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|  | **Building Regulations** **Registered Building Control Approver Service Application Form** | ShoreThe Mill, Station Road, Ardleigh, Colchester, Essex, CO7 7RST: 01206 230820E: info@wemakeShore.co.uk |
| **About the Proposed Work** |
| Description of Work: |  |
| Planned construction phase start date: |  | Planned commencement (meaningful start) date: |  | Planned completion date: |  |
| Is it a DIY project? | *Yes / No* | What is the capital value of the construction work? | £ |
| **Location of the Building to Which the Works Relate** |
| Property Address *(please include full postal address):* |  |
|  |
|  | Postcode: |  |
| **About the Building/Location**  |
| In which Local Authority Planning Authority area is the site? |  |
| Current use of the building/extension i.e. dwelling, shop: |  |
| Proposed new use of the building/extension, if being changed: |  |
| Current number of floors to the building: |  | Current number (if any) of residential units: |  | Current height of building in metres (M): |  |
| Proposed number of floors to the building: |  | Proposed number (if any) of residential units: |  | Proposed height of building in metres (M): |  |
| Building Safety Act 2022: Higher-Risk Building (HRB): I confirm that the works for which we are appointing Shore as Registered Building Control Approver is not related to higher-risk building work under the Building Safety Act 2022, either before or after the work is completed. | Tick if correct: |  |
| Please confirm the following:* There is not a public sewer within 3m of the proposed building or a new connection to the public sewer (Delete if incorrect).

(If there is a new sewer connection or where the proposal is within 3m of a public sewer a plan must be provided clearly showing the position of the public sewer and where applicable the position of the new sewer connection)* I am not aware of any contaminated land or refuse disposal sites within 250m of the site (Delete if incorrect).

(If there is contaminated land within 250m of the site an environmental report will need to be provided). |
| **Client’s Details** *(i.e. the person(s) or company for whom the project is being carried out)* |
| Name: |  |
| Company Name *(if applicable):* |  | Company Registration Number *(if applicable):* |  |
| Full Postal Address: |  |
|  |
|  | Postcode: |  |
| Telephone Number: |  | Email: |  |
| All communications will be via email unless otherwise stated (please indicate alternative (i.e. post) if required): |  |
| **Agent’s Details** *(i.e. project manager; the person(s) or company acting on behalf of the Client detailed above)* |
| Contact Name: |  |
| Company Name *(if applicable):* |  | Company Registration Number *(if applicable):* |  |
| Full Postal Address: |  |
|  |
|  | Postcode: |  |
| Telephone Number: |  | Email: |  |
| All communications will be via email unless otherwise stated (please indicate alternative (i.e. post) if required): |  |
| **Building Regulations Principal Designer’s Details** *(i.e. architect)* |
| Contact Name: |  |
| Company Name *(if applicable):* |  | Company Registration Number *(if applicable):* |  |
| Full Postal Address: |  |
|  |
|  | Postcode: |  |
| Telephone Number: |  | Email: |  |
| All communications will be via email unless otherwise stated (please indicate alternative (i.e. post) if required): |  |
| **Building Regulations Principal Contractor’s Details** *(i.e. builder)* |
| Contact Name: |  |
| Company Name *(if applicable):* |  | Company Registration Number *(if applicable):* |  |
| Full Postal Address: |  |
|  |
|  | Postcode: |  |
| Telephone Number: |  | Email: |  |
| All communications will be via email unless otherwise stated (please indicate alternative (i.e. post) if required): |  |
| **Fees** |
| Please refer to the fee proposal provided for details of the fees, reference number: | **Q** |
| Agreed Fee (excluding VAT): | £ | VAT: | £ | Total Agreed Fee (including VAT): | £ |
| **Invoicing Details** |
| Who is responsible for the payment of invoices? |  |
| Please provide invoicee details below, if not the Client/Agent/Principal Designer/Principal Contractor as detailed above: |
| Invoicee Name: |  |
| Company Name *(if applicable):* |  | Company Registration Number *(if applicable):* |  |
| Full Postal Invoicee Address: |  |
|  |
|  | Postcode: |  |
| Telephone Number: |  | Email: |  |
| All invoices will be via email unless otherwise stated (please indicate alternative (i.e. post) if required): |  |
| Provide Purchase Order Number (PO) or other reference to be use when invoicing: |  |
| Any specific instructions? |  |
| **New Dwellings Only** |
| **(1) APPROVED DOCUMENT G:** **New dwellings ONLY** (**Including** dwellings formed by a material change of use). |
| Water Efficiency - The planning consent requires that the maximum water usage per-person per-day is reduced to 110L:  | *Yes / No* |
| Planning permission granted: |  | Awaiting planning permission: |  | Planning permission not required: |  |
| **(2) APPROVED DOCUMENT M – Volume 1:** **New dwellings ONLY** (**Not including** dwellings formed by a material change of use).Access to and use of buildings (If applicable reference should be made to Approved Document M Volume 1: Dwellings).Please indicate the number of dwellings built to each category below, supported by a copy of your planning consent: |
| Category 1 M4(1): |  | Category 2 M4(2)*(accessible and adaptable dwellings):* |  | Category 3 M4(3)*(wheelchair accessible dwellings):* |  |
| **(3) APPROVED DOCUMENT R – Volume 1:****Erection of a new dwelling** or erection of a building that is to contain one or more dwellings (**Not including** dwellings formed by a material change of use).Infrastructure for Electronic Communications (*please tick the relevant box):* |
|  | 1. A statement giving details of any public electronic communications network in relation to which a connection is to be provided.
 |
|  | 1. If an exemption in Regulation 44ZB of the Building Regulations 2010 is proposed to be relied on, please provide a statement giving details in support of the exemption.
 |
|  | 1. If regulation 44ZC of the Building Regulations 2010 is proposed to be relied on, please provide a statement giving details of the matters mentioned in regulation 44ZC(6)(a) and (b) of those Regulations and, if paragraph RA1(1)(c)(i) or (ii) of Schedule 1 to those Regulations is also proposed to be relied on, evidence of the steps taken to establish whether, and if so where, a distribution point for a gigabit-capable public electronic communications network (as defined by regulation 44C of those Regulations) is likely to be installed, in a location relevant for the purposes of paragraph RA1(1)(c) of that Schedule, within the period of two years beginning with the day on which the notice is given.
 |
|  |
| **Additional Information Required** |
| Please note that in order for us to register your project and submit the Initial Notice to the Local Authority we will also require the following documentation alongside this completed application form:1. Construction Phase Commencement Statement *(template attached)*
2. Location/Site Plan, if the footprint of your existing building will change as a result of the works.
3. Connectivity Plan, for new dwellings only *(template attached).*
 |
| **Declaration and Agreement** *(For Commercial Clients see section A. For Domestic Clients see section B.)* |
| 1. **This section should be completed by the Commercial Client or by the Agent acting on behalf of the Commercial Client:**

