

Standard Terms and Conditions

1. Service and Obligations of Stroma Building Control

- 1.1. The function of Stroma Building Control Limited (SBC) shall be that of a Registered Building Control Approver, as defined within the Building Act 1984 and Regulation 8 of the Building (Approved Inspector etc.) Regulations 2010 shall carry out these functions with integrity, adequate resources and professionally and practically, exercising reasonable skill, care, and the diligence to be expected of an appropriately qualified and competent expert with knowledge of the construction standards.
- 1.2. SBC has fully adopted the Government's Building Control Performance Standards.
- 1.3. On receipt of an acceptance of a quote (by digital confirmation, email or signature) or an instruction using an online Initial Notice Request or Project Information sheet, SBC shall submit an Initial Notice to the relevant local authority, as required by The Building (Approved Inspectors etc.) Regulations. Accepting these terms and conditions authorises SBC to sign any legal documents jointly served on the local authority.
- 1.4. SBC shall have the right to ask for plans and any other relevant information to determine whether the design complies with the Building Regulations.
- 1.5. SBC may check the plans for compliance with the Building Regulations and send the nominated party, Agent or legal Dutyholder a request for further information as SBC deems necessary.
- 1.6. Where required by The Building (Approved Inspectors etc.) Regulations: SBC shall consult the fire and rescue authority and/or sewerage undertaker and forward their comments when applicable.
- 1.7. It is brought to the attention of the person responsible for the building work that if the work involves commercial property or, in the case of flats which contain common areas, the Dutyholder will be bound by their obligation to Regulation 38 of the Building Regulations 2010; and provide all fire safety information to the building's occupier before the building's occupation. The Fire Safety (Regulatory Reform) Order 2005 states that a Fire Risk Assessment should be in place on the day of occupation of any part of the property. For further information, please enquire with your local SBC office. SBC reserve the right to request that this obligation has been undertaken.
- 1.8. SBC will undertake site inspections in line with the building control inspection regime, which is available at the following link: <https://stromabc.com/media/3vme2s0x/inspection-notification-framework-v13.pdf>. SBC reserves the right to request that we be notified at other work stages. Such stages will be notified via the plan check or approval document or the site inspection record sheet.
- 1.9. SBC reserve the right to undertake such site inspections as are reasonable on a remote basis using photographic or other suitable electronic media evidence at the Company's discretion. Where such future changes in legislation occur, removing the ability of SBC to accept such remote inspection evidence, SBC reserves the right to increase the agreed fee to cover the additional cost of providing the required physical site inspection by an SBC Registered Building Inspector.
- 1.10. SBC reserve the right to undertake such site inspections as are reasonable on a remote basis using photographic or other suitable electronic media evidence at the Company's discretion. Where such future changes in legislation occur, removing the ability of SBC to accept such remote inspection evidence, SBC reserves the right to increase the agreed fee to cover the additional cost of providing the required physical site inspection by an SBC Registered Building Inspector.
- 1.11. Unless otherwise stated within the quotation, the fee is exclusive of the expense involved in third-party checks required to check fire engineering solutions, including CFD analysis, etc. This sum is charged in addition to the SBC building regulation fee for the named fire engineer or fire engineering consultant at a cost recovery basis.
- 1.12. Where works on site are paused for a period of more than six months during construction the project shall be considered 'Dormant'. Where issues identified on site are not properly remedied within three months of the completion inspection then the project shall be considered in a 'Prolonged Extension of Time. SBC reserve the right to charge an increased fee for the additional monitoring required during any Dormant or Prolonged Extension of Time period. This fee shall be £200 per three month period.

- 1.13. SBC can request certificates and witness tests for any applicable construction element to assess reasonable compliance with the relevant regulation. SBC reserve the right to request information such as, but not limited to, that detailed in the Building Control Completion Checklist, which is available at the following link: <https://stromabc.com/company/key-documents/>.
- 1.14. SBC will issue a Final Certificate once it is satisfied that the work appears to satisfy the requirements of Regulation 8 of the Building (Approved Inspector etc.) Regulations 2010.
- 1.15. SBC take full responsibility for giving the necessary statutory notices and certificates regarding the project to the relevant local authorities.
- 1.16. SBC shall not supervise any contractor or subcontractor, nor shall they be responsible for ensuring the performance or adequate workmanship of any contractor or subcontractor.

