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# CONTRACT FOR THE APPOINTMENT OF A BUILDING CONTROL APPROVER

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First Edition 2024

# CONTRACT FOR THE APPOINTMENT OF A BUILDING CONTROL APPROVER

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

## THIS CONTRACT

is made the 02 day of October 2025

### Between

1.     **The Client**

**AND**

2.     **The Building Control Approver**

collectively known as (**'the Parties'**).

### Whereas

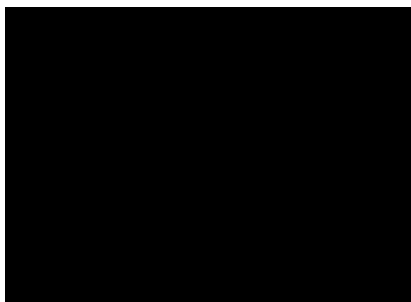
- The Client is the person intending to carry, or carrying, out the work forming part of the Project and wishes to appoint the Building Control Approver as a building control approver under the Building Act 1984 in connection with the Project.
- The Building Control Approver has agreed to provide the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

### Signed for and on behalf of the Client

Name: Stephen Lawlor

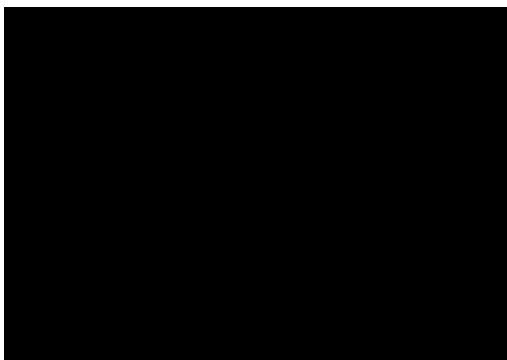
Role: Commercial Lead, Defra group Commercial

Client Signature:



### Signed for and on behalf of the Building Control Approver

Legal Approval Signature:



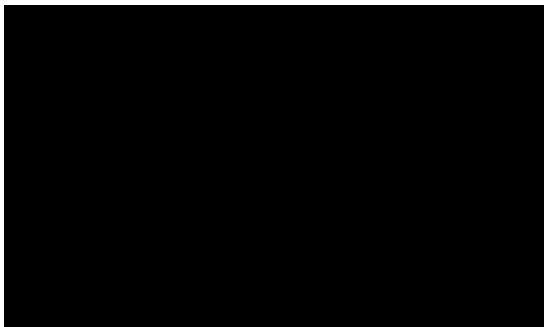
First Edition – 2024 Model Contract for Building Control Approver

# CONTRACT FOR THE APPOINTMENT OF A BUILDING CONTROL APPROVER

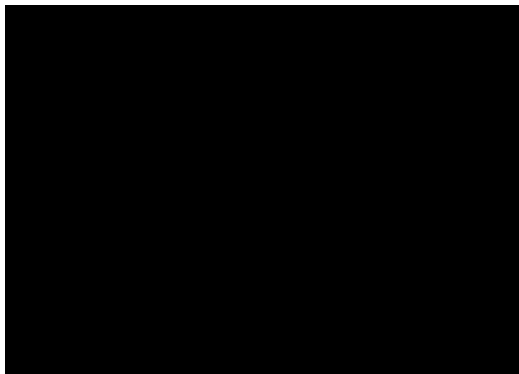
Commercial Review Signature:



Authorised Attorney 1:



Authorised Attorney 2:



# CONTRACT FOR THE APPOINTMENT OF A BUILDING CONTROL APPROVER

## PART 1: CONTRACT DETAILS

<b>A.</b>	The Client	Name	The Department for Environment, Food & Rural Affairs
		Company Number	
		Registered Office	Seacole Building, 2 Marsham St, London SW1P 4DF
<b>B.</b>	Building Control Approver	Name	Bureau Veritas UK Limited
		Company Number	1758622
		Registered Office	Suite 206 Fort Dunlop, Fort Parkway, Birmingham, B24 9FD
<b>C.</b>	The Project	NBC Programme: PR33 - ASU Welfare Replacement & B200 move to Coombelands	
<b>D.</b>	The Project Value is	PR33 construction value [REDACTED]	
<b>E.</b>	The Site is	Animal and Plant Health Agency (APHA), Woodham Ln, Addlestone KT15 3NB. See Appendix B for precise location.	
<b>F.</b>	The anticipated programme for the works	See Appendix C.	
<b>G.</b>	The Building Control Approver's total liability to the Client referred to in clause 16.2 is	£ [REDACTED]	
<b>H.</b>	If an Agent is appointed their details are as follows	Company Name and Address	
		Contact Name	
		Telephone Number	
		Email Address	
		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.	
<b>I.</b>	The Fee	<p>The Fee is exclusive of VAT, which shall be paid in addition to the Fee if applicable.</p> <p>The Fee is:</p> <p><b>Lump Sum:</b> The Fee shall be a lump sum of £ [REDACTED] This comprises:</p> <ul style="list-style-type: none"><li>i. £ [REDACTED] for RIBA 3 &amp; RIBA 4</li><li>ii. £ [REDACTED] for RIBA 5 &amp; RIBA 6</li></ul>	

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		<p><b>Time charges:</b> 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>████████████████████</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p>
J.	Expenses and Disbursements	<p>All other expenses and disbursements, incurred by the Building Control Approver in performing the Services and any Additional Work, are included in the Fee</p>
K.	Instalment Payments	<p>Payment shall be made in accordance with the Activity Schedule in Appendix A.</p> <p>The total sum of Payments will be equal to the Lump Sum for the services specified.</p>

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## PART 2: DEFINITIONS AND INTERPRETATION

### 2.1. Definitions

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

<b>Additional Work</b>	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.
<b>Agent</b>	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.
<b>Building Act</b>	means the Building Act 1984 as amended by the Building Safety Act.
<b>Building Safety Act</b>	means the Building Safety Act 2022, including the Secondary Legislation.
<b>BSR</b>	means the Building Safety Regulator under the Building Safety Act.
<b>Building Regulations</b>	means the building regulations made under the Building Act, including the Building Regulations 2010.
<b>Consumer</b>	means an individual acting for a purpose which is wholly or mainly outside that individual's trade, business, craft or profession.
<b>Defence Costs</b>	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.
<b>Domestic Client</b>	means one or more individual(s) who are owners or occupiers of a dwelling.
<b>Fee</b>	means the total amount to be paid to the Building Control Approver for the Services as specified in item I of the Contract Details.
<b>Final Certificate</b>	means a certificate in accordance with Section 51 of the Building Act.
<b>Fire Safety Claims</b>	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.
<b>Force Majeure</b>	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.
<b>HRB Work</b>	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.

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<b>Initial Notice</b>	means an initial notice to the relevant local authority notifying them of the Project under Section 47 of the Building Act.
<b>Insolvent</b>	means as defined in section 113, Housing Grants, Construction and Regeneration Act 1996.
<b>Professional Conduct Rules</b>	means the Professional Conduct Rules for Registered Building Control Approvers and the Health and Safety Executive's Building Control Professional Codes and Standards.
<b>Professional Team</b>	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.
<b>Relevant Event</b>	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.
<b>Secondary Legislation</b>	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.
<b>Services</b>	means the services listed in Part 4 of this Contract.
<b>Statutory Functions</b>	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.

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## 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).



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- 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.

## **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.

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- 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

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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.

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- 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.

## 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;

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- 14.1.2. The Building Control Approver becomes Insolvent; or,
- 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.

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## 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.

# CONTRACT FOR THE APPOINTMENT OF A BUILDING CONTROL APPROVER

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.