 As the Client, or the Agent for the Client I confirm I have the authority to agree to and confirm the following:1. Shore Engineering Limited appointment to act as the Building Regulations Registered Building Control Approver.
2. Shore Engineering Limited signing the Initial Notice on behalf of the Client and the person carrying out the work in relation to this application.
3. Regulation 17 Dutyholder Notification: I am aware of my duties and obligations under The Building (Registered Building Control Approvers etc.) (England) Regulations 2024, and confirm that the above information is correct. Any changes to the dutyholders will be promptly notified to Shore as soon as practical in order to comply with the legal duties upon me, or;

Where I, the agent (signing on behalf of the Commercial Client), I confirm that I have advised the Commercial Client of their duties under the Regulations and specifically Regulation 17. Unless otherwise provided within this application, the Client is aware that they must provide further information related to previous or any future Principal Designers/Contractors to Shore. If the Principal Contractor changes during the construction program, this change will be notifiable, including the contact information and the dates related to the outgoing and incoming dutyholders; details of this change should be provided to Shore within 14 days of such changes.1. My agreement to the Shore Engineering Limited Terms and Conditions ([https://wemakeShore.co.uk/terms-and-conditions](https://wemakeshore.co.uk/terms-and-condtitions)).
2. My agreement to Shore Engineering Limited Privacy Policy ([https://wemakeShore.co.uk/privacy-policy-notice/](https://wemakeshore.co.uk/privacy-policy-notice/)).
3. I have authority to act on behalf of the Client and have obtained their permission to process personal data in accordance with GDPR.
 |
| Signature: |  | Full Name: |  |
| Date: |  |
| 1. **This section should be completed by the Domestic Client or by the Agent acting on behalf of the Domestic Client:**

 As the Client, or the Agent for the Client I confirm I have the authority to agree to and confirm the following:1. Shore Engineering Limited appointment to act as the Building Regulations Registered Building Control Approver.
2. Shore Engineering Limited signing the Initial Notice on behalf of the Client and the person carrying out the work in relation to this application.
3. Regulation 17 Dutyholder Notification: I, the “domestic client”, I am aware of my duties and obligations under The Building (Registered Building Control Approvers etc.) (England) Regulations 2024, and confirm that the above information is correct. Any changes to the dutyholders will be promptly notified to Shore as soon as practical in order to comply with the legal duties upon me, or; Where I, the Agent (signing on behalf of the Domestic Client), I confirm that I have advised the Domestic Client of their duties under the Regulations and specifically Regulation 17(3). Unless otherwise provided within this application, the Client is aware that they must provide further information related to previous or any future Principal Designers/Contractors to Shore. If the Principal Contractor changes during the construction program, this change will be notifiable, including the contact information and the dates related to the outgoing and incoming dutyholders; details of this change should be provided to Shore within 14 days of such changes.
4. Shore Engineering Limited Terms and Conditions ([https://wemakeShore.co.uk/terms-and-conditions](https://wemakeshore.co.uk/terms-and-condtitions)).
5. Shore Engineering Limited Privacy Policy ([https://wemakeShore.co.uk/privacy-policy-notice/](https://wemakeshore.co.uk/privacy-policy-notice/)).
6. I have authority to act on behalf of the Client and have obtained their permission to process personal data in accordance with GDPR.
 |
| Signature: |  | Full Name: |  |
| Date: |  |
| ***Please note that this application form must be signed and dated by an authorised signatory and received by Shore at least 5 working days prior to works commencing on site.*** |
| Registered Office: Shore Engineering Ltd, Socotec House, Bretby Business Park, Bretby, Burton-On-Trent, Derbyshire, England, DE15 0YZ |
| Company Registration No: 04563547 | VAT registration number: 805 1455 54 | BR0001-V16 |