2. Responsibility of the Client

- 2.1. The Client shall pay SBC for the services and the performance of any additional work under the terms of this contract. Where different types or distinct pieces of work are included on the same project, these are to be undertaken concurrently. If the works are to be undertaken separately, the Client must notify SBC immediately, and an additional fee may be required.
- 2.2. The Client shall be entirely responsible for the project's design, construction and management and any additional work per their responsibilities to Part 2A of the Building Regulations 2010. SBC has produced a leaflet which summarises your responsibilities, which can be downloaded from the following link: <https://stromabc.com/media/ballqaha/dutyholder-guidance-document.pdf>
- 2.3. The Client shall be entirely responsible for obtaining and implementing all necessary permits, licences and approvals, except those which form part of the Services or any additional work.
- 2.4. The Client shall ensure that all necessary plans and information are provided to allow SBC to determine compliance with the Building Regulations. Where the Client is a Domestic Client (refer to the link in Section 2.2 above), these responsibilities pass to the Principal or Sole Contractor as defined within the Building Regulations.
- 2.5. The Client shall ensure adequate notification of the necessary stage of work and safe access to the site and facilities are provided at all reasonable times, allowing SBC employees to make necessary inspections.
- 2.6. The Client shall make arrangements to allow SBC employees to witness tests on drainage, ventilation ductwork, emergency lighting, fire alarms, etc., to determine likely compliance with the Building Regulations. All test equipment, training, and expenses incurred to carry out such tests are the Client's and the Dutyholders responsibility.
- 2.7. The Client shall appoint SBC in writing, through a signed application form, before any work is carried out concerning the function. The Client may also apply via email provided that acceptance of the Standard Terms and Conditions has been confirmed.
- 2.8. The Client shall notify SBC before the work starts on-site so that the Building Control Inspection Regime can be implemented. The regime is available at the following link: <https://stromabc.com/media/3vme2s0x/inspection-notification-framework-v13.pdf>. SBC reserves the right to request that we be notified at other work stages. Such stages will be notified via the plan check or approval document or the site inspection record sheet.
- 2.9. The Client will notify SBC via email or in writing when the work commences. Please see the following leaflet defining commencement: <https://stromabc.com/media/ballqaha/dutyholder-guidance-document.pdf>.
- 2.10. The Client and Dutyholders will ensure that the Dutyholder completion declarations are made before a final inspection is undertaken. These declarations can be made on the following web link: <https://stromabc.com/company/key-documents/>.
- 2.11. For new dwellings or dwellings created by a material change of use, the requirement for a Standard Assessment Procedure (SAP) calculation and Energy Performance Certificate (EPC) and any associated fees is the Client's responsibility, not SBC.
- 2.12. For new commercial buildings, the requirement for a Simplified Building Energy Model (SBEM) calculation and any associated fees is the responsibility of the Client and not SBC.
- 2.13. For domestic schemes, electrical and space heating systems should be installed by competent persons see <https://www.gov.uk/government/policies/building-regulation>) and they should provide the relevant certification, e.g., Gas Safe, NICEIC, ELECSA, OFTEC, NAPIT, etc. when the work is completed.
- 2.14. When a registered competent person undertakes work, such installations do not form part of the Building Regulations approval provided by SBC and, at any time excluded from the initial notice-controlled works. Suppose certification is unavailable; a copy of the competent person's details may be sufficient for SBC to judge whether the works have been competently undertaken. SBC will require the installer's name and the relevant competent person scheme registration details to confirm likely compliance.

Where an installer does not have accreditation, SBC reserves the right to charge an additional fee to cover additional inspections of the work. This work will be carried out by SBC or other third-party inspection and test bodies SBC must appoint to confirm likely compliance.

