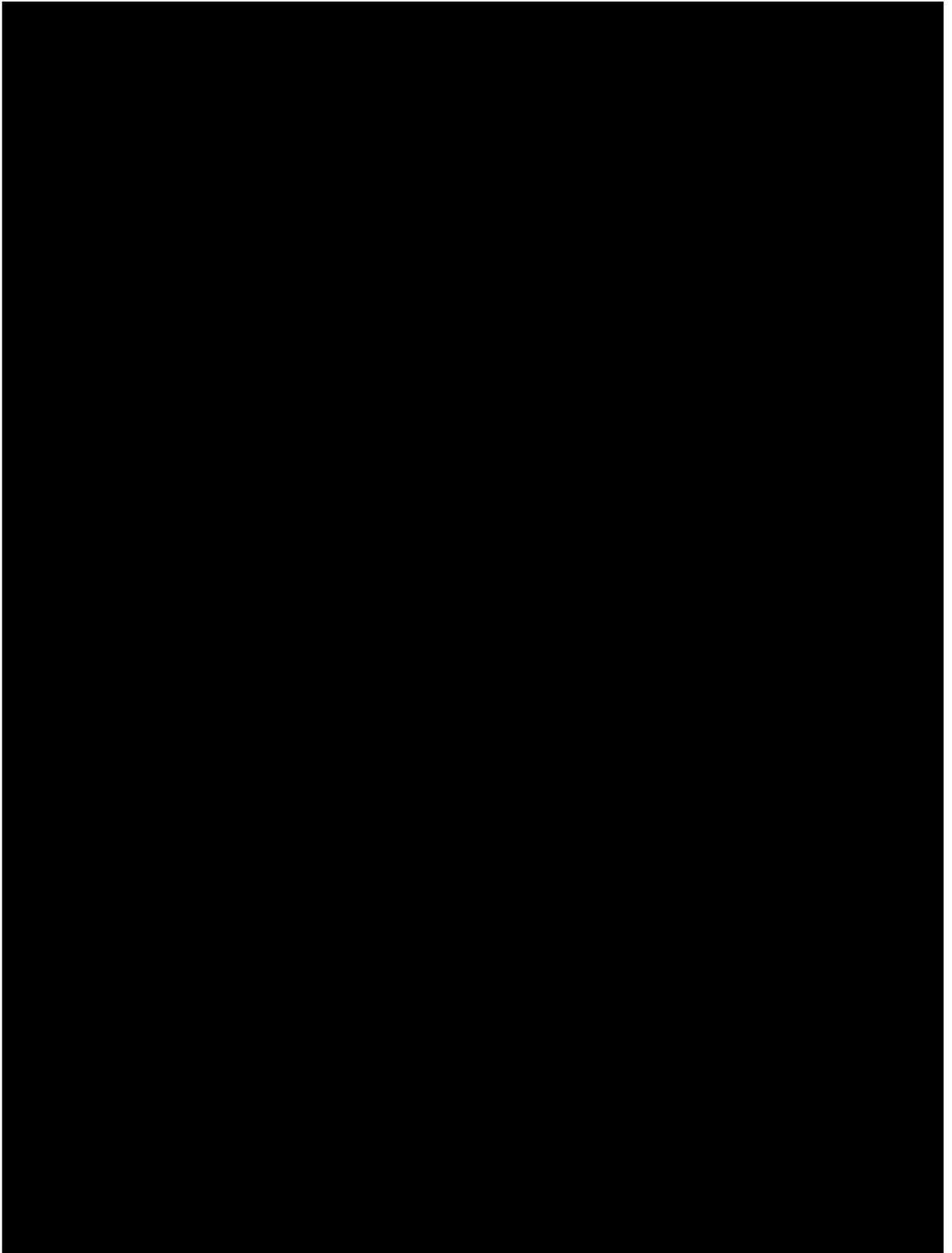
place during business-as-usual hours by way of an online induction presentation. All visitors to site who have not undergone or completed security vetting are required to be escorted by security-cleared contractors. The Approved Inspector shall as a minimum be BPSS cleared and should comply with all DEFRA site security Regulations as noted in the site Security Handbook Ref Appendix B.