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| **Definitions** |
| Client | The Client is any person(s) for whom a project is carried out.  |
| Domestic Client | A ‘Domestic Client’ means a Client for whom a project is being carried out which is not in the course or furtherance of a business of that Client. |
| Construction Phase Start | The date when construction works will physically start on site (this should not include site set up, demolition or enabling works). |
| Commencement (Meaningful Start) | * **Construction of/or horizontal extension** to any building excluding complex buildings (for Complex Buildings see below) - The sub-surface structure of the building or the extension including all foundations, basement levels (if any) and the structure of the ground floor level is complete.
* **All other Building Works** (i.e. loft conversion, office fit outs, internal alterations, general refurbishment works etc) - 15% of the construction works has been completed, as per the Construction Phase Commencement Statement.
* **Construction of/or horizontal extension to Complex Building -** The foundations supporting the buildings and the structure of the lowest floor level of that building (but not other Buildings or structures to be supported by those foundations) are completed.
 |
| Complex Building | * A building which is to be constructed on the same foundation plinth or podium as any other building or structure.
* A building which has more than one storey below ground level.
* A building where its proposed use is primarily as a public building where the public or a section of the public has access to the building (whether or not on payment) provided that the building has a capacity for 100 or more visitors.
 |
| Height of the Building | The height of a building is to be measured from ground level to the finished surface of the floor of the top storey of the building (ignoring any storey which is a roof-top machinery or plant area or consists exclusively of machinery or plant rooms).When determining the number of storeys in a building:1. Any storey below ground level is to be disregarded;
2. Any mezzanine floor is to be regarded as a storey if its internal floor area is at least half of the internal floor area of the largest storey in the building which is not below ground level.

 “Ground level”, in relation to a building, means:1. The level of the surface of the ground immediately adjacent to the building, or;
2. Where the level of the surface of the ground on which the building is situated is not uniform, the level of the lowest part of the surface of the ground immediately adjacent to it.

A storey is “below ground level” if any part of the finished surface of the ceiling of the storey is below the level of the surface of the ground immediately adjacent to that part of the building. |
| Higher-Risk Building (HRB) | HRB’s are defined as those with 7 or more storeys or at least one storey more than 18m above ground level, have 2 or more dwellings, or classed as a hospital or care home and also meet the height criteria.  |
| Higher-Risk Building (HRB) Work | Any construction works that is within a Higher-Risk Building or where the works will result in the creation of a Higer-Risk Building. Independent areas within a Higher-Risk Building may still be controllable by Shore, subject to conditions; please contact us for details. |
| Principal Contractor | This means the contractor appointed under Regulation 11D (Principal Designer and principal contractor) to perform the duties of a principal contractor under the Building Regulations. |
| Principal Designer | This means the designer appointed under Regulation 11D (Principal Designer and principal contractor) to perform the duties of a principal designer under the Building Regulations. |
| Public Building | * A shop or shopping centre.
* Premises where food or drink are sold for consumption on the premises, including a nightclub, social club, or dance hall.
* A stadium, theatre, cinema, concert hall.
* A Sports ground.
* Exhibition hall or conference centre.
* A hospital or premises for the provision of health care.
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**STANDARD TERMS & CONDITIONS FOR THE USE OF SHORE ENGINEERING LTD’S**

**REGISTERED BUILDING CONTROL APPROVER SERVICES**

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

1. **Definitions**

**‘SHORE’ -** Shore Engineering Ltd.

**‘The Act’ –** the Building Act 1984.

**‘The Agent’ –** the person or company identified as “Agent” in the Fee Proposal who may act on the Client’s behalf in respect of the Agreement.

**‘The Agreement’ -** these terms and conditions set out herein and the Fee Proposal.

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**Registered Building Control Approver’ -** a licensed individual or organisation carrying out the duties given to a Registered Building Control Approver by the Building Act 1984 and regulations made under it.

**‘The Building Regulations’ –** the Building Regulations 2010 as amended.

**‘Client’** – any person for whom a project is carried out.

**‘The Fees’** – the fee payable by the Client as identified in the Fee Proposal for the performance of the Services.

**‘The Fee Proposal’** – the fee proposal to which these terms and conditions are attached.

**‘HRB’** – Higher Risk Building as defined by Section 120D of The Building Act 1984.

**‘The Invoice Payer’ –** the invoice payer as identified in the Fee Proposal and if not identified then the Client shall be the “Invoice Payer” for the purposes of the Agreement.

