

# Regional Building Control Limited

Application Pack Edition:

June 2020

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*'committed to quality & excellence'*

M25 Business Centre  
121 Brooker Road  
Waltham Abbey  
Essex  
EN9 1JH

Tel: 01992 653900

Fax: 01992 653593

Email: [initialnotices@rbcltd.co.uk](mailto:initialnotices@rbcltd.co.uk)

Company Registration No. 3376567

## General Information

The following Information is required by Regional Building Control Limited to initiate a Building Regulation Application:

### 1. Initial Notice

- a) Please complete and sign the enclosed Initial Notice and Project Information Sheet.
- b) The Initial Notice will be sent to the Local Authority to inform them that RBC will be acting as the Approved Inspector for your project. The Local Authority has a statutory period of 5 working days within which to accept or reject the Initial Notice. During this time, works should not commence on site.
- c) Please do not list any drawings, specifications, etc. that you enclose with the application. RBC will complete the remainder of this form.

### 2. Plans

Please forward to us, with the Initial Notice, copies of the following drawings;  
(Plans can be sent via email and the preferred method is PDF format)

- a) Location plan to a scale of not less than 1:1250, showing the boundaries and location of the site. This is required when the work is a new building or an extension.
- b) Drainage plan(s) where appropriate, showing the general proposals for discharging foul and surface water drainage, including the location of public sewer, cesspits, septic tanks or waste water system.
- c) "As existing" plan(s) showing the premises as existing.
- d) Means of escape plan(s) showing the general proposals for means of escape in case of fire. Copies of these will be sent to the Fire Authority as part of the consultation process. In the case of works relating to only a part of a floor, please show the full means of escape route from that part of the floor up to and including any lobbies and staircases.

Note: If sending hard copy drawings, please send two copies of each drawing.

### 3. Regulatory Reform (Fire Safety) Order 2005

RBC will consult the Fire Authority on all applications relating to buildings or parts of buildings, which is or will be classified as a building to which The Regulatory Reform (Fire Safety) Order 2005 applies.

You should, however, note that irrespective of our consultation with the Fire Authority under the Building Regulations, if The Regulatory Reform (Fire Safety) Order 2005 applies to the premises then during the proposed works and following completion, the premises' Fire Risk Assessment will require review. The responsibility for complying with The Regulatory Reform (Fire Safety) Order 2005 rests with the "Responsible Person". In a work place this is the employer and any other person who may have control over any part of the premises, eg. manager or owner. In other premises, the person or people in control of the premises will be responsible.

## INITIAL NOTICE

This Notice is given under Section 47 of the Building Act 1984 (“the Act”), The Building (Approved Inspectors, etc) Regulations 2010 (“the 2010 Regulations”)

To (Name and address of Local Authority where work is to be carried out)

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1. This Notice relates to the following work

Description of Work:	
Address of site:	
Use of the building to which the work relates	

2. The Approved Inspector in relation to this work is:

**Regional Building Control Ltd. (“RBC”), M25 Business Centre, 121 Brooker Road, Waltham Abbey, Essex EN9 1JH**

3. The person intending to carry out the work is:

(ie the person who occupies or owns the building where the work is taking place)

Name and Address	
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4. The work does / does not\* concern a new dwelling. \*delete as appropriate

5. With this notice are the following documents, which are those relevant to the work described in this notice:

- (a) In the case of a new extension or erection of a new building, a plan to a scale of not less than 1:1250 showing the boundaries and location of the site.
- (b) Where the work includes the construction of a new drain or private sewer a plan showing the following;
  - (i) The location of any proposed connection to be made to a public sewer or
  - (ii) If no connection is to be made to a public sewer, the proposals for the discharge of the proposed drain to a private sewer including the location of any septic tank, associated secondary treatment system or to any wastewater treatment system or cesspool:
- (c) the case of a new dwelling —
  - (i) A statement whether or not one or more, and if so which, of the following optional requirements in the Building Regulations 2010 applies to the building work