# CONTRACT FOR THE APPOINTMENT OF A BUILDING CONTROL APPROVER

## 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:

<b>Instructions</b>	<p>Receive instructions brief and necessary documentation from the Client.</p> <p>Advise on procedure and programme for Building Regulation certification.</p>
<b>Initial Notice</b>	<p>Submit an Initial Notice(s) to relevant local authorities and copy to the Client.</p>
<b>Assessment of plans</b>	<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>
<b>Statutory consultations</b>	<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>
<b>Plans certificate</b>	<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>
<b>Inspection notification</b>	<p>Prepare an inspection and intervention plan (IIP) and if requested provide a copy to the Client.</p>
<b>Framework</b>	<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>
<b>Final certificate</b>	<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</p>



# CONTRACT FOR THE APPOINTMENT OF A BUILDING CONTROL APPROVER

to the Client. If requested by the Client, provide a list of inspections carried out. Retain statutory records for an appropriate period.

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

# CONTRACT FOR THE APPOINTMENT OF A BUILDING CONTROL APPROVER

## [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]]<sup>1</sup>

---

<sup>1</sup> Part 5 to be included if the Client is a Consumer.

## **GUIDANCE**

1. These notes are for general guidance only and are not intended to affect the interpretation of the Contract. Legal/professional advice should be sought to cover any particular situation.
2. This Contract should be used for all Projects where the Client is a non-Domestic Client (irrespective of Project Value) and/or where the Client is a Domestic Client but the anticipated and/or actual Project Value is greater than £500,000. Where the anticipated and/or actual Project Value is £500,000 or lower and the Client is a Domestic Client, the ABCA Short Form Contract for the Appointment of a Building Control Approver should be used.
3. It should be noted that this Contract is an interim draft which has been prepared to comply with the Building Safety Act as in force at the time of writing. It is acknowledged that the Building Safety Act may be subject to further amendment and that this Contract may need to be revised if substantive changes are made to the role of the Building Control Approver under the Building Safety Act or if further guidance is issued by the BSR.
4. On page 1, the Client and the Building Control Approver should sign the Contract and print their names. The date of the latest signature should be inserted at the top of page 1. It is usual for each party to keep a copy of the Contract signed by the other party. (Note that when a contract has been concluded, the parties and their advisers are permitted to photocopy the signed contract for their use. Otherwise, it is a breach of copyright to photocopy the contract or reproduce or transmit it in any way without the publishers' permission.)

### **Completing the Contract Details**

5. Items A and B the Client and the Building Control Approver: Insert the name, company number and registered office of the Client and Building Control Approver.
6. Item C – the Project: Insert a description of the project and any Client requirements.
7. Item E – the Site: Insert details on the site, including the address of the site where the Project is to be carried out.
8. Item F – the programme: Insert details on the anticipated programme of the works up to practical completion of the Project.
9. Item H – Agents: If the Client is appointing an agent, details of the agent including their name and contact information should be included. The Agent shall become responsible for managing the Client in relation to this Contract, including ensuring the Client is aware of its duties, liabilities and obligations under this Contract. It is important the Client is clear that they wish an Agent to be appointed, as if the Agent signs

the Contract on the behalf of the Client, the Client will be bound by the terms and conditions of this Contract.

10. Item I – the Fee: Select the basis of payment, either lump sum or time charges. Where the Fee is a lump sum, the fixed amount should be specified. Where the Fee is on a time charge basis, the applicable hourly rates should be included. Time charge rates must be included in all cases, since if any Additional Works is undertaken, it is charged on a time basis (see clause 9).
11. Item J – Expenses and Disbursements: There are three optional statements in respect of Expenses and Disbursements for the Parties to agree: (1) expenses and disbursements may be included in the Fee, or (2) the Building Control Approver may be entitled to charge for them, or (3) the Client may agree to the Building Control Approver charging for specific expenses and disbursements which are to be listed in the Contract Details. The options that do not apply should be deleted. If Option 3 is selected, insert the expenses and disbursements the Building Control Approver is entitled to charge.
12. Item K – Instalment Payments: Payment may be made in stage or monthly instalments where the Fee is a lump sum. Users should insert the stages/months where invoices should be submitted along with the amount that is payable. Where payment is on a time charge basis, users should set out the Services which will be charged on a time basis and unless otherwise specified time charge payment shall be invoiced monthly. Please note item K is designed to be flexible to allow payment to be on both a lump sum and time charge basis.

### **Notes on the Terms and Conditions**

13. The Contract is governed by English Law and any disputes arising out of or in connection with the Contract shall be resolved exclusively by the courts of England and Wales.
14. There is uncertainty over who is 'the person carrying out the works' for the purposes of the Building Regulations and so there is an assumption in clause 5.8 that this is the Client. If the Client does not consider that this is correct then they shall notify the Building Control Approver.
15. In Clause 6, if the Parties agree in writing that the Building Control Approver shall be responsible for the obtaining and implementing all necessary permits, licences, consents and approvals, then such services will be outside the statutory functions of the Building Control Approver. Note that typical Building Control Approver professional indemnity insurance only covers liability arising from the statutory obligations of a Building Control Approver. Therefore, if any non-statutory services are provided (including pursuant to clause 6), the Building Control Approver will need to maintain separate professional indemnity insurance to cover any liability arising under or in connection with any non-statutory services.

# CONTRACT FOR THE APPOINTMENT OF A BUILDING CONTROL APPROVER

16. In Clause 8.7, there is an entitlement for the Building Control Approver to charge interest at 8% above the Bank of England dealing rate on any sum which is not paid by the Client to the Building Control Approver by the Final Date for Payment. This entitlement does not apply where the Client is one or more individual(s) who are owners or occupiers of a dwelling (i.e., 'domestic' clients). This is because in some instances the law relating to Building Control Bodies is different depending upon whether the Client is a domestic client or not.
17. In Clause 16.2, the Building Control Approver's total aggregate limit on liability is limited to the greater of (i) ten times the fee or (ii) £250,000. This will need to be reviewed on a case-by-case basis to ensure that the cap on liability will not be deemed unreasonable and unenforceable (for example, where the project value is significantly higher and where it is a domestic client). The limit on liability must be no higher than the level of insurance maintained by the Building Control Approver, otherwise the Building Control Approver will be exposed to uninsured liability.
18. Following recent issues regarding fire safety, the insurance market has hardened and there is less cover available for fire safety claims. Therefore, the Contract (in clause 16.3) includes an evaporation clause whereby the Building Control Approver's liability for fire safety and/or cladding claims, has been limited to the lesser of the financial cap on liability stated in item G of the Contract Details or the amount (if any) recoverable by way of indemnity under the Building Control Approver's professional indemnity insurance.
19. As with fire safety, there is very limited insurance cover available in the market for asbestos, and in respect of pollution and contamination it is common for typical professional indemnity insurance to exclude liability for these all together. In clause 16.4, liability in respect of asbestos, pollution and contamination have been excluded in their entirety.
20. In Clause 16.5, there is an exclusion of liability in respect of indirect and consequential losses, which

provides that the Building Control Approver shall not be liable for losses which are far removed from its services.

21. In Clause 16.6, the Contract also includes what is called a 'net contribution' clause, which provides that if both the Building Control Approver and another party are liable to the Client in respect of the same loss or damage, the Building Control Approver will only have to pay a fair and reasonable proportion of the Client's losses, having regard to the extent of the Building Control Approver's responsibility for the loss or damage. This is needed because a number of different parties will be working on the Project and it is unreasonable for the Building Control Approver to be liable for all the loss suffered by the Client if another party was partially responsible for the same loss.
22. In Clause 18.1, where the Client is an individual acting for a purpose which is wholly or mainly outside that individual's trade, business, craft or profession (the "Consumer"), the Consumer Contracts Regulations gives them a right to cancel the Contract for any reason by issuing a notice of cancellation within 14 days of the commencement of the Contract. The Consumer will issue their cancellation notice using the template form provided in Part 5. The form in Part 5 is simple to use and only requires the user to insert details of the client (or where an Agent is appointed, the agent's details) and the date of the Contract. It is important that where the Client is a Consumer, the Registered Building Control Approver talks through any key points of the contract and arranges for the document to be signed by both parties before it commences work.

## The Services (Part 4)

23. The Services to be provided should be clearly set out in Part 4 and should reflect what the Parties have agreed. If the Building Control Approver is to undertake any Additional Work, this should also be clearly set out in Part 4. Any services requested after the Contract has been entered into will be charged on a time basis (see clause 9).