**‘The Initial Notice’ -** an initial notice to the relevant local authority notifying them of the Project under Section 47 of the Building Act 1984.

**‘Insolvent’ –** as defined in section 113, Housing Grants, Construction and Regeneration Act 1996.

**‘DLUHC’ –** Department for Levelling Up, Housing and Communities.

‘**Notice of Contravention’** - a notice of contravention given to the person carrying out the Works or intending to carry out the Works, pursuant to Section 52(2) of the Building Act 1984.

**‘Plans’** – includes drawings, calculations, reports and any other data illustrating the designer’s intentions in respect of the proposed Works**.**

**‘The Project’ –** the project as identified in the Fee Proposal.

**‘The Services’ –** the scope of services as identified in the Fee Proposal.

**‘The Regulations’ –** The Building (Registered Building Control Approvers etc.) (England) Regulations 2024**.**

**‘The Services Commencement Date’ -** as identified and defined in the Fee Proposal. ‘The Site’ – the site identified in the Fee Proposal.

**‘Statutory Functions’ -** the duties of an Register building control approver under the Building Act 1984, regulations made under it and formal guidelines issued by a government department.

**‘The Works’ –** the construction works carried out on the Project.

**‘Construction phase’ –** the period beginning when any building work on a project starts and ending when that project is completed ‘HRB (Higher Risk Building) Work’ - HRB work means **—**

1. the construction of a higher-risk building;
2. work to an existing building that causes it to become a higher-risk building together with any work to the building carried out at the same time as that work;
3. such work, if any, which is necessary to ensure a building that undergoes a material change of use to become a higher-risk building complies with the applicable requirements listed in regulation 6 of the 2010 Regulations (requirements relating to material change of use) together with any work to the building carried out at the same time as that work.

**‘Higher Risk Building’ -** Higher-risk building” means a building in England that

1. is at least 18 metres in height or has at least 7 storeys; and
2. has two or more dwellings or is classed as a hospital or care home and also meets the height criteria, or building types that may from time to time be defined by the Secretary of State.

**Dutyholders –**

**“domestic client**” means a client for whom a project is being carried out which is not in the course or furtherance of a business of that client**; “principal contractor”** means the contractor appointed under regulation 11D of the Building Regulations 2010(principal designer and principal contractor) to perform the duties of a principal contractor under these Regulations;

**“principal designer”** means the designer appointed under regulation 11D of the Building Regulations 2010 (principal designer and principal contractor) to perform the duties of a principal designer under these Regulations;

**“project”** means a project which includes or is intended to include any building work and includes all planning work, design work, management or other work involved in a project until the end of the construction phase;

**“sole contractor”** means a person fulfilling the duties of the principal contractor by virtue of regulation 11D of the Building Regulations 2010

**“sole or lead designer”** means a person fulfilling the duties of the principal designer by virtue of regulation 11D of the Building Regulations 2010.

 **‘Data Protection Legislation’** means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (*(EU) 2016/679*); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended.

**SHORE Services & Obligations**

1. The function of SHORE shall be that of a Registered Building Control Approver. SHORE shall not be responsible for supervising the Works of the contractor or any subcontractors and is not liable for the performance and/or the quality of the works carried out by any contractor or subcontractor. SHORE shall not be liable under or in connection with the Agreement for or as a result of any works and/or services provided by and/or any act or omission of any third party (including without limitation any contractor, consultant or subcontractor).
2. SHORE shall carry out its functions and the Services and/or any Additional Services exercising reasonable skill, care and diligence (the “Duty of Care”). Notwithstanding, any other term of the Agreement, SHORE shall have no greater duty than to exercise the Duty of Care under or in connection with the Agreement and SHORE shall have no fitness for purpose obligations and/or liabilities (whether express or implied) under or in connection with the Agreement.
3. SHORE shall have the right to ask for and receive plans from the Client as may be required to perform the Services. The Client shall ensure that all necessary plans are provided to allow SHORE to determine compliance with the Building Regulations.
4. SHORE shall not, in any way, be responsible for any work carried out by the Client including without limitation any work carried out by the Client before SHORE agrees to act as Registered Building Control Approver in respect of the Project.
5. The Client and not SHORE shall be responsible for the Project’s compliance with the Building Regulations. The Services do not include and SHORE shall not be 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.
6. Having taken reasonable steps to be satisfied that the whole or part of the works has been completed for Building Regulations purposes, SHORE shall send the Final Certificate(s) to the Client. Any Final Certificate issued by SHORE is based on the information and documents provided and the Services and/or any Additional Services 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. If the Works to which the Initial Notice relates is carried out in stages, in such a way that part of the premises on the Site are completed and occupied, then a partial Final Certificate will be issued as detailed in Clause 7 above.
8. SHORE shall not be responsible or liable for any delay in issuing the Final Certificate and shall not be responsible or liable for any additional fees that are payable to the relevant local authority and/or any other costs as a result of any delay to the issue of the Final Certificate. The Client shall not (and shall ensure that a third party shall not) take possession of the works forming part of the Project and/or issue any certificate of completion under the building contract to which the Works relate, unless the Final Certificate has been issued.