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- \* (aa) regulation 36(2)(b) (optional water efficiency requirement of 110 litres per person per day),
  - \* (bb) Schedule 1 Part M optional requirement M4(2) (category 2 - accessible and adaptable dwellings),
  - \* (cc) Schedule 1 Part M optional requirement M4(3) (category 3 - wheelchair user dwellings)
  - (ii) \* statement that planning permission has not yet been granted for the work, and that the information required by subparagraph (c)(i) will be supplied as soon as is reasonably practicable after that permission is granted
- \*delete as appropriate*
6. The work described is / is not\* minor work. *\*delete as appropriate*
  7. RBC as Corporate Approved Inspector declares that it does not and will not while this notice is in force, have any financial or professional interest in the works described.
  8. RBC will be obliged to consult the fire and rescue authority where required under regulation 12 of the Regulations.
  9. RBC undertakes, where applicable, to consult the fire and rescue authority before giving a plans certificate in accordance with section 50 of the Act or a final certificate in accordance with section 51 of the Act in respect of any of the work described above.
  10. RBC will be obliged to consult the sewerage undertaker where required under regulation 13 of the Regulations.
  11. RBC undertakes, where applicable, to consult the sewerage undertaker before giving a plans certificate in accordance with section 50 of the Act or a final certificate in accordance with section 51 of the act in respect of any of the work described above.
  12. RBC is aware of the obligations laid upon it by Part 2 of the Act and by regulation 8 of the Regulations.
  13. RBC is a Corporate Approved Inspector for the purposes of Part 2 of the Act in respect of the work described in this notice.
  14. Copies of the notice of approval and of a declaration of insurance relevant to the work described in this notice are on the register kept by the body designated under regulation 3 of the Regulations.

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Signed by the person authorising or intending to carry out the work or on their behalf. RBC confirm that where this Initial Notice is signed on behalf of the person carrying out the work, written permission has been given and recorded

Signature	Print Name
	Date

Signed for and on behalf of Regional Building Control Ltd, Corporate Approved Inspector

Signature	Print Name
	Date

Local Authority Information:

Please quote RBC Reference:  
On all correspondence and send to:

Regional Building Control Ltd  
M25 Business Centre  
121 Brooker Road  
Waltham Abbey  
Essex  
EN9 1JH

For RBC use only

Date Sent to Local Authority:	
Sent by:	
Authorised by:	
File Reference:	

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Fee Quote Ref	BCO	Site
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### Project Information Sheet

#### General Data Protection Regulations (GDPR)

Any information you provide as part of your Building Control Application will be held securely on our electronic system. The only personal data we will hold is your name, address, telephone number(s) and email address. We will hold this information to communicate, only in connection with this application, with you (or your nominees, if any) and the relevant statutory bodies such as Local Authority, Fire Authority and Waste Water undertakers.

We are required to keep this information for a period of at least 15 years after the completion on the work described in your application.

By submitting your application to us you agree to our holding the information as described above.

Please complete this form in full as instruction to RBC to carry out the Building Control function as a Corporate Approved Inspector as designated under the Building Act 1984 and the Building (Approved Inspectors etc.) Regulations 2010. The completed form and associated plans should be returned to:

**Regional Building Control Ltd, M25 Business Centre, 121 Brooker Road, Waltham Abbey, Essex EN9 1JH**

Project Details			
Description of Work:			
Address of site:			
Anticipated start date & duration:			
Estimated Cost of the works:	Approximately £	RBC Fee Agreed £	+ VAT
Client Details			
Name:			
Address:			
Contact details:			
Email:			
Agent's Details			
Name:			
Address:			
Contact details			
Email:			

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Contractor's Details (where known)		
Name:		
Address:		
Mobile number / Email:		
Correspondence		
To be sent to:		
Copies to:		
Correspondence by:	Email:	YES / NO
Invoice		
Please indicate to whom the Building Control fees should be invoiced:	Name:	
	Address:	
	Email Address:	
	Telephone Number:	
Planning Conditions	FOR NEW DWELLINGS: Are the following planning conditions relevant	
Part G - Water usage	Requirement to limit water use to 110 litres per person	YES / NO
Part M4(2) - Accessible & Adaptable	Requirement for Accessible / Adaptable dwellings	YES / NO
Part M4(3) - Wheelchair Accessible	Requirement for Wheelchair Accessible dwellings	YES / NO
	Are Wheelchair Accessible dwellings required at completion	YES / NO
Signature	Print Name	Date

