

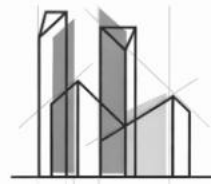
TERMS & CONDITIONS OF ENGAGEMENT:

1. General

- 1.1. In this Contract, unless the context otherwise requires:
 - 1.1.1. the word 'include' and any derivations of it shall be construed without limitation;
 - 1.1.2. the singular shall include the plural and vice versa; and
 - 1.1.3. references to any statute or statutory instrument includes any statute or statutory instrument amending, consolidating or replacing it, and references to a statute includes statutory instruments and regulations made pursuant to it.
- 1.2. This Contract shall commence and take effect on the date the Building Control Approver first commenced the Services.
- 1.3. This Contract is governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.
- 1.4. This Contract constitutes the entire agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to or connected with this Contract and/or the Services (whether oral or in writing).

2. Building Control Approver's general obligations

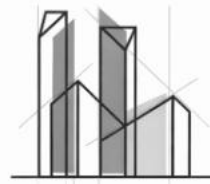
- 2.1. The Building Control Approver shall carry out the Services and any Additional Work using reasonable skill, care and diligence in accordance with this Contract. Notwithstanding any other provision of this Contract: (i) the Building Control Approver shall have no greater obligation under or in connection with this Contract than to exercise reasonable skill, care and diligence and (ii) nothing in this Contract or otherwise shall impose any obligation, warranty or guarantee (whether express or implied) on or from the Building Control Approver that the Services and/or any Additional Work shall be suitable or fit for any specified purpose.
- 2.2. The Building Control Approver shall exercise the standard of skill and care required by clause 2.1 in performing the Services and any Additional Work to have due regard to the Professional Conduct Rules and, where possible, to any programme for the Project (as amended from time to time and provided to the Building Control Approver in writing).
- 2.3. The Building Control Approver shall have no responsibility and/or liability under or in connection with this Contract for the performance and/or the supervision of any member(s) of the Professional Team in relation to the Project and the Building Control Approver shall have no responsibility and/or liability in respect of quality control of the works.



- 2.4. The Building Control Approver shall have no responsibility and/or liability for any failure by the Client or any member(s) of the Professional Team to comply with their obligations under the Building Safety Act. Any delay arising as a result of such failure shall entitle the Building Control Approver to an additional fee and extension of time in accordance with clause 7.3.
- 2.5. Where, prior to the date of this Contract, the Client had previously appointed a party to undertake services the same or substantially similar to the Services in respect of the Project, the Client shall provide (or procure that others in the Professional Team provide) prior to commencement of the Services such information, designs and materials previously prepared or provided by the relevant party to the Building Control Approver as required for the Building Control Approver to perform the Services. The Building Control Approver shall be entitled to rely on any such information, designs, reports or other materials provided to it by or on behalf of the Client (whether or not the same was prepared by or on behalf of the Client).
- 2.6. The Building Control Approver shall not be responsible and/or liable for (i) the use of any information, and/or (ii) any inaccuracy, discrepancy, errors, or omissions contained in any materials and/or information, provided to the Building Control Approver pursuant to clause 2.5.

3. Client's information and obligations

- 3.1. The Client shall provide, or procure that other duty holders under the Building Safety Act provide, such information, documents, assistance and approvals as the Building Control Approver reasonably requires or requests from time to time in order to facilitate the timely provision of the Services and any Additional Work and to allow the Building Control Approver to comply with its obligations under the Building Safety Act.
- 3.2. The Client shall be responsible for safe access to the Project being provided when the Building Control Approver reasonably requires it and shall procure such access and certification from any consultant, contractor or sub-contractor as is reasonably requested by the Building Control Approver.
- 3.3. The Client shall give the Building Control Approver not less than 7 days' written notice before any works forming part of the Project are commenced and shall keep the Building Control Approver regularly informed of the progress of the Project.
- 3.4. The Client shall give advance written to the Building Control Approver at any stage at which an inspection by the Building Control Approver is required.
- 3.5. The Client shall provide in a timely manner drawings and specifications including Site and block plans at not less than 1:1250 scale, showing all public services on or within 6 metres of the boundaries, and in sufficient detail to facilitate the proper serving of the Initial Notice and other legal documents as may be necessary.
- 3.6. The Client shall ensure that the details completed in sections 1, 2 and 3 of the Initial Notice are correct before signing (and/or arranging for it to be signed) and returning it to the Building Control Approver for submission to the relevant local authority. The Client shall ensure the Initial Notice is returned to the Building Control Approver in sufficient time so that it can be submitted to the relevant local authority not less than 5 working days before works commence on Site.