**Responsibility of the Client**

1. The Client shall ensure that reasonable access and safe access to the Site and facilities are provided at all reasonable times to allow SHORE staff to make necessary inspections. The Client shall procure such access and certification from any consultant, contractor or sub-contractor as is reasonably requested.
2. The Client shall give SHORE at least 48 hours’ notice before commencement of Works on Site and not more than five days after the day on which the work is to be regarded as commenced the person carrying out the work must give a notice to that effect.
3. The Client shall ensure that SHORE are regularly kept informed of the progress of the Works, including without limitation in relation to:
4. ground excavations and foundations;
5. structural reinforcement and other structural elements;
6. damp proof courses and membranes;
7. above and below ground drainage and ventilation ducts; and/or
8. occupation or completion.
9. The Client shall ensure that SHORE is given reasonable notice and as a minimum no less than 24 hours to inspect the items pursuant to Clause 13 above, save for in respect of Clause 13(e) in respect of which SHORE shall be given no less than 15 days’ notice prior to occupation of the Site and/or completion of the Project.
10. The Client shall make arrangements to allow SHORE staff to witness tests as required by SHORE for performance of the Services and/or any Additional Services, including without limitation, in respect of drainage, ventilations ductwork, emergency lighting, and/or fire alarms for Building Regulations compliance purposes. Payment of all test equipment, training and expenses incurred to carry out such tests shall be the responsibility of the Client.
11. The Client is responsible for making any required build over agreement with the relevant water authority and is liable to make payment of any related fee payable to that water authority.
12. The Client shall provide such information, documents and assistance as SHORE may reasonably require or request from time to time in order to facilitate the timely provision of the Services and/or any Additional Services.
13. The Client shall be entirely responsible for the design construction and management of the Project.
14. The Client shall be entirely responsible for obtaining and implementing all necessary permits, licences and approvals, save to the extent set out in the Services and/or agreed in writing by SHORE before undertaking Additional Services.
15. The Services do not include the carrying out of inspections and/or plan checking relating to the Building Regulations Part P ‘Electrical Safety’. The Client shall ensure that the electrical contractor appointed to the Project is registered with one of the Building Regulations Part P certification schemes and is able to provide the appropriate certification.
16. The Client accepts that for domestic schemes, that the Client shall ensure that all electrical and heating systems on the Project shall be installed by competent persons under self-certification schemes as set out on the UK government’s website page entitled “Competent person scheme - current schemes and how schemes are authorised” (accessible at website address: https://www.gov.uk/guidance/competent-person-schemecurrent-schemes-and-how-schemes-are-authorised) in respect of, without limitation, the Building Regulations Part P, Gas Safe, NICEIC, OFTEC,and HETAS. The Client acknowledges that any work relating to self-certification schemes does not form part of the Services, including without limitation any Building Regulations approvals provided by SHORE.
17. In accordance with regulation 19 The Building (Registered Building Control Approvers etc.) (England) Regulations 2024, the Client must carry out their duties as a dutyholder and give notice of any other dutyholders, and to any changes to dutyholders during the course of the project. SHORE will not be responsible for determining or monitoring the roles of dutyholders.
18. Where work described in an Initial Notice is complete, the Client must give SHORE notice to this effect via a Compliance Declaration.
19. Where work described in an Initial Notice is complete, the Client must ensure that the Principal Contractor and Principal Designer, if applicable, have provided Compliance Declarations to confirm that they have fulfilled their duties under the Building Regulations.
20. Where work described in an Initial Notice is complete, the Client must ensure that any previous dutyholders have provided Compliance Declarations to confirm that they have fulfilled their duties under the Building Regulations during the time they were listed as dutyholders on the project.

**Fees**

1. The Invoice Payer shall make payment to SHORE of the Fee, any Additional Fee and/or any disbursements, expenses, charges and/or other amounts incurred by SHORE in respect of the performance of the Services and/or any Additional Services.
2. In accordance with the terms of the Fee Proposal, SHORE shall submit an invoice to the Invoice Payer for the monies due under the Agreement on the dates and/or intervals stated in the Fee Proposal.
3. The Invoice Payer shall pay SHORE the sum stated as due in SHORE’s invoice(s) no later than 30 days from the date of each invoice issued to the Invoice Payer by SHORE (“Final Date for Payment”).
4. SHORE may suspend the Services/and or any Additional Services (in whole or in part) and/or any obligation under the Agreement by giving not less than 7 days’ written notice following a failure by the Invoice Payer to pay the sum stated as due and payable in the relevant invoice issued to the Invoice Payer by SHORE.
5. Without prejudice to Clause 26, in the event that the Invoice Payer fails to pay any amount due and payable to SHORE by the Final Date for Payment, the Invoice Payer shall pay interest to SHORE at 8% above the Bank of England official dealing rate on the amount due, payable and unpaid from the Final Date for Payment to the date payment of the amounts due and payable are made. Acceptance of a payment of interest under this Clause 27 shall not be construed as a waiver of SHORE’s right to proper payment of the principal amount due and payable. Payments not received in full within 60 days of the date of any invoice issued in respect of the project may attract a charge of 10% of the invoice value for debt collection services. We also reserve the right to cancel the Initial Notice.
6. The Invoice Payer shall comply with the payment information set out in the Fee Proposal.
7. The Invoice Payer is responsible for any fees that may be incurred to facilitate a third party review of computational fluid dynamics analysis for fire engineered projects.
8. The Invoice Payer is responsible for any fees that may be incurred to facilitate a third party review of the structural design calculations and drawings.
9. SHORE shall not be liable for the appointment or payment of any consultant who may need to be appointed to prove compliance with Building Regulations.
10. If:
11. the Client instructs SHORE, to perform any services and/or other duties than the Services;
12. SHORE provides any additional or alternative services to the Services and/or variation of the Services;
13. the Services and/or any services pursuant to Clauses 32 (a) and (b) are delayed, disrupted and/or prolonged;