I have read and agree the Terms and Conditions – please tick the box

Should you require any help or advice completing this form please contact us on  
01992 653900

## RBC Standard Terms & Conditions

### Definitions

- a) **'RBC'** – Regional Building Control Ltd.
- b) **'The Act'** – The Building Act 1984.
- c) **'The Building Regulations'** – The Building Regulations 2010 (as amended)
- d) **'The Regulations'** – The Building (Approved Inspectors etc) Regulations 2010 (as amended)
- e) **'The Project'** – the work described in the Initial Notice.
- f) **'The Client'** – the individual or company instructing RBC to act as an Approved Inspector for the project.
- g) **'The fees'** – the fee payable by the Client for RBC to carry out the functions of Approved Inspector for the project.
- h) **'Plans'** – includes drawings, calculations, reports and any other data illustrating the designers intentions in respect of the proposed works.

### RBC Services & Obligations

1. The function of RBC shall be that of an Approved Inspector, as defined within the Regulations.
2. RBC shall carry out these functions with integrity and in a professional and practical manner, exercising reasonable skill, care and the diligence to be expected of an appropriately qualified and competent expert with knowledge of the standards of construction required by the Building Regulations.
3. RBC has fully adopted the Performance Standards for Building Regulations compliance set by the Department for Communities and Local Government.
4. RBC shall have the right to ask for and receive plans in order that they may determine whether the design is in compliance with the Building Regulations.
5. RBC shall examine the plans for compliance with the Building Regulations. Any items of additional information or non-compliance will be communicated to the Client or Designer.
6. RBC shall consult the relevant Fire Authority where necessary and forward any comments to the Client.
7. RBC shall not, in any way, be responsible for any work carried out by the Client before RBC agrees to act as Approved Inspector for the project.
8. RBC shall not be responsible for the supervision of any contractor or subcontractor, nor shall the Approved Inspector have any liability for ensuring the performance or adequate standard of workmanship of any contractor or subcontractor.
9. Once work commences on site, RBC will visit the site as and when necessary to inspect the work being carried out to determine compliance with the Building Regulations. RBC will issue a site report to the Client and / or builder after each inspection of the work. Any contraventions of the Building Regulations will be clearly identified within this report.
10. Where work has been carried out on site in a manner which, in the opinion of RBC, constitutes a contravention of the Building Regulations and/or linked powers, due notice will be given to the Client including his builder, architect or other relevant person.
11. Where a site inspection report details contraventions as detailed above and the defective works have not been regularised and put right, then RBC shall serve a formal written Notice of Contravention in accordance with the Regulations.
12. RBC shall have the right to ask for and witness tests, as necessary, to determine compliance with the Building Regulations.



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13. RBC 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 the Building Regulations
14. If the works to which the Initial Notice relates is carried out in stages, in such a way that part of the premises are completed and occupied, then a partial Final Certificate will be issued as detailed above.
15. RBC will take full responsibility for giving the necessary statutory notices and certificates in respect of the project to the relevant Local Authorities.
16. No-one has any right to enforce any term of this contract under the Contracts (Rights of Third Parties) Act 1999, except as set out in Clause 8. This does not affect the rights of the Client and RBC in relation to this contract.

## Responsibility of the Client

17. The Client shall ensure that all necessary plans are provided to allow RBC to determine compliance with the Building Regulations.
18. The Client shall be responsible for the Project's compliance with the Building Regulations and the Services do not include advising the Client or managing the Project to ensure that compliance is achieved.
19. For works involving new dwellings, it is the responsibility of the Client / developer to inform RBC of any planning conditions under the Town & Country Planning Act relevant to optional Building Regulation 36(2)(b) and / or Approved Document M4(2) or M4(3), which apply to the works described in the Initial Notice. RBC will apply default Building Regulations requirements unless informed otherwise.
20. The Client shall ensure that reasonable access to the site and facilities are provided, at all reasonable times, to allow RBC staff to make necessary inspections.
21. The Client shall give RBC at least 48 hours notice of commencement of works on site.
22. The Client shall ensure that RBC are kept informed of the progress of site work, in particular items such as:
  - a. Ground excavations
  - b. Foundations
  - c. Structural reinforcement and other structural elements
  - d. Damp proof courses and membranes
  - e. Above and below ground drainage
  - f. practical completion of work
23. The Client shall ensure that RBC is given reasonable notice to inspect the above. While RBC would appreciate as long a period as possible, such notice should not be less than 24 hours.
24. The Client shall make arrangements to allow RBC staff to witness tests on drainage, ventilations ductwork, emergency lighting, fire alarms etc. to ensure compliance with the Building Regulations. All test equipment; training and expenses incurred to carry out such tests are the responsibility of the Client.