- 3.7. The Client will notify the Building Control Approver in writing of any Agent appointed to act on its behalf and of any change or dismissal of the Agent. Where the Client appoints an Agent to act on its behalf, the Client confirms that the Agent is authorised to sign the Initial Notice (and or any other Notice) on its behalf wherever signed by the Agent.
- 3.8. The Client shall notify the Building Control Approver immediately if it does not consider itself to be, or ceases to be, the person carrying out the works for the purposes of the Building Regulations and will confirm the identity of the person carrying out the works to the Building Control Approver. The Client will procure the necessary consents and approvals from any other person carrying out the works in a timely manner to enable the Building Control Approver to perform the Services and any Additional Work.

4. Design, permits and approvals

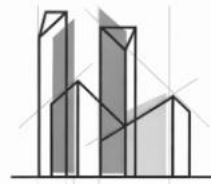
- 4.1. The Client shall be entirely responsible for the design, construction and management of the Project.
- 4.2. The Client shall be entirely responsible for obtaining and implementing all necessary permits, licences, consents and approvals, unless the Parties have otherwise agreed in writing and provided always that the obtaining and implementing of any necessary permits, licences, consents and approvals by the Building Control Approver shall be deemed Additional Work for the purposes of this Contract.

5. Compliance with Building Regulations

- 5.1. The Client and not the Building Control Approver shall be responsible for the Project's compliance with the Building Regulations. The Services do not include and the Building Control Approver is not responsible for i) confirming whether the Building Regulations have been complied with, and/or ii) advising the Client and/or managing the Project to ensure that compliance with the Building Regulations is achieved.
- 5.2. The Building Control Approver shall take such steps as are reasonable to enable it to determine that a Final Certificate can be issued, and if so determined, it shall issue a Final Certificate. Any Final Certificate is based on the information and documents provided to the Building Control Approver by the Client and the Services and Additional Work performed and is not a representation that every aspect of the Project complies with the Building Regulations and/or conclusive proof of the Project's compliance with the Building Regulations.
- 5.3. The Building Control Approver shall not be responsible and/or liable to any party under or in connection with this Contract for any delay in issuing the Final Certificate and shall not be responsible and/or liable for any additional fees that are payable to the relevant local authority and/or any other costs, as a result of the Building Control Approver being unable to issue a Final Certificate at any time.

6. Payment

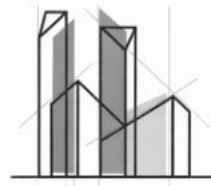
- 6.1. The Client shall pay the Building Control Approver the Fee for the Services together with any additional fees incurred pursuant to clause 7 and any expenses, disbursements and charges.



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- 6.2. The Building Control Approver shall submit invoices to the Client in accordance with the Instalment Plan agreed at the time of project registration.
- 6.3. The Fee together with any additional fee incurred pursuant to clause 7 and any expenses, disbursements and charges shall become due on the date of submission of the Building Control Approver's invoice (the "Due Date"). The Building Control Approver's invoice shall specify the sum it considers is due on the payment Due Date and the basis on which that sum is calculated.
- 6.4. The final date for payment of any sum due under this Contract shall be 28 days after the Due Date (the "Final Date for Payment").
- 6.5. The sum stated as being due in the Building Control Approver's invoice shall be paid by the Final Date for Payment unless the Client has not later than seven (7) days before the Final Date for Payment given notice that it intends to pay less specifying the sum that the Client considers to be due on the date the notice is served and the basis on which the sum is calculated (the "Pay Less Notice"). The sum stated as due in any Pay Less Notice shall be paid on or before the Final Date for Payment.
- 6.6. If the Client has appointed an Agent, the Agent shall remain jointly and severally liable with the Client in respect of all sums due to the Building Control Approver under this Contract.
- 6.7. Save for where the Client is a Domestic Client, any sum due under this Contract which is not paid by the Final Date for Payment shall carry interest at 8% above the Bank of England official dealing rate applicable from the Final Date for Payment until the date on which payment is made.
- 6.8. In the event that any sum is not paid on or before the Final Date for Payment in accordance with this clause 6 the Building Control Approver shall be entitled to:
- 6.8.1. Suspend performance of all or any part of the Services by giving not less than 7 days' notice in writing to the Client stating the ground or grounds on which it intends to suspend performance unless, where applicable, the Client has given a valid Pay Less Notice; and/or
- 6.8.2. Terminate this Contract immediately by notice in the event the Client has not paid any sums due and outstanding to the Building Control Approver in accordance with this clause 6 within 30 days of written notice from the Building Control Approver requiring such sums to be paid.
- 6.9. The Building Control Approver's right to suspend performance of all or any part of the Services shall cease when the Client makes payment in full of any sums owed to the Building Control Approver in accordance with this clause 6.
- 6.10. The Building Control Approver shall be entitled on an annual basis to review and revise, in accordance with the Office of National Statistics Consumer Prices Index, its standard rates applicable at the relevant time. The Fee and any additional fee shall be calculated in accordance with the rates as revised under this clause and the Building Control Approver shall be paid in accordance with such revised rates and Fee.