**NBC Programme**  
**PR33 Building Inspector Pricing Schedule**

<b>RIBA 3 &amp; 4</b>	<b>Hrs</b>	<b>Rate</b>	<b>Total</b>
<b>AS CQR scope</b>			
Director		£	
Associate Director		£	
Principal Surveyor	53.32	£	
Senior Surveyor		£	
BC Engineer		£	
BC Fire Engineer		£	
	<b>Sub Total to Summary</b>		

<b>RIBA 5 &amp; 6</b>	<b>Hrs</b>	<b>Rate</b>	<b>Total</b>
<b>AS CQR scope</b>			
Director		£	
Associate Director		£	
Principal Surveyor	79.98	£	
Senior Surveyor		£	
BC Engineer		£	
BC Fire Engineer		£	
	<b>Sub Total to Summary</b>		

<b>Additional Items (not included above)</b>	<b>Hrs/Nr</b>	<b>Rate</b>	<b>Total</b>
RIBA Stages 3 - 6			
General Support			
Title			
Title			
Title			
Additional Items / Disbursements			
	<b>Sub Total to Summary</b>		

<b>Summary</b>	<b>Total</b>
RIBA Stages 3 - 6	
General Support	
Additional Items	

**Notes:**

1. The Consultant shall review the pricing schedule and amend or add any activities as required.
2. Rates & anticipated hours shall be assigned against each activity.
3. The sum of the activity schedule shall form the total price of the works.
4. All rates shall exclude VAT

NBC Programme  
PR33 Building Inspector Activity Schedule

Item	Total		May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26		Total
RIBA 4																				£	-
RIBA 5 & 6																				£	-
Additional Items																				£	-
																				£	-
	Totals	£	-	£	-																

**Note:**  
1. It is anticipated that the monthly amounts would vary to reflect the demonstrated costs and NOT be an equal sum each month. In all cases, the sum of all months will equal the agreed Lump Sum shown in the Total column, unless varied under the terms of the contract.



Department  
for Environment  
Food & Rural Affairs



Animal &  
Plant Health  
Agency

# Consultant Quotation Request

## PR33: ASU Welfare Replacement & B200 move to Coombelands

**Building Inspector 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				
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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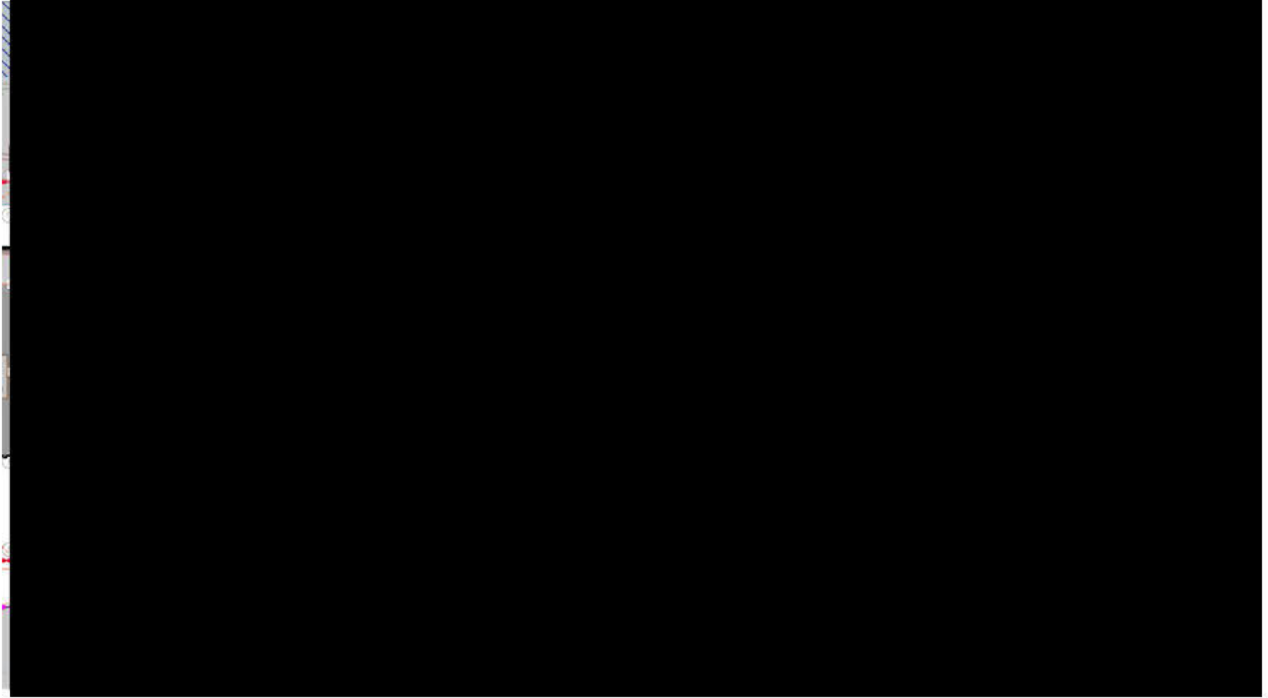
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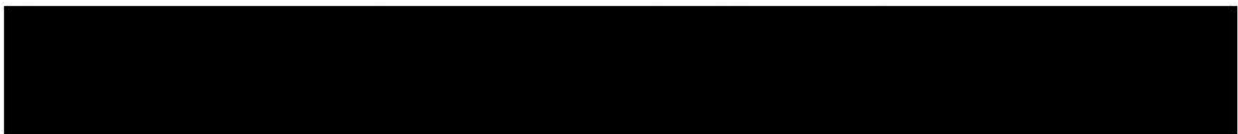
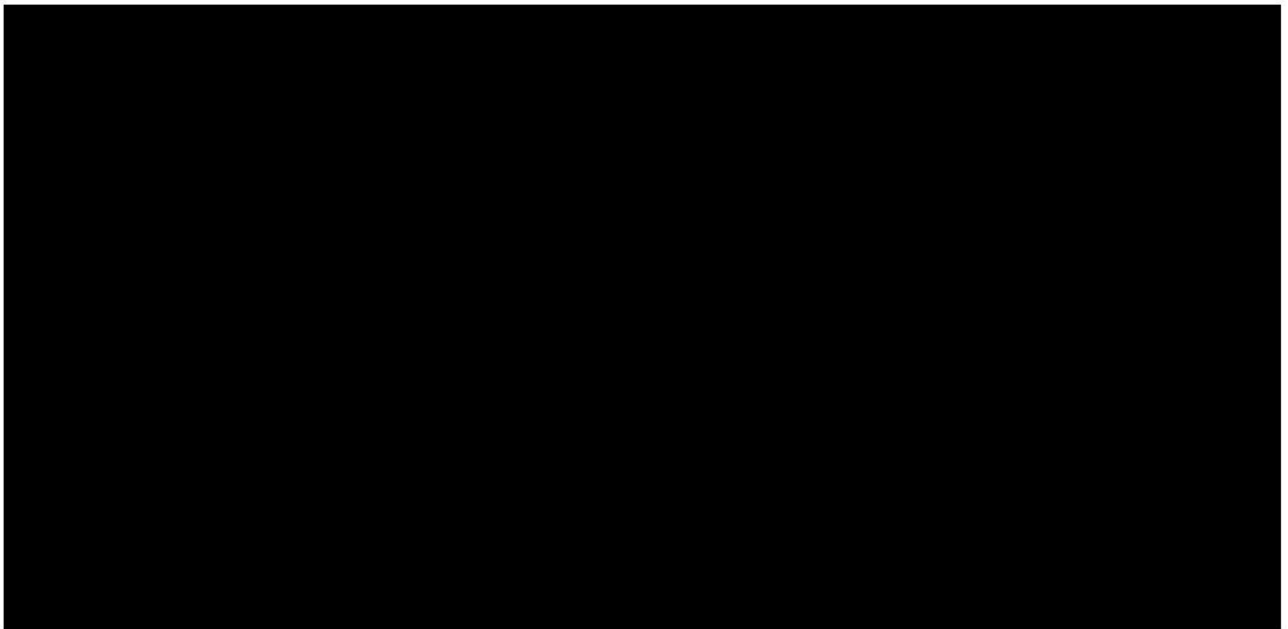
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[REDACTED]

Ground floor:



First floor:



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	Start	Finish	Duration
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RIBA Stage 4	[Redacted]	[Redacted]	[Redacted]
RIBA Stage 5	[Redacted]	[Redacted]	[Redacted]
RIBA Stage 6	[Redacted]	[Redacted]	[Redacted]

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## 5. Communications & Information Flows

The Building Inspector 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 Building Inspector should respond to these reviews on Aconex. See Appendix D for the Aconex Project Procedures.