8. [Response to this CQR](#)

The RBCA shall respond to this CQR with the completed pricing schedule and invoice and cashflow table attached with this document.

9. [Associated Documents](#)

Document	Reference
A	PR29 RBCA CQR Activity Pricing Schedule.xlsx
B	NBC Security Aspects Letter V4.0
C	NBC PR29 L3 Forecast May 25
D	Aconex Project Procedures - PR1000-MAC-XXXX-XX-PC-IM-000001[P04]
E	



APPENDIX E - SPECIAL CONDITIONS

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A1 Interpretation

A1.1 For the purposes of these Special Conditions, any terms defined in the Framework Agreement shall have the same meaning unless otherwise expressly provided herein.

A1.2 In these Special Conditions, the following definitions shall apply:

“Change of Control” is an event where a single person (or group of persons acting in concert) acquires:

- (a) Control of the Building Control Approver; or
- (b) a direct or indirect interest in the relevant share capital of the Building Control Approver and as a result holds or controls the largest direct or indirect interest in (and in any event more than 25% of) the relevant share capital of the Building Control Approver.

“Confidential Information” means all confidential or proprietary information relating to the Services made available to the Building Control Approver or its representatives and/or the existence and terms of the Framework Agreement and/or Call-off Contract and any other agreement entered into between the Client and the Building Control Approver or any of its Group Companies, or their representatives, before, on or after the date of the Framework Agreement, any Call-off Contract and/or any other agreement to be entered into in relation to the Services. This includes:

- (a) any discussions and negotiations taking place concerning the Services, the Framework, any Call-off Contract and/or any other agreement entered into between the Client and the Building Control Approver or any of its Group Companies, or their representatives in relation to the Framework Agreement, any Call-off Contract and/or any other agreement to be entered into in relation to the Services and any other agreement entered into between the Client and the Building Control Approver (or any of its Group Companies) in relation to the Services, and the status of those discussions and negotiations;
- (b) the existence and terms of the Framework Agreement any Call-off Contract and/or any other agreement to be entered into in relation to the Services and any other agreement entered into between the Client and the Building Control Approver (or any of its Group Companies) in relation to the Services,
- (c) all confidential or proprietary information relating to:
 - (i) issues in connection with the Framework Agreement, any Call-off Contract and/or any other agreement to be entered into in relation to the Services;
 - (ii) the plans or intentions of the Client and/or its representatives; and
 - (iii) the operations, processes, technical information or designs of the Client;
- (d) any information, findings, data or analysis derived from Confidential Information;

- (e) any other information that is identified as being of a confidential or proprietary nature; and
- (f) any information in connection with the Services, the Framework Agreement, any Call-off Contract and/or any other agreement to be entered into in relation to the Services.

“**Control**” has the meaning set out in section 1124 of the Corporation Tax Act 2010.

“**Crown**” means the Government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, Government ministers, Government departments, Government offices and Government agencies and “**Crown Body**” is an emanation of the foregoing.

“**Cyber Essentials**” is the Government-backed, industry-supported scheme managed by the NCSC to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.

“**Documents**” are any and all activity schedules, algorithms, bills of quantities, brochures, budgets, CAD materials, calculations, data, design details, designs, diagrams, drawings, graphs, minutes, models, notes of meetings, photographs, plans, programmes, reports, schedules, sketches, specifications, surveys, source code and build information for proprietary components and other similar materials whether in hard copy, on computer disk, stored electronically on a computer or in a virtual “cloud”, in any other computer-generated format or on any magnetic or optical storage medium prepared by or on behalf of the Building Control Approver or any Subcontractor (whether in existence or to be created) in connection with the Services and all such other documentation as would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Client to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Services.

“**EIRs**” the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.