7. Changes to the Project and Additional Work

- 7.1. The Building Control Approver shall notify the Client in writing as soon as reasonably possible if it becomes aware that any Additional Work will be required, because of:



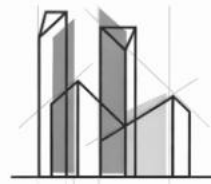
- 7.1.1. Changes in the design, size, scope or complexity of the Project;
- 7.1.2. Changes in the timing or programming of the Project including without limitation delay, disruption and/or prolongation to the Project and/or Services;
- 7.1.3. A failure by the Client to comply with its obligations under this Contract;
- 7.1.4. Additional meetings and/or visits and/or other work is required; and/or
- 7.1.5. Any change in law (including without limitation any changes required as a result of and/or in relation to the Building Regulations and/or the Building Act and/or Building Safety Act and/or any consequences thereof).
- 7.2. Where the Client instructs the Building Control Approver to undertake Additional Work, the Client shall pay the Building Control Approver an agreed Fee for undertaking the Additional Work, at its standard rates applicable at the relevant time and the Building Control Approver shall be entitled to a fair and reasonable adjustment to the programme for performing the Additional Work.
- 7.3. Notwithstanding the foregoing, if due to circumstances outside of the Building Control Approver's control there are changes in the timing or programming of the Services and/or any Additional Work, or if the Building Control Approver is delayed, disrupted or prolonged in all cases for reasons other than the Building Control Approver's default, then the Client shall pay the Building Control Approver on a time charge basis for the additional work undertaken by the Building Control Approver as a result of the change in the timing or programming of the Services and/or any Additional Work or as a result of any delay, disruption or prolongation, at the standard rates applicable at the relevant time and the Building Control Approver shall be entitled to a fair and reasonable adjustment to the programme.

8. Intellectual Property

- 8.1. The intellectual property rights in all documents produced and/or prepared by the Building Control Approver under or in connection with this Contract (the "Documents") shall vest or remain vested in the Building Control Approver. Subject to payment in full by the Client of all sums owed to the Building Control Approver under this Contract, the Building Control Approver grants to the Client an irrevocable, non-exclusive, royalty free licence to copy and use the Documents for any purpose related to the Project.
- 8.2. The Building Control Approver shall not be liable for any use of any of the Documents for any purpose other than that for which they were prepared and provided by the Building Control Approver.

9. Insurance

- 9.1. The Building Control Approver shall, provided it is available at commercially reasonable rates and on commercially reasonable terms, maintain professional indemnity insurance and public liability insurance with such aggregate limit of indemnity as is sufficient to cover its liability under this Contract, subject to any limitations, exceptions and/or exclusions from cover as are commonly included in professional indemnity insurance and public liability insurance policies.



10. Assignment and subcontracting

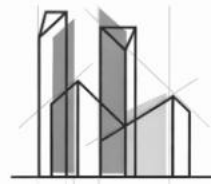
- 10.1. Neither Party may assign its rights and/or benefits under this Contract without the prior written consent of the other Party. The Building Control Approver may subcontract any part of the Services and/or any Additional Work, with the prior approval of the Client, such approval not to be unreasonably withheld or delayed.

