

STANDARD TERMS & CONDITIONS FOR THE USE OF SHORE ENGINEERING LTD'S APPROVED INSPECTOR SERVICES

THE MILL, STATION ROAD, ARDLEIGH, ESSEX, CO7 7RS

1. Introduction

1.1. Shore Engineering Ltd shall provide the services as Approved Inspectors with reasonable skill, care and diligence, and in accordance with the Construction Industry Council's Code of Conduct for Approved Inspectors.

2. Clients obligations

2.1. The Client or their appointed agents shall supply such information to Shore Engineering Ltd at such times as is reasonably required for the delivery of the services.
2.2. The Client or their appointed agents shall notify Shore Engineering Ltd in writing of any instruction to vary the services.
2.3. The client or their representative shall be responsible for providing safe access to the project, when the approved inspector reasonably requires it.
2.4. The client, designers and contractors shall be responsible for the project's compliance with the building regulations and Shore Engineering's Ltd services do not include managing the project to ensure that compliance is achieved. Shore Engineering Ltd shall take such steps as are reasonable to enable it to be satisfied as to the project's compliance with the building regulations, and if so satisfied, it shall issue a final certificate. The final certificate is not a representation that every aspect of the project complies with building regulations.

3. Agents Acting on Behalf of the Client

3.1. Agents signing on behalf of clients must ensure that they have informed the client agency the fact that they have instructed us on their behalf and bring to the attention of their clients our Terms of Business.

4. Assignment and subcontracting

4.1. Shore Engineering may occasionally use competent sub contract surveyors or companies to undertake site inspections on its behalf. The work they undertake will be for Shore Engineering Ltd and any liability resulting from these inspections will be the responsibility of Shore Engineering Ltd.

5. Payment & Fees

5.1. The Client or their appointed agents shall pay Shore Engineering Ltd for the performance of the services the fees and charges in such instalments as agreed in the Fee Offer. All fees and charges under the Agreement are exclusive of Value Added Tax which if due shall be paid at the prevailing rate concurrently in addition.
5.1.1. Unless otherwise agreed an invoice for the Plan Fee will be issued on submission of the Initial Notice if not provided at the time of receipt of the application.
5.1.2. Unless otherwise agreed an invoice for the Inspection Fee will be issued on commencement of building work on site
5.2. All fees liable to Shore Engineering Ltd should be paid by the client or their appointed agents in accordance with the timescales indicated on the invoice(s) and prior to the release of the final certificate.
5.3. Where the Client intends to withhold payment of any amount stated in the invoice, the Client must give written notice to Shore Engineering Ltd, not later than 5 days before the final date for payment, stating the amount to be withheld and the grounds for withholding payment.
5.4. In the event that the Client is in default over payments of amounts at the final date for payment and no notice of intention to withhold payment from such amount has been given under Clause 4.3 above, Shore Engineering Ltd may suspend performance of any or all of the services. This right is subject Shore Engineering Ltd first giving the Client not less than 7 days' written notice of such intention and stating the grounds for suspension. The right to suspend performance shall cease when the Client makes payment of the amount due.
5.5. Shore Engineering Ltd shall notify the Client or their agent in writing as soon as it becomes reasonably apparent that any work additional to the subject of the original fee offer will be required.

6. Professional Indemnity Insurance

6.1. Shore Engineering Ltd is required to comply with the guidelines issued by the Communities and Local Government & Construction Industry Council's Code of Conduct for Approved Inspectors in respect of the maintenance of professional indemnity insurance. Shore Engineering is insured through Griffiths and Armour Professional Risks
6.2. Shore Engineering Ltd shall on written request of the Client or their agent provide evidence that the insurance is properly maintained.
6.3. Shore Engineering Ltd shall immediately inform the Client or their agent if the insurance referred to in Clause 5.1 above ceases to be available.

7. Copyright & Data Protection

7.1. The copyright in all documents prepared by Shore Engineering Ltd in providing the services shall remain their property. Subject to payment by the Client of the fees properly due to Shore Engineering Ltd under this Agreement Shore Engineering Ltd grants to the Client an irrevocable non-exclusive royalty-free licence to copy and use the documents for any purpose related to the project.
7.2. Shore Engineering Ltd shall not be liable for any use of the documents for any purpose other than that for which they were prepared and provided by them.
7.3. As part of the Initial Notice submission Shore Engineering Ltd must disclose the applicant's name and address. This data has not been obtained for marketing purposes by third parties and therefore, if it is found that data has been used for such purposes by the local Authority dealing with this Initial Notice they may breach the principles of the Data Protection Act.