“**FOIA**” is the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

“**Information**” has the meaning given under section 84 of the Freedom of Information Act 2000.

“**Personnel**” shall include any director, person or employee who is duly authorised by the Building Control Approver or any member of the Supply Chain to act for the purposes of the provision and identified in the Framework Agreement and/or any Call-off Contract or in any subsequent notice to act for the purposes of the provision.

“**Request for Information**” is a request for information or an apparent request under the FOIA and “**Requests for Information**” shall be construed accordingly.

“**Site**” is any site identified by the Client.

“Subcontract” is any subcontract entered into or to be entered into by the Building Control Approver or any purchase order placed or to be placed by the Building Control Approver in connection with the contract where the aggregate price and/or any other consideration (in each case excluding VAT and before the application of any deduction, set-off or other remedy) payable by the Building Control Approver under that subcontract or purchase order is or is reasonably estimated to be greater than the sum of £25,000 (twenty five thousand pounds sterling) or such other Subcontract package that the Client consider to be material and ‘Subcontractor’ shall be construed accordingly.

“Supply Chain” is:

- (a) any third party with whom:
 - (i) the Building Control Approver enters into a contract or agreement for Services to be carried out at the Site; or
 - (ii) a third party under (i) above enters into a contract or agreement for Services to be carried out at the Site; and
- (b) all directors, officers, employees, agents, consultants and contractors of any party referred to in this definition engaged in the performance of the Building Control Approver’s obligations under the Framework Agreement and/or any Call-off Contract

“Transparency Information” is the content of the Framework Agreement and/or any Call-off Contract in its entirety, including from time to time agreed changes to the Framework Agreement and/or any Call-off Contract, and details of any payments made by the Client to the Building Control Approver under any Call-off Contract.

A2 Freedom of Information

A2.1 The Building Control Approver acknowledges that unless the Client has notified the Building Control Approver that the Client is exempt from the provisions of the FOIA, the Client is subject to the requirements of the FOIA and the EIRs. The Building Control Approver co-operates with and assists the Client so as to enable the Client to comply with its information disclosure obligations.

A2.2 The Building Control Approver:

A2.2.1 transfers to the Client all Requests for Information that it receives as soon as practicable and in any event within two (2) Business Days of receiving a Request for Information;

A2.2.2 provides the Client with a copy of all Information relevant to the Request for Information in its possession, or power in the form that the Client requires within five (5) Business Days (or such other period as the Client may specify) of the Client’s request;

A2.2.3 provides all necessary assistance as reasonably requested by the Client to enable the Client to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIRs; and

A2.2.4 procures that its Subcontractors do likewise.

- A2.3 The Client is responsible for determining in its absolute discretion whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIRs.
- A2.4 The Building Control Approver does not respond directly to a Request for Information unless authorised to do so by the Client.
- A2.5 The Building Control Approver ensures that all Information is retained for disclosure throughout the period for retention and permits the Client to inspect such records as and when reasonably requested from time to time.

A3 Confidentiality provisions

A3.1 Subject to clause A3.4:

A3.1.1 the Building Control Approver shall, and shall procure that each Subcontractor shall, keep confidential and shall not use for any purpose, other than for the purposes of providing the Services, all information relating to the Client, relevant third parties, the Services, the Framework Agreement and/or any Call-off Contract and any customer information which is required to be protected under the Data Protection Legislation; and

A3.1.2 the Client shall keep confidential all matters relating to the terms of the Framework Agreement and/or any Call-off Contract and the performance by the Building Control Approver of its obligations under the Framework Agreement and/or any Call-off Contract.

A3.2 The Building Control Approver shall not:

A3.2.1 publish or contribute to any article or utilise for any public presentation, seminars, lectures or other form of dissemination any information or knowledge resulting from its involvement in the Framework Agreement and/or any Call-off Contract;

A3.2.2 make any statement on behalf of the Client outside the Building Control Approver's responsibility for providing the Services; or

A3.2.3 take any photograph or video of the Services or publish the same,

without the prior written consent of the Client.