(“**Additional Services**”) in either case for reasons outside SHORE’s control and which do not arise as a result of any negligence, breach or default by SHORE, SHORE shall be entitled to payment of an additional fee to the Fee, calculated in accordance with SHORE’s hourly rates as set out in the Fee Proposal (“**Additional Fee**”) and SHORE shall be entitled to a fair and reasonable extension of time to any programme and/or timescales set out in the Agreement.

1. For the purpose of the Agreement, “**Relevant Event**” shall mean:
2. any change in any law (including without limitation any change in law as a result of or in connection with the Independent Review of Building Regulations and Fire Safety led by Dame Judith Hackitt);
3. COVID-19, any pandemic, any epidemic and/or the consequences of COVID-19, any pandemic, and/or any epidemic, and/or
4. the UK having ceased to be a member state of the EU (“**Brexit**”) and/or any consequences of Brexit.
5. If SHORE performs any Additional Services due to a Relevant Event, SHORE shall be entitled to (i) payment of an Additional Fee; and/or (ii) a fair and reasonable extension of time to perform the Services and/or Additional Services in respect of any programme and/or timescale pursuant to the Agreement. The length of time for the ‘construction phase’ have been stipulated in the fee quotation. Unless otherwise stated or agreed should the works not be completed in this timescale additional fees may be payable commensurate with the Services performed.
6. The fee proposal has been based on a maximum number of inspections. If this number is exceeded SHORE reserve the right to make reasonable charges for each additional inspection.

**Cancellation of Initial Notices**

1. SHORE shall cancel the Initial Notice by sending a Notice of Cancellation to the Local Authority in the following circumstances:
2. after a formal Notice of Contravention has been served by SHORE and no action has been taken by the Client to rectify the contraventions within 3 months of receipt of the notice;
3. SHORE is prevented from carrying out their legitimate functions as Registered Building Control Approver for the Project due to undue restrictions imposed by the Client or their agents allowing reasonable access to inspect the Works on Site;
4. SHORE is prevented from making Site inspections due to dangerous or unsafe conditions on Site;
5. failure on the part of the Client or any other relevant person to submit plans in a reasonable period of time as notified to SHORE;
6. any other condition or situation that prevents SHORE from carrying out its Statutory Functions as Registered Building Control Approver;
7. non-payment of any sums due and payable to SHORE (part or full) by the Final Date for Payment pursuant to Clause 26
8. lack of contact from the Client or other relevant dutyholders regarding progress of works;
9. no declaration from the relevant Dutyholders confirming compliance with the Building Regulations; and/or
10. where a member of our team or representative has been subjected to behaviour as set out in Clause 68
11. If SHORE cancel the Initial Notice for any reason fees already paid for the services are non-refundable.

**Professional Indemnity Insurance**

1. SHORE shall, provided it is available at commercially reasonable rates and on commercially reasonable terms, maintain professional indemnity insurance and public liability insurance in compliance with the guidelines issued by the DLUHC in respect of the maintenance of suitable insurance.
2. SHORE shall on written request from the Client provide evidence that the insurance pursuant to Clause 38 is properly maintained. SHORE shall inform the Client if the insurance referred to in Clause 38 above ceases to be available.
3. Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs, the liability of SHORE for any loss or damage (“the loss or damage”) under the Agreement shall be limited to that proportion as it would be just and equitable for SHORE to pay having regard to the extent of its responsibility for the loss or damage and on the assumptions that:
4. all other consultants, contractors, subcontractors, and advisers engaged in connection with the Project have provided contractual undertakings on terms no less onerous than those in Clauses 2 to 9 inclusive to the Client in respect of the carrying out of their obligations in connection with the Project;
5. there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this Clause 39 and any such other party who is responsible to any extent for the loss or damage is contractually liable to the Client for the loss or damage; and
6. all the parties in this Clause 39 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 the loss or damage.
7. SHORE shall not be liable under or in connection with the Agreement (whether in contract, tort (including negligence) or otherwise) for any loss of investment, loss of contract, loss of production, loss of profit, loss of time, loss of use or any indirect or consequential loss, howsoever incurred.
8. Notwithstanding the manner of the execution of the Agreement, no action or proceedings shall be commenced against SHORE under or in connection with the Agreement after the expiry of 6 years from the date of completion of the Services and/or any Additional Services under the Agreement or, if earlier, 6 years from the date of termination of the Agreement.
9. Under in connection with the Agreement, SHORE shall have no liability whatsoever and however so arising out of or in connection with asbestos.
10. SHORE shall not be in breach of the Agreement and shall have no liability arising under or in connection with the Agreement as a result of (i) any failure to perform the Services and/or any Additional Services, and/or (ii) delay and/or prolongation to the Services and/or any Additional Services, as a result of a Relevant Event.
11. SHORE shall not be responsible for the supervision of any contractor or subcontractor and/or for ensuring the performance or adequate standard of workmanship of any contractor or subcontractor. SHORE shall not be liable under or in connection with the Agreement for or as a result of any work and/or services provided by and/or any act or omission of any third party (including without limitation any contractor, consultant or sub-contractor).