11. Rights of third parties

- 11.1. A person who is not a party to this Contract may not by virtue of the Contracts (Rights of Third Parties) Act 1999 enforce any of its terms.
- 11.2. It is agreed and acknowledged that the Building Control Approver shall not be required to enter into any collateral warranties with any third parties, provide any letters of reliance and/or grant any rights to any third parties under or in connection with this Contract.
- 11.3. The Building Control Approver shall not be required to comply with any agreement between the Client and any third party and the Building Control Approver shall have no obligations and/or liabilities arising out of or in connection with any agreement between the Client and any third party.

12. Termination and discharge

- 12.1. The Client may terminate this Contract forthwith by written notice to the Building Control Approver if:
- 12.1.1. The Building Control Approver is in material breach of its obligations under this Contract and has failed to remedy the breach within 28 days of the Client notifying the Building Control Approver of the same; or
- 12.1.2. The Building Control Approver becomes Insolvent.
- 12.2. The Building Control Approver may terminate this Contract forthwith by written notice to the Client if:
- 12.2.1. The Client is in breach of its obligations under this Contract and has failed to remedy the breach within 28 days of the Building Control Approver notifying the Client of the same;
- 12.2.2. The Building Control Approver is prevented or impeded in performing the Services as a result of (i) Force Majeure and/or (ii) a Relevant Event;
- 12.2.3. The Client becomes Insolvent;
- 12.2.4. The Building Control Approver reasonably believes that it will not be in a position to issue a Final Certificate;
- 12.2.5. The Building Control Approver considers that there is a conflict between its obligations under this Contract and the Statutory Functions;



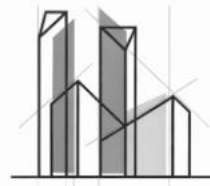
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- 12.2.6. The Building Control Approver considers that it is necessary to cancel the Initial Notice under Section 52(1) of the Building Act 1984;
 - 12.2.7. The Building Control Approver is unable to maintain professional indemnity insurance and/or public liability insurance as required under this Contract;
 - 12.2.8. The BSR suspends, terminates or places restrictions on the Building Control Approver's registration which prevents the Building Control Approver from carrying out the Services or from undertaking any Additional Work instructed pursuant to clause 7; and/or
 - 12.2.9. The Project constitutes or involves HRB Work.
- 12.3. Following any notice of termination by the Building Control Approver or the Client, the Building Control Approver is entitled to:
- 12.3.1. Write to the relevant local authority (with a copy to the Client) cancelling the Initial Notice, in which case the Building Control Approver functions will revert to the relevant local authority or to a different Building Control Approver, as may be notified by the Client, and the Building Control Approver will be discharged from all requirements to complete the Services or any Additional Work; and/or
 - 12.3.2. Except in the case of termination under clause 12.1.2 or 12.2.8 or 12.2.9, at the Building Control Approver's discretion, issue a Final Certificate in respect of part of the works forming part of the Project.

13. Consequences of termination

- 13.1. If this Contract has been terminated, the Client shall pay to the Building Control Approver all sums owed under this Contract in respect of Services and/or Additional Work carried out up to the date of termination and not previously paid to the Building Control Approver by the Client at the date of termination along with any costs or expenses incurred by the Building Control Approver as a result of termination where the Contract is terminated in accordance with clauses 6.8 and/or 12.2.
- 13.2. Termination of this Contract shall not affect any rights or remedies of the Client or the Building Control Approver which exist at the date of termination.

14. Limitations of liability

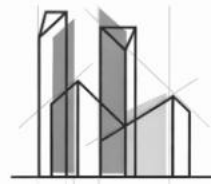
- 14.1. Nothing in this clause 14 shall limit the Building Control Approver's liability for negligence resulting in death or personal injury and/or for fraud or fraudulent misrepresentation.
- 14.2. Notwithstanding anything to the contrary contained in this Contract and without prejudice to any other provision of this Contract whereby the Building Control Approver's liability is excluded or limited to a lesser amount, the Building Control Approver's total aggregate liability (including, without limitation, legal costs and interest) under or in connection with this Contract, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, shall be limited to the greater of (i) £250,000 or (ii) ten times the fee, in the aggregate.