A3.3 The Building Control Approver shall inform the Client immediately if it comes to the notice of the Building Control Approver that any Confidential Information has been improperly disclosed or misused.

A3.4 The Building Control Approver shall, at its own cost, take such steps necessary (including legal proceedings) to prevent the improper disclosure, dissemination or misuse of any Confidential Information. The Building Control Approver shall promptly notify the Client of the Building Control Approver's proposed steps (including legal proceedings) for the approval of the Client. The Building Control Approver shall, at its own cost, take such additional steps (including legal proceedings) to prevent the improper disclosure, dissemination or misuse of any Confidential Information as the Client may reasonably require.

A4 Cyber Essentials Scheme

- A4.1 The Building Control Approver shall, and shall procure that any Subcontractor (as applicable) shall, obtain and maintain certification to Cyber Essentials (the “**Cyber Essentials Certificate**”) in relation to the Services during the Framework Term. The Cyber Essentials Certificate shall be provided by the Building Control Approver to the Client annually on the dates as agreed by the Parties.
- A4.2 The Building Control Approver shall notify the Client of any failure to obtain, or the revocation of, a Cyber Essentials Certificate within two (2) Business Days of confirmation of such failure or revocation. The Building Control Approver shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Certificate during the Framework Term after the first date on which the Building Control Approver was required to provide a Cyber Essentials Certificate in accordance with clause A6.1 (regardless of whether such failure is capable of remedy) shall constitute a breach of the Framework Agreement and/or any Call-off Contract.

A5 Transparency

- A5.1 Notwithstanding any other term of the Framework Agreement, any Call-off Contract or these Special Conditions where applicable, the Building Control Approver understands that the Client may publish the Transparency Information to the general public. The Building Control Approver shall assist and co-operate with the Client to enable the Client to publish the Transparency Information.
- A5.2 Before publishing the Transparency Information to the general public in accordance with clause A5.1 above the Client shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA or the EIRs, including the Building Control Approver’s confidential information.
- A5.3 The Client may consult with the Building Control Approver before redacting any information from the Transparency Information in accordance with clause A5.2 above. The Building Control Approver acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Client shall exercise its own discretion, subject always to the provisions of the FOIA or the EIR.
- A5.4 For the avoidance of doubt, nothing in this clause A5 shall affect the Building Control Approver’s rights at law.

A6 Change of Control

- A6.1 A Change of Control does not happen without the prior agreement of the Client, and if a Change of Control occurs without the Client’s prior consent, then the Client may treat the Change of Control as a breach by the Building Control Approver of the Framework Agreement and/or any Call-off Contract.
- A6.2 The Building Control Approver notifies the Client immediately if a Change of Control has occurred or is expected to occur.
- A6.3 If the Change of Control will not allow the Building Control Approver to perform its obligations under the Framework Agreement or Call-off Contract, the Client may treat

the Change of Control as a breach by the Building Control Approver of the Framework Agreement and/or any Call-off Contract.

A6.4 The Building Control Approver notifies the Client immediately of any material change in the:

A6.4.1 direct or indirect legal or beneficial ownership of any shareholding in the Building Control Approver. A change is material if it relates directly or indirectly to a change of 3% or more of the issued share capital of the Building Control Approver; or

A6.4.2 composition of the Building Control Approver. Without limitation a change is material if it directly or indirectly affects the performance of the Framework Agreement or Call-off Contract by the Building Control Approver.

A6.5 The Building Control Approver notifies the Client immediately of any change or proposed change in the name or status of the Building Control Approver.

A6.6 If the Building Control Approver does not provide a notification required by clause A6.4 or A6.5, the Client may treat that as breach by the Building Control Approver of the Framework Agreement and/or any Call-off Contract.

A6.7 In this clause A6, a Change of Control in relation to:

A6.7.1 material change in the ownership of shares in; or

A6.7.2 change in the name or status of,

A6.7.3 is treated as a change relating to the Building Control Approver.