

CELTECH CONSULTANCY LTD

CORPORATE APPROVED INSPECTORS

18 CHARLES STREET

CAERPHILLY

CF83 3AQ

TEL: 02920 889068

WWW.CELTECH.ORG.UK

Date: 24 May 2021

Ref: AI/0338/21

Darren Knight, K-Architects
18 Llwyn Coch
Broadlands
Bridgend
CF31 5BJ

Dear Darren,

**Approved Inspector Services – Building Regulations
Alterations and re purpose existing building for Town Council use
Ty'r Ardd Sunnyside Road, Bridgend, CF31 4AR
Fee: £950.00 + VAT**

I refer to your communication requesting Celtech Consultancy Ltd to provide a fee quote for approved inspector services in respect of the above project.

To assess the design, attend design team meetings, carryout statutory consultations, site inspections, issue the necessary certifications for the purposes of the Building Regulations the total fee for this service will be as indicated above.

Please find enclosed a Clients Instruction Notice to be completed and returned if our fee quote is acceptable to the fee payer.

You are advised that should you choose to use our services we are legally required to issue a notice to the relevant local authority confirming our appointment. This notice must be issued at least 5 working days before any building work commences. Our surveyors are not permitted to inspect or approve building work carried out before an initial notice has been issued or accepted by the local authority. A copy of the notice form is attached which must be signed by the person on whose behalf the building work is being carried out and returned to us for issuing. Please refer to the attached terms and conditions for further important information regarding initial notices.

If you require any further information regarding any of the above please do not hesitate to contact me.

Yours sincerely,

Lowri Drury

Lowri Drury

Office Manager

Mob: 07969749515

Email: office.celtech@btinternet.com

Encl.

Clients Instruction Notice

Terms & Conditions



REGISTERED OFFICE: 20 CHARLES STREET, CAERPHILLY, CF83 3AQ

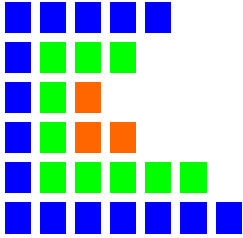
REGISTERED IN CARDIFF NO. 5089349

VAT REGISTRATION NO 742167636

CONSTRUCTIONLINE REF: 122284



NOVEMBER 2018



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APPROVED INSPECTOR SERVICES CLIENTS INSTRUCTION

Please carry out the above service in respect of the following :

Address of Development:

.....

..... **Post code:**.....

Description of "Building Works" to be carried out:

.....

.....

Start on site date:

Invoicing Details (the person or company liable for the fee)

Owner/Company Name:

Invoicing Address:.....

.....

.....

Purchase Order No.....Tel Number:

Contact Name : Mob Number.....

E Mail:

DECLARATION AND AUTHORISATION

I/We acknowledge having read and accept your terms and conditions.

I/We confirm that if I am not the building owner I have informed the building owner that I am appointing Celtech Consultancy Ltd to carry out the building control function for this project.

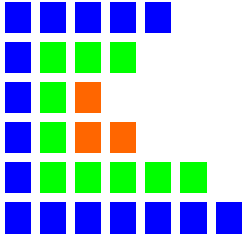
I/WE acknowledge that payment is due within 30 days after the date of any invoice.

Signed..... Name.....

Position..... Date.....

The fee payable to Celtech Consultancy Ltd for the above service is:-

£..... + VAT



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Initial Notice Continued ...

Celtech Consultancy Ltd declares that:-

- The work is not minor work.
- It does not and will not while this notice is in force, have any financial or professional interest in the work described.
- It will be obliged, by regulation 12 of the AI Regulations, to consult the fire authority.
- It undertakes that 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, it will consult the fire authority in respect of any of the work described above.
- It will be obliged, by regulation 13 of the AI Regulations, to consult the sewerage undertaker.
- It undertakes that 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, it will consult the sewerage undertaker in respect of any of the work described above.
- It is aware of the obligations laid upon it by Part II of the Act and by Regulation 8 of the AI Regulations and is an approved inspector for the purposes of Part II of the Act in respect of the work described in this notice.
- 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 2010 Regulations.

Signed.....

Name.....

**For and on behalf of Celtech Consultancy Ltd
Approved Inspector**

Position.....

Date.....

Signed

Name.....

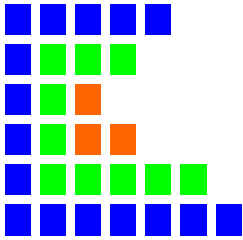
For and on behalf of the person intending to carry out the work:

Position.....

Date.....