Working arrangements: The Building Inspector is to return comments to the PM via Aconex, within 7 working days from 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 Building Inspector 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-33 currently has the following appointments:

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

- Planning Consultants – Montagu Evans
- Principal Designer – WSP
- Contractor – Unknown

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

The Building Inspector 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 Building Inspector 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 Building Inspector valuation sheet (that is subsequently issued as an invoice once receipted).

Once completed, the valuations tab and the standard Building Inspector 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 Building Inspector 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](#)

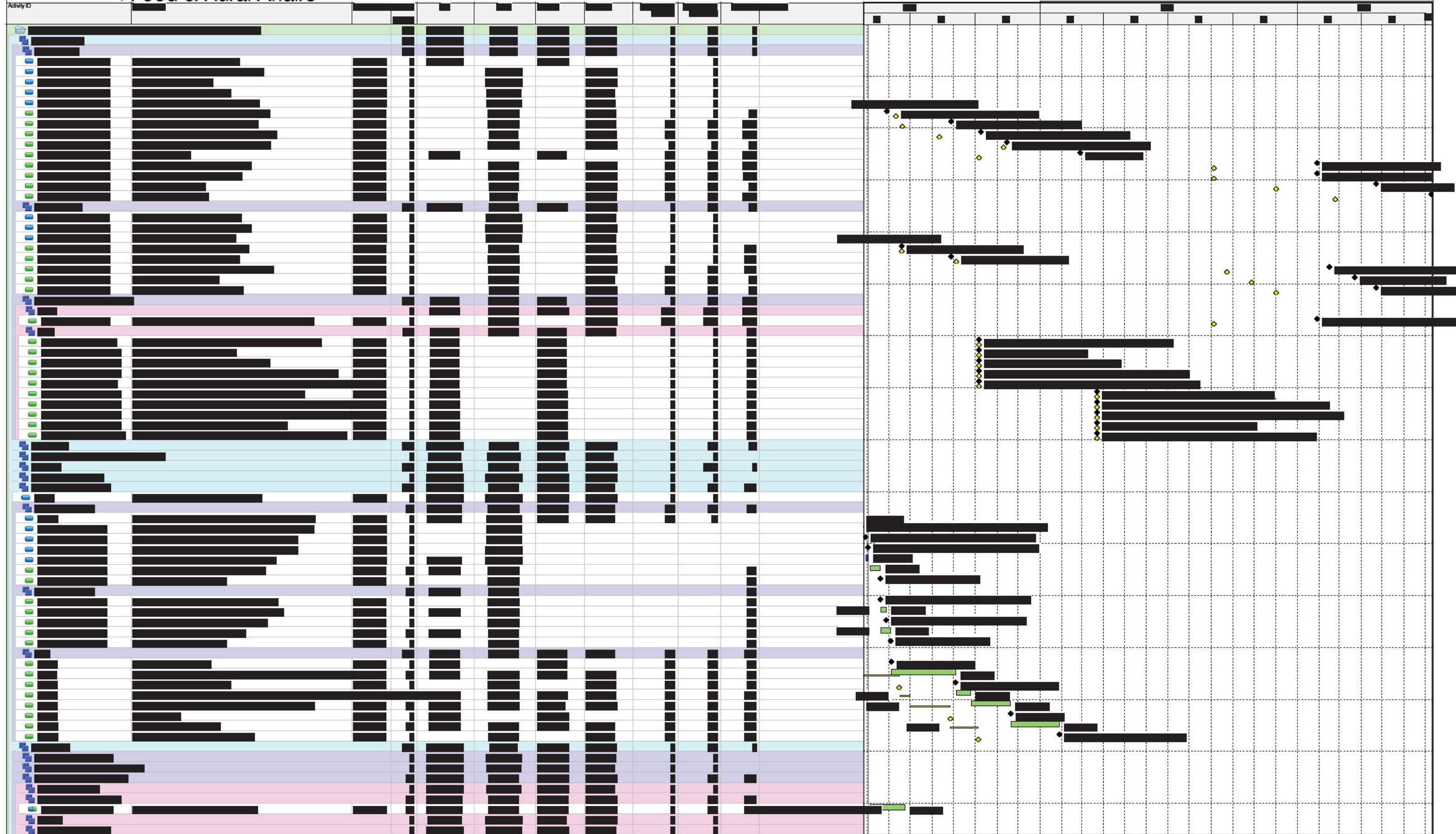
The Building Inspector shall respond to this CQR with the completed pricing schedule and invoice and cashflow table attached with this document.

#### 9. [Associated Documents](#)

Document	Reference
A	PR33 Building Inspector CQR Activity Pricing Schedule.xlsx
B	Security Aspects Letter
C	April-25 Project Programme
D	Aconex Project Procedures - PR1000-MAC-XXXX-XX-PC-IM-000001[P04]