The Client acknowledges that individuals engaged by the SHORE, or any individual directors of the SHORE shall be entitled to enforce this term of contract pursuant to the Contracts (Rights to Third Parties) Act 1999.

The Client shall look only to the SHORE (and not to individuals engaged by it or to any individual directors of the SHORE ) for redress in respect of the Services. The Client agrees not to pursue any claims in contract, in tort (including negligence), for breach of statutory duty or otherwise against any such individuals as a result of carrying out its obligations under or in connection with the Services. The Client acknowledges that such individuals are entitled to enforce these Terms of Business pursuant to the Contracts (Rights of Third Parties) Act 1999.

**Limits of Liability**

1. Notwithstanding any other term of the Agreement, SHORE’s total aggregate liability (including, without limitation, legal costs and interest) under or in connection with the Agreement, whether in contract, tort (including negligence), or for breach of statutory duty or otherwise, shall be limited to £1,000,000 or five times the amount equal to five times the fees whichever is lesser. nothing in the Contract limits liability for death or personal injury caused by negligence; or fraud or fraudulent misrepresentation.
2. Without prejudice to the limitation of liability in Clause 40, SHORE’s liability (including without limitation legal costs and interest) under or in connection with the Agreement in respect of any losses, claims, damages, costs, expenses, demands, and/or any other liability directly or indirectly arising out of the fire resistant and/or fire retardant characteristics of external cladding systems, shall be limited to the lesser of £1 million (one million pounds) or the amount recoverable under SHORE’s professional indemnity insurance policy.

**Termination**

1. The Client may terminate the Agreement forthwith by written notice to SHORE if:
2. SHORE is in material breach of its obligations under the Agreement and has failed to remedy the breach within 28 days of the date of a notice of the breach from the Client; or
3. SHORE becomes Insolvent.
4. SHORE may terminate the Agreement forthwith by written notice to the Client if:
5. the Client is in material breach of the Agreement of its obligations under the Agreement and has failed to remedy the breach within 28 days of the date of a notice of the breach from SHORE;
6. the Invoice Payer has failed to make payment of any sums due and payable under the Agreement by the Final Date for Payment and the
7. Invoice Payer has failed to remedy its failure to make payment of such sums within 28 days from the date of a notice from SHORE notifying the Invoice Payer to make payment of such sums;
8. SHORE reasonably believes that it will not be in a position to issue a Final Certificate;
9. the Client becomes Insolvent;
10. SHORE considers that there is a conflict between its obligations under the Agreement and the Statutory Functions;
11. SHORE considers that it is necessary to cancel the Initial Notice under Section 52(1) of the Building Act 1984;
12. SHORE reasonably believes that it is impossible or impracticable to perform the Services and/or any Additional Services as a result of any circumstances for which SHORE is not responsible; and/or
13. SHORE is unable to maintain professional indemnity insurance and public liability insurance in compliance with the guidelines issued by the DLUHC.
14. SHORE shall have no liability where a Local Authority rejects an Initial Notice due to inaccurate information from the Client and or any dutyholder.
15. Following any notice of termination by SHORE or the Client, SHORE shall be entitled to:
16. write to the relevant local authority (with a copy to the Client) cancelling the Initial Notice, in which case SHORE’s functions as Approved Inspector will revert to the relevant local authority and SHORE will be discharged from all requirements to complete the Services and/ or any
17. Additional Services; and/or
18. at SHORE’s discretion, issue a Final Certificate in respect of part of the Works forming part of the Project.

**HRB**

1. If at any time SHORE become aware that the project is or by virtue of the works is to become an ‘HRB’ the Initial Notice will be cancelled in accordance with clause 21 of the Regulations.
2. It is the responsibility of the Client/relevant dutyholders to determine if the building is classed as an HRB. A declaration from the Client/relevant dutyholders may be required on appointment and on completion.