8. Suspension and Termination

8.1. The Client may terminate the appointment of Shore Engineering Ltd under this Agreement by giving 7 days' written notice to them. In such cases the client shall pay Shore Engineering Ltd any instalments of the fee due up to date of termination.
8.2. If the Client materially breaches its obligations under this Agreement Shore Engineering Ltd may serve on the Client a notice specifying the breach and requiring it to remedy within 28 days, and if the Client thereafter fails to remedy that breach within that period Shore Engineering Ltd may terminate this Agreement by giving written notice to the Client.
8.3. If either party:
· Commits an act of bankruptcy or has a receiving or administrative order made against it, and/or
· Goes into liquidation, and/or
· Becomes insolvent, and/or
· Makes any arrangement with its creditors
The other may suspend performance of the services or may terminate the appointment by giving written notice to the party.

9. Complaints

9.1. In the event that the Client has a complaint in respect of the performance of Shore Engineering Ltd's services under this Agreement, without prejudice to any other remedy available under this Agreement, they shall be entitled to have access to the complaints handling procedure maintained by them.

10. Force Majeure

10.1. Neither Shore Engineering Ltd nor the Client shall, except as otherwise provided in these Conditions, be responsible for any loss, damage, delay or failure in performance hereunder arising or resulting from act of God, act of war, seizure under legal process, quarantine restrictions, strikes, boycotts, lockouts, riots, civil commotions and arrest or restraint of princes, rulers or people.

11. Liability

11.1. The liability of the Approved Inspector shall be limited to such sum as would be just and equitable for the Approved Inspector to pay having regard to the extent of the responsibility of the Approved Inspector for the loss or damage suffered on the basis that all other consultants and any subcontractors who have a liability shall be deemed to have provided contractual undertakings to the Client on terms no less onerous than those applying in the case of this Agreement and shall be deemed to have paid to the Client such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for such loss or damage.

12. Notice

12.1. Any notice to be given under this Agreement shall be in writing and delivered by hand or sent by recorded delivery post to the address shown in this Agreement or to such other address as the other party may have specified from time to time by written notice to the other.
12.2. Such notice shall be deemed to have been received on the day of delivery if delivered by hand and otherwise on the next working day
12.3. Where under this Agreement an act is required to be completed within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day which is a Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday, that day shall be excluded.
12.4. Following termination by the approved inspector or the client, the approved inspector is entitled to write to the local authority (with a copy to the client) cancelling the initial notice under the building regulations, in which case the approved inspector functions will revert to the local authority and the approved inspector will be discharged from all requirements to complete the services or any additional work.

13. Compliance with Building Regulations

13.1. The client, designers and contractors shall be responsible for the project's compliance with the building regulations and the services do not include managing the project to ensure that compliance is achieved. Shore Engineering Ltd shall take such steps as are reasonable to enable it to be satisfied as to the project's compliance with the building regulations, and if so satisfied, it shall issue a final certificate. The final certificate is not a representation that every aspect of the project complies with building regulations.
13.2. Shore Engineering's Ltd Surveyors may provide advice relating to designs and relevant statutory requirements, but this does not make them designers. Responsibility for design rest solely with the client or their appointed consultants and contractors.

14. Compliance with the Town and Country Planning Act

14.1. NEW DWELLINGS ONLY - Where a copy of the planning consent has not been provided as part of this application, Shore Engineering hold no responsibility for checking any planning conditions, including those specific to the accessibility and water efficiency associated to the proposed works. In all circumstances it remains the responsibility of the client/designer to notify Shore Engineering of any specific requirements relating to accessibility and water efficiency over and above the baseline building regulations. Where no information is provided, only the minimum level of compliance will be checked in accordance with the Building Regulations.
14.2. ALL BUILDINGS - In all circumstances it remains the client's responsibility to ensure all necessary planning approvals are gained where applicable and adhered to. Shore Engineering hold no responsibility for checking such legislative approvals have been obtained, nor any associated conditions are complied with.

15. Schedule of Services

15.1. The Approved Inspector hereby agrees to provide the following Building Control service:
15.1.1. To issue to the appropriate local authorities an Initial Notice upon receipt of a completed Agreement/Application form or other recognised and accepted means of appointment/Instruction of services (note the instruction to proceed must be received by Shore Engineering Ltd a minimum of 5 working days before works commence on site).
15.1.2. To carry out statutory consultations.
15.1.3. Where requested to provide one Issue a Plans Certificate when the plans and details show compliance with current Building Regulations and;
15.1.4. To make periodic visits to the site to ascertain compliance with Building Regulations.
15.1.5. To issue a Final Certificate to the Client and the appropriate local authority upon satisfactory completion of building works.
15.2. The Client or their appointed agents hereby agrees, as is required for Shore Engineering Ltd to carry out its duties, to provide.
15.2.1. Copies of all appropriate design information, and relevant information about the site to include, locations of sewers, presence of contaminants etc.
15.2.2. Access to the Site during working hours.