Activity ID



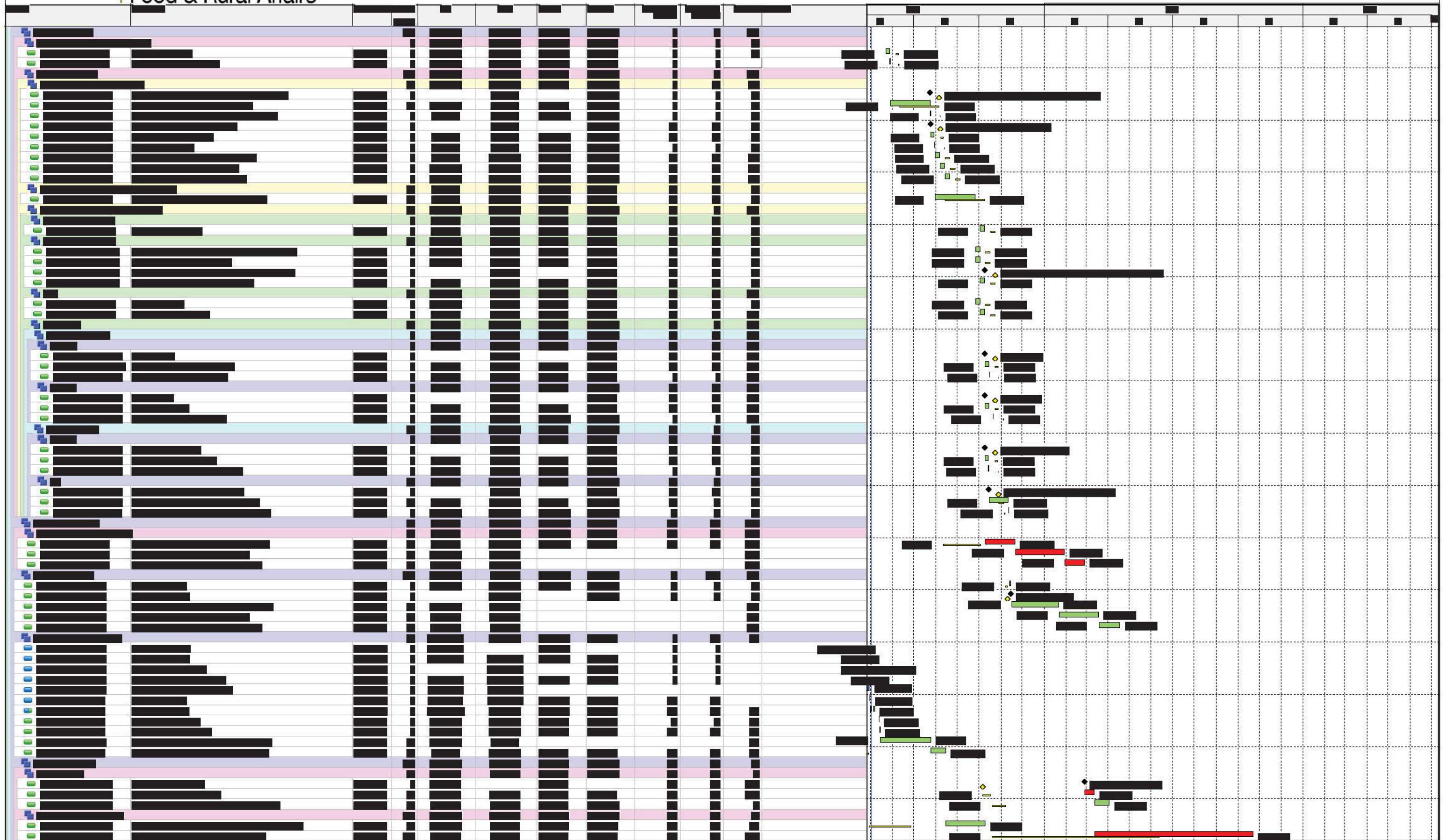
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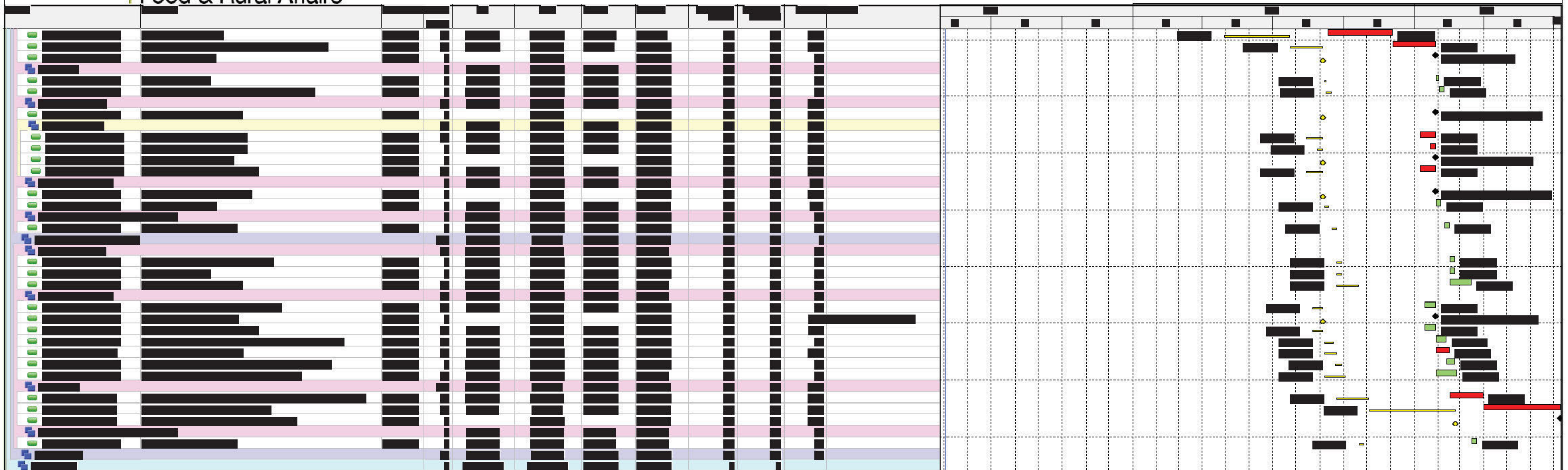
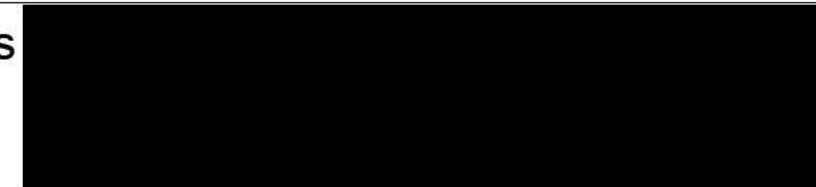
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Bureau Veritas UK Limited  
Fifth Floor, 100 Lower Thames  
St Mary at Hill  
London  
EC3R 6DL

Department for Environment Food and  
Rural Affairs  
Seacole Building,  
2 Marsham St,  
London  
SW1P 4DF

**FAO:** Steve Highwood

Date of issue: 01/10/2025

**RE: SECURITY ASPECTS PERTAINING TO:**

National Biosecurity Centre Project PR33

Dear Steve,

This Security Aspects Letter (SAL) establishes the security principles which Bureau Veritas UK Limited and its affiliates (together Bureau Veritas) shall comply with in producing, handling or storing assets supplied to, or by the Department for Environment Food and Rural Affairs from herein referred to as the Authority.

Assets refer to information, equipment, or infrastructure, provided by or to the Authority, the loss of which may impact the Authority's ability to meet its objectives.

This letter applies to Bureau Veritas and any sub-contractor employed within its supply chain. Bureau Veritas recognises its obligation to inform and flow down the security aspects to its supply chain in full unless waived with the Authority's written agreement. For complete transparency, Bureau Veritas shall maintain a register, as an appendix in the Security Management Plan, of relevant sub-contractors and the services they provide to it. The latest approved version of the Security Management Plan shall be shared with the Authority. A template Security Management Plan can be found in Annex D.

**1. Purpose**

This SAL, issued by the Authority conveys the security requirements with which Bureau Veritas, and any sub-contractor employed by Bureau Veritas, is required to comply. The SAL applies and shall continue in full force and effect for the duration of the contract and thereafter for a further period of two years from the date of contract termination, at which point Bureau Veritas and any sub-contractor employed within its supply chain shall permanently and irrecoverably dispose of any Authority data it still retains.

The SAL is not an exhaustive list of requirements but conveys the spirit of information security and risk management that is required to ensure a holistic and comprehensive approach to security risk management through organisational, personnel, physical, and



technical controls aligned to the Government Functional Standard GovS 007: Security (GovS 007: Security)<sup>1</sup> whilst in possession of Authority assets.

## 2. Security Classifications

It should be noted that assigning the appropriate classification to information remains the responsibility of the creator or owner of the asset. All Authority assets should be clearly marked with a classification label and where this is inappropriate or not possible can be considered to be classified as OFFICIAL under the [UK Government Security Classifications \(GSC\) Policy](#).

Information marked with the SENSITIVE caveat and additionally with the COMMERCIAL Descriptor may state, or otherwise be accompanied by, additional handling requirements.

For example, the handling instruction RECIPIENTS ONLY is reserved for a small subset of particularly sensitive information that carries high risks associated with compromise.

The Information Creator should only apply the RECIPIENTS ONLY marking (in the format 'OFFICIAL-SENSITIVE - RECIPIENTS ONLY') to indicate that the information must be handled on a strict need-to-know basis **by select named individuals**. The information creator should have strict control over who the information gets shared with beyond the original recipients. The need-to-share without authorisation from the information creator is not justified due to the risks of compromise of this information. All recipients including Bureau Veritas and its supply chain where appropriate must comply with these handling instructions.

## 3. Handling Instructions

In general, the Authority expects Bureau Veritas to apply the **need-to-know** principle to information related to Authority systems and restrict access to such material to those within Bureau Veritas, and its supply chain, who genuinely need it to perform their duties. General system information such as system names, IP addresses, high-level designs, etc does not require special handling protections.

## 4. Legacy Material

Some legacy assets may still be marked as PROTECT, RESTRICTED or CONFIDENTIAL. Information marked under the previous classification scheme should be reviewed with the Authority to identify whether the information requires additional descriptor caveats or handling instructions before being reclassified OFFICIAL. Once reviewed, the asset, where possible, should be re-labelled and handled in accordance with the new classification.