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- 14.3. Subject to clause 14.2, the Building Control Approver's liability (including, without limitation, legal costs and interest) under or in connection with this Contract in respect of Fire Safety Claims shall be limited to the amount, if any, recoverable by the Building Control Approver by way of indemnity against the Fire Safety Claim in question under the Building Control Approver's professional indemnity insurance policy in force at the time that the Fire Safety Claim is notified.
- 14.4. The Building Control Approver shall have no liability whatsoever and however so arising out of or in connection with war, civil disorder, terrorism, mould, spores, asbestos, pollution and/or contamination and any fitness for purpose requirement in relation to the Project.
- 14.5. The Building Control Approver shall not be liable for any loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, wasted management time, loss of anticipated savings, loss of, damage to or corruption of data, or for any special, indirect or consequential loss or damage of any kind, in each case howsoever arising, whether foreseeable or in the contemplation of the Parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise.
- 14.6. The Building Control Approver's liability to the Client under or in connection with this Contract shall not exceed such sum as it would be just and equitable for the Building Control Approver to pay having regard to the extent of the Building Control Approver's responsibility for the loss and/or damage and on the assumption that all members of the Professional Team and/or other persons involved in the Project have paid to the Client such sums as it would be just and equitable for them to pay.
- 14.7. Without prejudice to any shorter statutory limitation period, no action, claim or proceedings arising out of or in connection with this Contract (howsoever arising) shall be commenced, and the Building Control Approver shall have no liability for a claim arising out of or in connection with this Contract (howsoever arising) after the expiry of six years from the date of completion of the Services or the termination of this Contract, whichever is earlier.

15. Force Majeure and Relevant Events

- 15.1. If as a result of (i) a Relevant Event, and/or (ii) any Force Majeure, any Additional Work is required to be carried out by the Building Control Approver, the Client shall pay the Building Control Approver on a time charge basis for the Additional Work undertaken by the Building Control Approver as a result of the Relevant Event and/or Force Majeure, at the standard rates applicable at the relevant time and the Building Control Approver shall be entitled to a fair and reasonable adjustment to the programme to reflect any delay and/or disruption as a result of the Relevant Event and/or any Force Majeure.
- 15.2. If any Relevant Event and/or Force Majeure prevents or significantly impedes the performance by the Building Control Approver of the Services and/or any Additional Work under this Contract, materially impacts the performance of the Services and/or Additional Work and/or materially increases the cost of performing the Services and/or any Additional Work, the Building Control Approver may forthwith by written notice terminate this Contract.



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- 15.3. The Building Control Approver shall not be in breach of this Contract and shall have no liability under or in connection with this Contract as a result of (i) any act, omission, or default, (ii) any failure to perform the Services and/or Additional Work in accordance with this Contract (iii) any prolongation or delay to the Services and/or Additional Work, and/or (iv) any termination of the Building Control Approver's appointment under this Contract, to the extent that any of the preceding is caused or contributed to by any Relevant Event and/or Force Majeure.
- 15.4. The existence of a Relevant Event and/or Force Majeure shall not relieve the Client from any obligation to make payment to the Building Control Approver under this Contract.

16. Consumer Clients

- 16.1. Where the Client is a Consumer, the Client shall have the right to cancel this Contract for any reason by sending the Building Control Approver notice of cancellation within 14 days of the date this Contract takes effect. If the Client has instructed the Building Control Approver to perform Services and/or Additional Work at any time before the expiry of the 14-day period provided for in this clause, the Client shall pay the Building Control any Fee and/or any expenses incurred up to the date the Building Control Approver received the notice of cancellation of the Contract.

17. Notices

- 17.1. The Client and the Building Control Approver can give notice to each other in writing under this Contract by personal delivery. They can also give notice by post, in which case delivery is effective two working days after posting. Notices must be sent to the address specified in the Contract Details or any other address notified by the Party.

18. Disputes and complaints

- 18.1. If the Client is not satisfied with the Building Control Approver's performance of the Services or any Additional Work, it may ask the Building Control Approver to implement the Building Control Approver's complaints handling procedure. The Building Control Approver shall provide a copy of the procedure on request.
- 18.2. The Client and the Building Control Approver shall consider in good faith whether any dispute or difference between them is suitable for resolution by mediation, and if so shall take the appropriate steps with a view to resolving the dispute or difference by mediation. Subject to clause 14.7, either Party may, at any time, commence court proceedings to resolve any dispute.