**Consequences of Termination**

1. If the Agreement has been terminated, the Invoice Payer shall pay SHORE any instalments of any monies due and payable up to and including the date of termination together with a fair and reasonable proportion of the next instalment of the Fee commensurate with the Services performed. Any Additional Fee in respect of any Additional Services performed by SHORE, any disbursements, expenses, charges and/or other amounts incurred in respect of the Services and/or Additional Services up to the date of termination are also payable.
2. Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the Client or SHORE which exist at the date of termination.

**Intellectual Property Rights**

1. The intellectual property rights in all documents produced by SHORE under the Agreement (the “Documents”) shall vest or remain vested in SHORE. The Client shall have a revocable, non-exclusive, terminable, royalty free licence which shall be revocable following non-payment of any sums due and payable to SHORE under the Agreement.
2. SHORE shall only be liable for the use of the Documents for the purposes for which they were prepared.

**Miscellaneous**

1. The Client agrees not to pursue any claims under or in connection with the Agreement (whether in contract, in tort (including negligence), for breach of statutory duty or otherwise) against any individuals engaged by SHORE or any individual directors or members of SHORE. Nothing in the Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of the Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999. SHORE 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 Agreement.
2. Neither Party may assign its rights and/or benefits under the Agreement.
3. The Agreement is subject to the law of England and Wales and the Client and SHORE submit to the exclusive jurisdiction of the courts of England and Wales.
4. If the Client is not satisfied with the SHORE performance of the Services or any Additional Work, without prejudice to its right to refer a dispute to the court or adjudication, it shall be entitled to request that the SHORE implements its complaints handling procedure (a copy of which is to be supplied to the Client at its request).The Client and SHORE 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.
5. Either the Client or the SHORE may at any time refer a dispute or difference arising under or in connection with the Contract to adjudication in accordance with the edition of CIC Model Adjudication Procedure current at the date of the adjudication notice. The adjudicator shall be appointed by CIC.
6. No one has any right to enforce any term of this contact under the Contracts (Rights of Third Parties) Act 1999, except as set out in clause X or Y [CC email version 24.01.24 says Clause 7 or 10.5.so will need to refer back to his source].
7. The date of the Agreement shall have effect as if it had been signed on the Services Commencement Date.
8. Any notice to be given by SHORE, the Client, the Agent and/or the Invoice Payer shall be deemed to be duly given if it is (i) delivered by hand, (ii) sent by recorded (signed for), (iii) sent by special delivery, and/or (iv) sent by electronic mail or other electronic means (“Electronic
9. Communication”) to SHORE, the Client, the Agent and/or the Invoice Payer at their respective addresses as identified in the Fee Proposal and/or the addresses otherwise communicated in writing before the date the relevant notice is sent by the party sends the notice (the “Sending Party”) to the party who receives the notice (the “Receiving Party”). Any such notice, if sent by recorded (signed for) or special delivery, shall be deemed to have been received 48 hours after being posted (subject to proof to the contrary) and/or if delivered by hand and/or Electronic Communication, the relevant notice shall be deemed to be delivered on the date of receipt of the notice by the Receiving Party. Any other effective means of service of notice, agreed by the parties in writing, shall also be treated as valid service for the purposes of the Agreement.
10. Any reference to “days” in this Agreement shall for the avoidance of doubt mean calendar days.
11. Details included in the acceptance notice supplied by the client or on behalf of the client by the agent, including email addresses and phone number will be used on the Initial Notice submitted to the Local Authority on behalf of the client.
12. Shore will not tolerate or condone any form of aggressive behaviour or abuse towards its employees or representatives, whether in person, over the telephone or by text / email. Aggressive or abusive behaviour includes language that may cause staff to feel threatened or abused and may include threats, personal verbal abuse, derogatory remarks and rudeness. The use of swear words in written or verbal communication will not be tolerated; we will not respond to communication of this type. We consider inflammatory statements, remarks of a racial or discriminatory nature and unsubstantiated allegations, to be abusive behaviour. Shore Engineering Ltd will not tolerate unacceptable demands placed upon our staff; a demand becomes unacceptable when it starts to, or when complying with the demand would impact excessively on the workload of our staff. This includes unreasonable levels of communication. For further details of our policy on aggressive behaviour / abuse, or unacceptable demands / over-communication, please contact the HR Department.

**Data Protection**

1. Both parties will comply with all applicable requirements of the Data Protection Legislation.
2. The parties acknowledge that for the purposes of the Data Protection Legislation, SHORE is the controller, and the Client is the processor.
3. All personal data (as defined in the Data Protection Legislation) will be processed in accordance with the SHORE privacy policy.

**Variation**

1. No variation of the Contract shall be effective unless it is in writing and signed by the parties.

**Entire agreement**

1. The Contract constitutes the entire contract between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
3. The Directors of SHORE reserve the right, at their sole discretion, to transfer any project (whether or not a transfer certificate etc. is issued or required) to another Registered Building Control Approver with the SOCOTEC Buildings & Real Estate Holdings Ltd group, with a continuation of the terms and conditions of appointment.

**Severance**

1. If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

**Shore Engineering Ltd are a Register Building Control Approver regulated by the Building Safety Regulator**