---

<sup>1</sup> [Government Functional Standard GovS 007: Security](#)

## **5. Data Aggregation**

The impact of a breach may be higher than the protective marking of an individual record. Bureau Veritas should ensure that accumulated collections of information assets are protected appropriately through effective procedural, and in some cases, technical controls appropriate to reinforce the need-to-know principle.

## **6. Data Offshoring and Working Overseas**

Bureau Veritas may be permitted to store and process Authority data outside of the UK subject to the maintenance of adequate information controls and governance and compliance with legislation and the protection of the rights and freedoms of data subjects. Offshoring will be agreed by the Authority on a case-by-case basis considering the criticality of data being offshored and current Data Protection legislation.

Some countries pose a higher than usual risk to personal safety, security and Authority information. These are referred to as Countries of Special Concern (COSC). Due to the increased risk posed by these countries, the Authority does not allow access to Authority ICT systems from COSC locations or Authority equipment to be taken to COSC, even for brief stopovers.

Working overseas with Authority data shall be pre-authorised by the programme Security Advisor in writing and supported by a business justification submitted as part of the application. Where authorised, the access of Authority data overseas is to be managed in accordance with the measures set out in this SAL. Authority data must never be accessed, stored, or processed in any of the COSC listed at Annex E.

## **7. Policy Compliance**

The Authority can exercise one of two approaches to support access to Authority information assets. In certain circumstances the Authority will provide Bureau Veritas Authority Assured ICT (workstations and associated accounts) to process Authority information with and this shall be used in preference to Bureau Veritas ICT.

Where this is not the case, the Authority recognises that Bureau Veritas will need to access, process and store Authority information on its own corporate ICT systems and in such cases the Authority requires the following information security assurances.

Information security management certifications recognised by the British Standards Institution (BSI) such as ISO27001:2013/2022<sup>2</sup> are preferred although Small to Medium Enterprise organisations may take a more proportionate approach by demonstrating IASME Cyber Assurance Level 2<sup>3</sup>. Where Bureau Veritas unable to provide either of the above certifications they shall demonstrate and maintain Cyber Essentials certification, coupled with a:

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<sup>2</sup> [ISO/IEC 27001:2022 Information security, cybersecurity and privacy protection. Information security management system. Requirements](#)

<sup>3</sup> [IASME Cyber Assurance](#)

- demonstratable Information Security Management System (ISMS), which must be in place to ensure the Authority information assets are appropriately protected.
- A holistic approach to information security that includes staff awareness and training through to robust technical and enforced access controls.

## 8. ICT Controls

In the case of Authority Assured ICT systems Bureau Veritas shall follow Authority Security policies.

In the case of Bureau Veritas corporate ICT systems processing Authority information assets, Bureau Veritas shall risk assess and maintain an ISMS to ensure Bureau Veritas operates within its information risk appetite as set by a Senior Bureau Veritas Executive at Board level. The same individual shall be named and accountable for the safe and secure processing of all Authority information assets by Bureau Veritas.

ICT technical controls for any systems holding any supplied or Bureau Veritas generated OFFICIAL information shall make all efforts to align to current recognised good practices and be periodically reviewed (no less than 12-month intervals) to understand and re-align controls where appropriate. Good practices include, but are not limited to, NCSC's 10 Steps to Cyber Security<sup>4</sup>.

ICT technical controls for any systems holding any supplied or Bureau Veritas generated OFFICIAL Information marked with the SENSITIVE and/or RECIPIENTS ONLY handling caveat(s) shall be encrypted using NCSC guidance<sup>5</sup>.

Bureau Veritas must ensure system suitability as per the output of the Bureau Veritas ISMS prior to the introduction of any Authority information assets.

Bureau Veritas must provide information risk management information to the Authority on request so that the Authority may determine whether the assessment made and controls in place are sufficient and robust.

Any remedial activity that may be required by the Authority will be considered under contractual and commercial arrangements however Bureau Veritas must acknowledge that systems must be fundamentally fit for purpose and capable of protecting information assets in proportion to their content and value as defined by Bureau Veritas and/or the Authority.

## 9. Information Management

Maintenance of the confidentiality, integrity and availability of Authority information shall be paramount at all times. Assets in support of project deliverables bearing an OFFICIAL-SENSITIVE handling caveat shall only be transferred/shared via Authority approved mechanisms. In support of project activity, Bureau Veritas shall be authorised to utilise the designated Common Data Exchange (CDE) mechanism for the information data exchange to allow the secure access of SCAH related project documentation and deliverables.

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<sup>4</sup> [10 Steps to Cyber Security](#)

<sup>5</sup> [3. Protect data at rest and in transit](#)

No access to the CDE shall be provided without completion of the requisite onboarding, training and appropriate personnel security controls being verified between Bureau Veritas and the Authority's security team.

## 10. Data Security

Authority data must be protected whilst in transit and at rest. This can be achieved using National Cyber Security Centre (NCSC) approved data encryption products coupled with documented operating procedures.

Some examples of satisfactory approaches include, but are not limited to:

- Email systems meeting the 'Securing government email' guidance<sup>6</sup>
- NCSC Cloud security guidance<sup>7</sup>
- Transport Level Encryption (TLS) version 1.2 and higher, aligned to NCSC recommended configuration(s)<sup>8</sup>
- Internet Protocol Security (IPSec) aligned to NCSC recommendation configuration(s)<sup>9</sup>
- NCSC or Authority-approved products or services for data transfer

Bureau Veritas shall discuss with the Authority where deviations from NCSC recommendations may be required due to technological limitations.

Bureau Veritas must notify the Authority of any data loss or unauthorised disclosure of Authority data that occurs within Bureau Veritas and any sub-contracting organisation at any stage of the contract. Bureau Veritas shall report (at the earliest practicable time) any such security breach by telephoning the nominated Point of Contact, in addition to emailing details of the incident to [security.team@defra.gov.uk](mailto:security.team@defra.gov.uk).

Prior to contract termination, or at the request of the Authority, Bureau Veritas shall securely sanitise any Authority Data in line with CPNI and NCSC guidance on secure sanitisation<sup>10, 11</sup>. Or when requested, Bureau Veritas shall provide the Government with all Authority Data in an agreed open format.

## 11. Physical Security

Physical locations used to store, process or handle Authority assets must have appropriate physical security measures in place to prevent a compromise to the confidentiality, integrity and availability of the Authority assets.

The areas of physical security that need to be considered include, but are not limited to:

- Document handling – including transfer, accounting, copying

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<sup>6</sup> [Email security and anti-spoofing](#)

<sup>7</sup> [Cloud security guidance](#)

<sup>8</sup> [Using TLS to protect data](#)

<sup>9</sup> [Using IPSec to protect data](#)

<sup>10</sup> [Secure sanitisation of storage media](#)

<sup>11</sup> [Secure Destruction](#)



- Rooms, including secure rooms
- Security containers
- Locks
- Entry points and Access Control Systems
- Reception areas
- Security Officers
- Intruder detection
- Perimeter security, including the use of CCTV and intruder detection
- Any Working from Home security considerations

While the Authority does not mandate specific security standards for the protection of Authority assets, the use of security equipment and materials certified to a Loss Prevention Standard (LPS) 1175 Issue 8<sup>12</sup> is preferred. A minimum standard may be stipulated where Bureau Veritas is in possession of a large volume of sensitive Authority assets.

## **12. Personnel Security**

All personnel with direct or indirect access to, or influence over Authority information assets must be checked to the minimum of Baseline Personnel Security Standard (BPSS)<sup>13</sup>. All Personnel must complete this process before access to Authority assets, including premises, is permitted.

Those personnel with elevated privileged access to locations, systems or information must hold Counter Terrorism Check (CTC), this also applies if personnel are required to attend the Authority premises without supervision and/or an appropriately cleared escort. In some circumstances, personnel may be required to hold Security Check (SC) if they routinely (at the Authority's discretion) access sensitive Authority data and/or its premises.

Bureau Veritas shall maintain, and keep up to date, a Project Staffing Tracker (Template attached in Annex C) to keep a record of all Bureau Veritas joiners and leavers engaged throughout the life of the programme. Bureau Veritas shall provide the Authority with a monthly update of the Project Staffing Tracker.