3. Cancellation of Initial Notices and Termination

- 3.1. SBC shall cancel the Initial Notice by sending a Notice of Cancellation to the local authority in the following circumstances:
 - 3.1.1. SBC may terminate this contract forthwith if the Client, designer, principal designer, contractor or Principal Contractor is in material breach of its obligations under this contract and has failed to remedy the breach within 28 days of the date of a notice of the breach from SBC.
 - 3.1.2. After a formal Notice of Contravention has been served and the Client or Dutyholder has taken no action to regularise the contraventions within the prescribed time limit (three months).
 - 3.1.3. SBC is prevented from carrying out their legitimate functions as Registered Building Control Approver for the project by undue restrictions placed upon them by the Client or their agents.
 - 3.1.4. SBC is prevented from making site inspections due to dangerous or unsafe conditions.
 - 3.1.5. Failure on the part of the Client to submit requested information in a reasonable time.
 - 3.1.6. Any other condition or situation that prevents SBC from carrying out its function as a Registered Building Control Approver or where SBC reasonably believes that it will not be able to issue a final certificate upon the completion of work.
 - 3.1.7. Non-payment of fees on time will result in SBC being unwilling to provide the service, and as such, the service will be withheld. Under Section 52(3) of the Building Act 1984, the person undertaking the work (the building owner) must cancel the Initial Notice, and the work's control will revert to the Local Authority.
 - 3.1.8. The Client may terminate this contract if SBC is in material breach of its obligations and has failed to remedy the breach within 28 days of the date of a notice of the breach from the Client or SBC becomes insolvent.
 - 3.1.9. The Client shall look only to the Registered Building Control Approver (and not to individuals engaged by the Registered Building Control Approver or any individual directors or members of the Registered Building Control Approver) for redress if the Client considers that there has been any breach of this contract. The Client agrees not to pursue any claims in contract, in tort (including negligence), for breach of statutory duty or otherwise against any individuals as a result of carrying out its obligations under or in connection with this contract at any time. The Client acknowledges that such individuals are entitled to enforce this contract term according to the Contracts (Rights of third parties) Act 1999.
 - 3.1.10. The Client and SBC can give notice to each other in writing under this contract by personal delivery. They can also give notice by recorded or special delivery, in which case delivery is effective two working days after posting.

4. Professional Indemnity Insurance

- 4.1. SBC is required to comply with the guidelines issued by the Building Safety Regulator concerning the maintenance of professional indemnity insurance.
- 4.2. SBC shall immediately inform the Client if the insurance referred to above ceases to be valid.

5. Local Acts

- 5.1. Registered Building Control Approvers do not enforce Local Acts; a separate application may need to be submitted, and an additional fee may be payable to the enforcing body. SBC will not be responsible for submitting the application or paying fees. However, SBC may assist with negotiations subject to the agreement of fees for this service.

6. CDM Regulations

- 6.1. SBC is not a 'Dutyholder' under the Construction (Design and Management) Regulations 2015 (CDM Regulations) and, therefore, does not prepare or modify designs for a building, product or system relating to construction work.
- 6.2. SBC advises that you seek guidance from a CDM professional to ensure compliance with your responsibilities under these regulations: <http://www.hse.gov.uk/pubns/books/l153.htm>.
- 6.3. SBC requires sufficient welfare provisions to be made available to all SBC Registered Building Inspectors whilst carrying out their duties on-site. Should this not be available, the SBC Registered Building Inspector may not be able to attend or remain on-site. You should notify SBC in advance of the arranged site inspection if you are not able to provide welfare facilities.
- 6.4. Although the roles prescribed within the Building Safety Act 2022 and Building Regulations 2010 are similarly described as the CDM Regulations, the Dutyholder obligations concerning Building Regulation compliance differ. See point Section 2.