## Fees

25. The Client shall pay RBC, within 30 days of the date of invoice the amount shown on the invoice.

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26. If the project is abandoned prior to works commencing on site, RBC shall be entitled to 40% of the total fee due for the project, unless otherwise agreed in writing.
27. If the works commence on site and RBC have made an inspection and the project is then abandoned, RBC shall be entitled to the full amount of the total fee due for the project.
28. If the scope of work changes to an extent that it becomes substantially different to that described on the Initial Notice then RBC shall be entitled to additional payment. The amount of such payment shall be resolved by discussion between RBC and the Client.
29. Where the Client intends to withhold payment of any amount either stated in the RBC's request for payment, the Client must give written notice to RBC not later than 5 days before the final date for payment, stating the amount to be withheld and the grounds for withholding payment.
30. 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 25 above. RBC reserves the right to suspend performance of any or all of the services. Furthermore, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, RBC reserves the right to charge a late payment fee together with interest at 8% above the current bank base rate.

## Cancellation of Initial Notices

31. RBC shall cancel the Initial Notice by sending a Notice of Cancellation to the Local Authority in the following circumstances:-
  - a. After a formal Notice of Contravention has been served as described in Clause 11 and no action has been taken by the Client to regularise the contraventions within the specified period.
  - b. RBC is prevented from carrying out their legitimate functions as Approved Inspector for the project by undue restrictions placed by the Client or their agents on site to gain reasonable access to inspect works.
  - c. RBC is prevented from making site inspections due to dangerous or unsafe conditions.
  - d. Failure on the part of the Client to submit plans in a reasonable period of time.
  - e. Any other condition or situation that prevents RBC from carrying out their function as Approved Inspector.
  - f. Non payment of RBC fees (part or full)

## Initial Notice Ceasing to be in Effect/Application for Extension of Time

32. Under Regulation 17 of the Building (Approved Inspectors Regulations, etc) Regulations 2010, an Initial Notice shall cease to be in force where a Final Certificate has not been issued within 4 weeks of occupation where the building is a relevant building as defined by Regulation 12(6)(a) or within 8 weeks in any other case. RBC LTD can apply for an extension of time where formally requested, but granting this will be at the discretion of the Local Authority.

## Professional Indemnity Insurance

33. RBC is required to comply with the guidelines issued by the Department for Communities and Local Government and the Construction Industry Council in respect of the maintenance of professional indemnity insurance.
34. RBC shall on written request of the Client provide evidence that the insurance is properly maintained.

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35. RBC shall immediately inform the Client if the insurance referred to in Clause 33 above ceases to be available.
36. The company providing professional indemnity insurance in accordance with Clause 33 is Royal Sun Alliance PLC

### Limitations of Liability

37. The total limit of RBC's liability to the Client referred to in Clause **33** is £1m (one million) unless otherwise agreed in writing.
38. Nothing in this clause shall limit RBC's liability for negligence resulting in death or personal injury. Subject to that:
39. Notwithstanding any other provisions in this contract (apart from Clause **38**), RBC's total liability to the Client for any claims arising under or in connection with this contract (whether in contract, in tort (including negligence), for breach of statutory duty or otherwise) shall be limited to the insured limit referred to in Clause **37**.
40. Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs, the liability of RBC for any loss or damage under this contract shall be limited to that proportion as it would be just and equitable for RBC to pay having regard to the extent of its responsibility for the loss or damage and on the assumptions that:
  - a. 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 Clause 2 to the Client in respect of the carrying out of their obligations in connection with the Project.
  - b. 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 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
  - c. all the parties referred to in this clause have paid to the Client such proportion of the loss or damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss or damage.
41. The Client shall look only to RBC (and not to individuals engaged by RBC or any individual directors or members of RBC) 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 such 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 term of the contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