## **13. Business Continuity**

Bureau Veritas shall have documented processes to ensure the availability of Authority assets or services being provided by Bureau Veritas in event of a situation that disrupts, or has the potential to disrupt, the core activities provided under the terms of Authority's contract with Bureau Veritas.

Bureau Veritas shall produce and regularly test a security incident management plan, describing how security incidents<sup>14</sup> involving Authority assets should be managed and resolved. The security incident management plan must be shared with the Authority nominated Point of Contact.

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<sup>12</sup> [Loss Prevention Standard](#)

<sup>13</sup> [Government baseline personnel security standard](#)

<sup>14</sup> [NCSC Incident management](#), [CPNI Incident Management](#)

While alignment with Business Continuity management certifications recognised by the BSI such as ISO22301:2012 are preferred, they are not required subject to comparable controls, policies and practices being in place.

#### **14. Security Aspects**

The table at **Annex A** highlights specific types of information under the provision of this contract that may hold a protective marking higher than **OFFICIAL**.

#### **15. Compliance**

Bureau Veritas shall provide the Authority with a Security Management Plan (SMP) setting out how Bureau Veritas will achieve the principles set out in this SAL, to ensure the Authority's assets are appropriately protected throughout the contract life cycle.

Bureau Veritas shall set out any deviations from the security aspects and principles set out in this SAL in the SMP, for the Authority's approval.

Bureau Veritas acknowledges that if the Authority deems the risks posed by any deviations intolerable, that the Authority reserves the right to request that Bureau Veritas develop a Security Improvement Plan to be agreed with the Authority and any remedial actions be completed within a mutually agreeable timescale.

#### **16. Audit**

In the event of a Security Incident which impacts upon the Confidentiality, Integrity or Availability of the Authority's assets, Bureau Veritas agrees that the Authority or a mutually agreed third party representative, may conduct such audits as are required to establish (i) the cause of the Security Incident, (ii) the impact of the Security Incident, (iii) the Authority assets affected, and (iv) the work carried out by the Contractor to resolve the Security Incident and to mitigate the effects, to ensure that the Security Incident is resolved to the satisfaction of the Authority.

In addition to the rights above the Authority or its representatives, may at any time during a period of two (2) years after termination of the contract or the end of the contract term or final payment under the contract whichever is the later, but not more than once in any calendar year, conduct an audit for the following purposes where the Contractor continues to hold Authority assets:

- to review and verify the integrity, confidentiality and security of any Authority assets; and
- to review the contractor's and/or any Sub-contractor's compliance with their obligations under Defra group Security policies and the Security Aspects Letter or a Security Management Plan; and
- to review any records created during the provision of the contractor deliverables, including but not limited to any documents, reports and minutes which refer or relate to the contractor deliverables for the purposes outlined above.

The Authority, acting reasonably and having regard to the confidentiality and security obligations owed by Bureau Veritas to third parties, shall propose the scope of each audit in writing with a view to seeking the agreement of Bureau Veritas but shall make the ultimate

decision on the scope. The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt Bureau Veritas or its supply chain or delay the provision of Bureau Veritas deliverables and supplier information received by the Authority in connection with the audit shall be treated as confidential information.

Bureau Veritas shall, and shall ensure that any of its supply chain shall on demand provide the Authority and any relevant regulatory body, with all reasonable co-operation and assistance in relation to each audit, including but not limited to:

- all information requested by the Authority within the permitted scope of the audit;
- reasonable access to any sites controlled by the contractor or any associated company used in the performance of the contract to the extent required within the permitted scope of the audit; and
- access to any relevant staff.

## **17. SAL Revisions**

The Authority reserves the right to revise the SAL at any time in accordance with the change protocol outlined in the contract.

You are requested to acknowledge receipt of this letter and to confirm that the level of classification associated with the various aspects listed above have been brought to the attention of the person directly responsible for the security of this order, that they are fully understood, and that the required security controls in the contract security conditions can and will be taken to safeguard the material concerned.

## 18. Declaration

Bureau Veritas will be required to return a declaration.

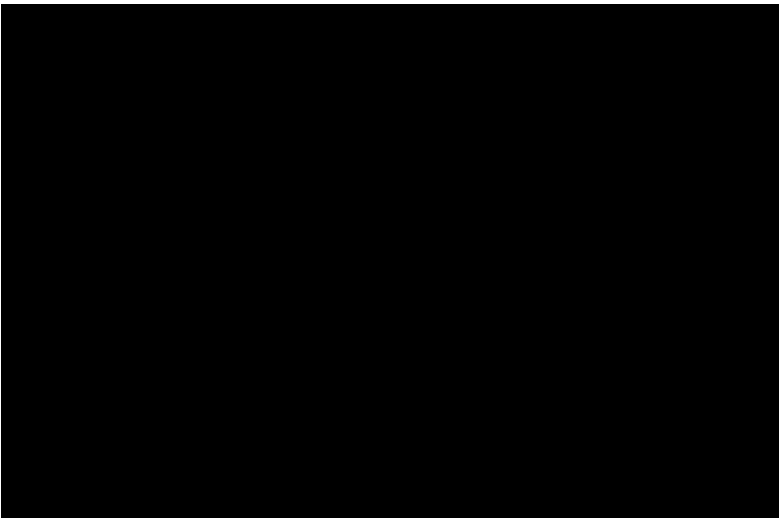
Please sign the following declaration and return this letter to the Authority, keeping a copy for your own records. Should you have any queries, please contact the Authority via your point of contact and/or the contact details located within the SAL.

### Supplier Declaration

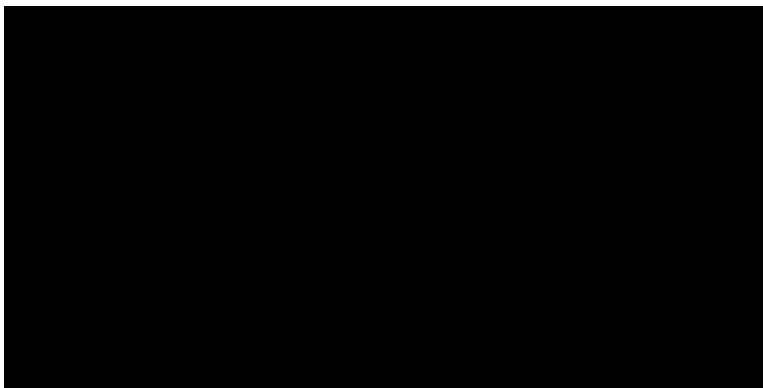
Bureau Veritas hereby confirms that the associated with the requirements described in this SAL have been brought to the attention of the individuals and organisations directly responsible for the provision of the various services. Additionally, that they are fully understood, and that the required security controls can and will be taken to safeguard the material and assets concerned.

For and on behalf of Bureau Veritas.