7. Terms of Payment

- 7.1. All applications and Project Information Sheet should state the person or Company responsible for paying fees with an address for invoices, an email address and a contact telephone number.
- 7.2. Where an application is placed on behalf of a third party, this Client must take responsibility for payment of the fee. It is the responsibility of the person who places the submission with SBC to ensure that this Client is fully apprised of the fee and its payment terms.
- 7.3. All payment requests are due within 30 days of the issue date, including VAT as applicable, unless terms have otherwise been formally agreed.
- 7.4. All fees will be invoiced per the quotation document issued. Generally, plan fees are invoiced upon the submission's receipt; inspection fees will be invoiced as works commence on-site. Staged inspection fees may be agreed upon request.
- 7.5. All fees stated on the quotation will exclude VAT unless otherwise stated.
- 7.6. Requests for payment for site inspection will be issued once the first inspection is carried out unless other payment terms have been agreed between parties.
- 7.7. If a project has not commenced on site within 12 months of the Initial Notice, then SBC reserves the right to apply an annual increase to the inspection fee of 5%.
- 7.8. Where a project has not commenced on site within three years of the date of the Initial Notice, then that Initial Notice is deemed to have expired under The Building (Approved Inspectors etc.) Regulations 2010 and a new application will be required.
- 7.9. Non-payment of fees on time will result in the service being suspended, and therefore, any details submitted to us will not be checked for compliance, and site inspections will not be undertaken. All work will, therefore, be undertaken at the Client's own risk. Non-payment of fees on time will result in SBC being unwilling to provide the service, and as such, under Section 52(3) of the Building Act 1984, the person undertaking the work will be required to cancel the Initial Notice and the control of the work will revert to the Local Authority. http://www.financial-ombudsman.org.uk/publications/technical_notes/debtcollecting-note.html.
- 7.10. Instalments may be arranged in advance at the discretion of any Regional Manager, Director or the Invoice Recovery Manager.
- 7.11. All fees must be paid in full before issuing a Final Certificate.
- 7.12. SBC will be entitled to the total fee regardless of the number of site visits made where the project is abandoned.
- 7.13. If the scope of the work changes to the extent that it becomes substantially different to that described in the Initial Notice, or amendments are made to the project requiring additional plan checking, consultations or inspection, then SBC shall be entitled to additional payment. The amount will be subject to an agreement between SBC and the Client.
- 7.14. If the project should result in a dispute between the Client and a third party, then SBC shall be entitled to make reasonable charges to recover additional costs on the project.
- 7.15. SBC reserve the right to charge additional fees for any of the following: where different types or distinct pieces of work on the same project are not undertaken concurrently; for abortive site inspection work; where repeated visits have been required to ascertain likely compliance; where the scope of the inspections requested exceeds the SBC inspection regime; all additional fees will be charged at the Regional Offices hourly rate. This will generally be notified to you before any additional site inspections.

8. Copyright

- 8.1. The copyright in all documents prepared by SBC in providing the services shall remain the property of SBC unless a financial agreement is made.

9. Information

- 9.1. For the benefit of applications which involve developments which create new dwellinghouses or any works subject to a building guarantee or warranty, the Client permits SBC to pass on a copy of relevant inspection history, including site notes, photographs and certification of services etc. to their third-party Warranty provider. If the Client would prefer that this information was not passed on for any reason, representation to their local or SBC head office before the commencement of works.
- 9.2. SBC may share your information with Partnered companies so that they may contact you to provide quotations relevant to the proposed work in the fields of Energy Surveying, Warranty/Latent Defects cover, Air and Sound Testing, Fire Safety and Inclusive Design services. You are not obliged to take up any offer, but these capabilities are to add value to our service offering. Please let your Project Manager know if you would prefer not to be contacted with such offers.

10. Complaints

- 10.1. If the Client has a complaint in respect of the performance of services by SBC, under this agreement, without prejudice to any other remedy available, they shall be entitled to have access to the Complaints Handling Procedure (CHP) which can be accessed at: <https://stromabc.com/contact/complaints/>.