Legal Approval Signature:



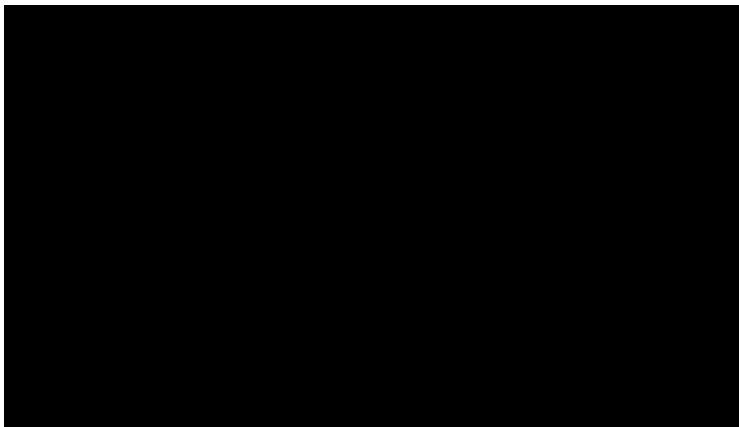
Commercial Review Signature:



Authorised Attorney 1:



Authorised Attorney 2:



**Distribution** (within Authority):

Defra group Security – Supplier Security Assurance,  
Authority Commercial

## Annex A – Security Aspects and Handling Instructions

Aspects	Classification	Additional Handling Requirements
<ul style="list-style-type: none"> <li>Customer relationship data</li> </ul>	OFFICIAL	As per the principles set out in the SAL
<ul style="list-style-type: none"> <li>Hosting platforms</li> <li>Details of Software used in the development or operational environment</li> <li>Firewalls, Switches, Routers,</li> <li>System administration services</li> <li>Auditing of IT systems and security measures</li> </ul>	OFFICIAL-SENSITIVE	As per the principles set out in the SAL
<ul style="list-style-type: none"> <li>Common Data Environment (CDE)</li> <li>Building Information Modelling (BIM) Data</li> </ul>	OFFICIAL-SENSITIVE	<ul style="list-style-type: none"> <li>As per principles set out in the SAL and the Weybridge Critical Works Interim IM Security Approach v1.0</li> </ul>
<ul style="list-style-type: none"> <li>Identification of one or more security vulnerabilities for non CNI assets AND the associated mitigation measures.</li> <li>Identification of the location a CL3 or 4 laboratories.</li> <li>Detail design information of the Science Hub facility, i.e., CBRS</li> <li>Detailed design information relating to any security system.</li> <li>Detailed design information relating to any security system enabling infrastructure, such as cabling or installation locations.</li> <li>Detailed plans of the Weybridge estate identifying building numbers and names OR functions.</li> <li>Performance requirements for any security system other than those associated directly with facilities identified elsewhere in this table.</li> <li>Test data detailing the performance of any security system other than were</li> </ul>	OFFICIAL-SENSITIVE	<ul style="list-style-type: none"> <li>As per the principles set out in the SAL</li> </ul>

<p>associated directly with facilities identified elsewhere in this table.</p> <ul style="list-style-type: none"> <li>• Photographs showing security equipment in-situ.</li> <li>• Identifying any Authority facility or functional area as being designated (Critical National Infrastructure – CNI).</li> <li>• Identification of SCAH Programme risks AND the associated mitigation measures.</li> <li>• Programme Board (including sub-ordinate forums) papers and supporting information, metrics, includes policy and strategy information prior to formal</li> </ul>		
<ul style="list-style-type: none"> <li>• Any Commercial / Procurement / Supplier Information collected, stored and used throughout the procurement process</li> </ul>	OFFICIAL-SENSITIVE COMMERCIAL	<ul style="list-style-type: none"> <li>• As per the principles set out in the SAL</li> </ul>
<ul style="list-style-type: none"> <li>• Any detailed description of the performance standards associated with security measures detailing the immediate protection of a CL4 area.</li> <li>• Deployment drawings showing locations <b>AND</b> indicating standards (such as fields of view for CCTV) of security equipment.</li> <li>• Any detailed description identifying a CNI assets critical enabling infrastructure</li> <li>• Identification of the location of a High Hazard pathogen storage area <b>AND</b> any associated security vulnerability <b>AND</b> any associated mitigation measures.</li> <li>• Photographs and general deployment drawings showing a CL4 laboratory <b>AND</b> any security features.</li> </ul>	OFFICIAL-SENSITIVE - RECIPIENTS ONLY	<ul style="list-style-type: none"> <li>• The <b>RECIPIENTS ONLY</b> handling instruction is reserved for a small subset of particularly sensitive information that carries high risks associated with compromise.</li> <li>• The Information Creator should apply the RECIPIENTS ONLY marking (in the format ‘OFFICIAL-SENSITIVE – RECIPIENTS ONLY’) to indicate that the information must be handled on a <b>strict need-to-know basis</b> by select named individuals. The Information Creator should have strict control over who the information gets shared with beyond the original recipients.</li> <li>• Meeting attendees should seek</li> </ul>

		<p>authorisation from the meeting chair before briefing to, or discussing with, other colleagues not on the distribution list. Where this is not possible, such as for large meetings, the chair may waive this requirement but should notify meeting attendees that this information should only be distributed further on a strict need-to-know basis.</p> <ul style="list-style-type: none"> <li>• The need-to-share without authorisation from the information creator is not justified due to the risks of compromise of this information.</li> <li>• <b>Sharing:</b> Information may only be shared with named individuals approved by the Information Creator. Information must not be sent further without the Information Creator's explicit approval.</li> <li>• <b>Remote working:</b> Not permitted unless processed on devices/services which are encrypted using NCSC approved products. It is essential that information must not be visible to any un-authorised persons when being worked on or not.</li> <li>• <b>Transmission:</b> Must be via NCSC accredited infrastructure (such as TLS 1.2).</li> </ul>
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		<ul style="list-style-type: none"> <li>Where these are not available information must be protected using a 256-bit Advanced Encryption Standard (AES).</li> <li><b>Storage:</b> Authority approved IT systems / devices, or Physical information should be organised and stored within a locked Class (SR2) 2 container.</li> </ul>
<ul style="list-style-type: none"> <li>All other Documentation</li> </ul>	OFFICIAL	As per the principles set out in the SAL

## Annex B Definitions

For the purposes of this SAL the following terms shall have the meanings given below:

**“Breach of Security”** in accordance with the Security Requirements the occurrence of:

(a) any unauthorised access to or use of the service the Client Premises, the Sites, the Consultant System and/or any ICT, information or data (including the Confidential Information and the Client Data) used by the Client and/or the Consultant in connection with this contract; and/or

(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Client Data), including any copies of such information or data, used by the Client and/or the Consultant in connection with this contract.

**“Client Premises”** means premises owned, controlled or occupied by the Client or its Affiliates which are made available for use by the Consultant or its Sub-contractors for carrying out of the service (or any of them) on the terms set out in this contract or any separate agreement or licence;

**“Contractor”** means the main or prime third party entering directly into a contract with the Authority to deliver works, goods or services to the Authority. Synonymous with “Supplier”.

**“COSC”** Countries of Special Concern, provided by request.

**“Good Industry Practice”** the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;

**“ICT”** information and communications technology;

**“ISMS”** the Information Security Management System as defined by ISO/IEC 27001. The scope of the ISMS will be as agreed by the parties and will directly reflect the scope of the service;

**“need-to-know”** only those who need access to confidential information should have access to it, and then only to the items that they need to see. This may mean introducing access controls or splitting information flows where one flow is used for several purposes;

**“SCAH”** Science Capability in Animal Health;

**“Security Management Plan”** the Consultant’s security plan prepared pursuant to the outline set out in Annex D (Security Management Plan);

**“Security Requirements”** means the requirements in the contract relating to security of the carrying out of the service (if any) or such other requirements as the Client may notify to the Consultant from time to time.

**“Subcontractor”** means works, goods or services commissioned by the Supplier in order to fulfil the requirements of an Authority commissioned contract.

**“Supplier”** means the main or prime third party entering directly into a contract with the Authority to deliver works, goods or services to the Authority. Synonymous with “Contractor”.

**“Supply Chain”** means the Supplier and all its subcontractors delivering works, goods or services to fulfil an Authority commissioned contract.

## **Annex C – Project Staffing Tracker**



Project-Staff-Tracker-  
v1.1 Blank.xlsx

## **Annex D – Security Management Plan template**



Security-Manageme  
nt-Plan-Template-v1

## **Annex E – Countries of Special Concern (COSC)**

- Argentina
- Armenia
- Azerbaijan
- Belarus
- China (Including Hong Kong)
- Cyprus
- Egypt
- Estonia
- Georgia
- India
- Indonesia
- Iran
- Kazakhstan
- Kyrgyzstan
- Latvia
- Lithuania
- Moldova
- North Korea
- Pakistan
- Russia
- Saudi Arabia
- South Korea
- Tajikistan
- Turkey
- Turkmenistan
- Ukraine
- Uzbekistan

Source: <https://intranet.defra.gov.uk/how-to/emergencies-and-security/security-travelling-working-overseas-or-on-holiday/>