Written copies of the CHP are available upon request from:

- Writing - 17 Morston Court, Kingswood, Lakeside, Cannock, WS11 8JB
 - Email - bc-complaints@stromabc.com
 - Telephone - 01543 735266
- 10.2. Clarification on what may be considered a complaint is on our website in the 'Service Level Agreement' document, a link to which is found here: <https://stromabc.com/media/lmjh3zrq/service-level-agreement-v15.pdf>
- 10.3. As with all building work, the owner and occupier of the property or land in question and the Principal Contractor are ultimately responsible for complying with the building regulations. It is SBC's role to determine, as far as can be reasonably ascertained, that the work complies and is being undertaken competently.
- 10.4. Dutyholders and SBC shall consider whether any dispute or difference between them is suitable for resolution by mediation, and if so, shall take the appropriate steps to resolve the dispute of difference by mediation [this section does not apply to a Domestic Client].

The role of building control is to act as an independent third-party check, and Registered Building Control Approver's are required to take such steps as are reasonable to enable it to be satisfied, within the limits of professional skill and care, that the work within the scope of a valid initial notice is compliant with the applicable building regulations.

It is not the role of building control to:

- Provide quality control of the work.
- Provide a 'clerk of works' service monitoring every stage of the construction process.
- Provide a service to address issues such as the aesthetics of the work where these issues relate to matters uncontrolled by the building regulations.
- Provide a service to offer contractual protection between the person carrying out the work and the Dutyholders engaged in the work.
- Provide a guarantee of compliance with the building regulations.

The appointment of a building control body does not remove the obligation of the person carrying out the work and Dutyholders to achieve compliance. Further information is available within the frequently asked questions (FAQs), which is available at the following link: <https://stromabc.com/media/vkxfo1aw/frequently-asked-questions-v16.pdf>.

11. Liability

- 11.1. The liability of SBC shall be limited to such sum as would be just and equitable for SBC to pay, having regard to the extent of the responsibility of SBC for the damage suffered on the basis that all statutory Dutyholders, Consultants, Contractors, and 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 to have regard to the extent of their responsibility for such loss or damage. In assessing any liability arising from this agreement, SBC's liability will be determined as that of the local authority having due regard to the limitations imposed by findings in the *Murphy v Brentwood District Council* (1989) 88 LGR 333CA. This reference is to a House of Lords decision limiting financial recovery from a building control body of pure economic loss in tort. We would also reference the Court of Appeal decision in *Lessees and Management Company of Herons Court v Heronslea Ltd and others* (2019) and the High Court decision in *Zagora Management and Others Ltd v Zurich Insurance PLC and Others*.
- 11.2. Subject to such other sum we may agree in writing, without affecting any other limitation or exclusion clauses, SBC's liability under or in connection with this contract shall be limited in the aggregate to the lesser of:
- 11.2.1. A sum equivalent to ten times the total fee payable under this contract.
- 11.2.2. £1million.

always provided that SBC's liability shall be further limited and shall not exceed such sum as SBC is entitled to recover under the terms of its professional indemnity insurance policy (always provided that SBC is not in breach of either the terms of such policy or its obligation to maintain professional indemnity insurance under this contract). This limit shall apply, however, that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort (including, without limitation, the tort of negligence) or arising by breach of statutory duty. Provided that this clause 11.2 shall not exclude or limit Stroma Building Control's Limited's liability for:

- 11.2.3. Death or personal injury caused by SBC's negligence or
- 11.2.4. Fraud or fraudulent misrepresentation.
- 11.3. SBC shall not be liable under or in connection with this contract for any consequential or indirect loss, expense, damage, or loss of profit.
- 11.4. Clarification of the role of a building control body such as SBC is contained within the Frequently Asked Questions (FAQs) document, which is available at the following link:
<https://stromabc.com/media/vkxfo1aw/frequently-asked-questions-v16.pdf>
- 11.5. Either party may assign its rights and benefits under this contract. SBC may subcontract any part of the services and any additional work, with the Client's prior approval, not to be unreasonably withheld or delayed. If any of the links within the SBC website are unavailable to you, please get in touch with our Head Office, and a copy of the documents can be sent to you in the Post or via a preferred email address.

Stroma Building Control Head Office Address:

6 Silkwood Business Park,
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Ossett
WF5 9TJ