Notes

- (1) Name and address of the Local Authority in whose area the work will occur.
- (2) Location and/or description of the work and the use of any building to which the work relates.
- (3) **The local authority may reject this notice only on grounds prescribed by Welsh Ministers. These are set out in Schedule 2 to the AI Regulations. They include failure to provide the relevant documents listed in this notice.**
- (4) "minor work" has the meaning given in regulation 9(5) of the AI Regulations. Delete whichever does not apply.
- (5) "professional or financial interest" has the meaning given in regulation 9 of the AI Regulations. Delete this statement if it does not apply.



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Building Regulation Compliance Assessment Terms & Conditions

Approved Inspector Service

Celtech Consultancy Ltd means, any of its employees, performing on behalf of the Company, its function of an Approved Inspector under Part II of the Building Act.

Client means an individual, company or organisation, its employees, servants or agents in either case specifically identified in the client's instruction, and represented by the person submitting that instruction or any other duly authorised representative. Where the client is not the building owner, all reasonable steps shall be made to ensure that the building owner is aware that Celtech Consultancy Ltd is carrying out the Building Control function for the building work to their property.

Building Regulation Compliance Assessment means - To assess the design, attend design team meetings, carry out statutory consultations, site inspections and issue the necessary Final Certificate for the purposes of the Building Regulations.

A "Site Inspection Stage Notification Plan" will be agreed at the first inspection. Ensuring this plan is followed will be the responsibility of both you and your contractor. Failure to follow the site inspection notification plan may result in a final certificate not being issued. In such a case the works may revert to the control of the local authority.

Celtech Consultancy Ltd will execute the service as required by the current Code of Conduct for Approved Inspectors and the Building Control Performance Standards issued by CICAIR, DCLG and WAG.

Celtech Consultancy Ltd recognises the importance of any customer complaints as a valuable feedback of our services. We are committed to using this information to help implement improvements. Our complaints procedure is available on request or alternatively visit www.celtech.org.uk.

Limitations of Liability

1. Nothing in this clause shall limit the Approved Inspectors liability for negligence resulting in death or personal injury. Subject to that:
2. Notwithstanding any other provisions in this contract (apart from 1 above), the Approved Inspectors 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 an amount commensurate with the construction cost of the project.
3. Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs, the liability of the Approved Inspector for any loss or damage ('the loss or damage') under this contract shall be limited to that proportion as it would be just and equitable for the Approved Inspector to pay having regard to the extent of its responsibility for the loss or damage and on the assumptions that:
 - 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 1 above to the client in respect of the carrying out of their obligations in connection with the project.
 - There are no exclusions of or limitation of liability no 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



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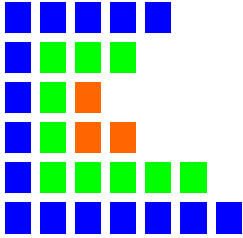
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- All the parties referred to in this clause have paid to the client such proportion of the loss or damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss or damage.
1. The Approved Inspector 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.
 2. The client shall only look to the Approved Inspector (and not to individuals engaged by the Approved Inspector or any individual directors or members of the Approved Inspector) 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 (Right of Third Parties) Act 1999.

Initial Notice

The appointment of an Approved Inspector is dependent on an initial notice being accepted by the local authority. If an initial notice issued by Celtech Consultancy Ltd (CCL) is returned by the local authority as invalid because building work has been found by them to have commenced, either before issuing the notice or before the 5 working day period of notice has expired, CCL will not be permitted to undertake its services and the local authority will be legally required to oversee the building work by default.

If an initial notice issued by CCL is invalidated by the local authority for the above reason CCL will bear no responsibility nor incur any liability for the unauthorised building work that has been carried out and CCL will invoice the person who has instructed us a charge of £50.00 + VAT to cover abortive administrative work.

Payment

Fee means a sum or sums payable by the Client to Celtech Consultancy Ltd in respect of the agreed services. Invoicing will commence when either a plan assessment has been issued or the first site inspection has been carried out. Projects with fees of £750.00 + vat or below will be invoiced in full.

Projects with fees above £750.00 + vat can be invoiced incrementally to suite the amount of fee. Amounts and stages to be agreed.

The Client shall pay to Celtech Consultancy Ltd, within 30 days of the date of issue of an invoice, the amount thereof together with VAT as applicable.

Celtech reserves the right to charge interest on late payments as a statutory right under the Late Payment and Commercial Debts (Interest) Act 1988.

If you pay us with a cheque, direct debit or BACS and your bank does not honour the cheque, direct debit or BACS, we may charge you a £10.00 return payment fee to cover costs we incur. You are also responsible for any costs that we have to pay in recovering overdue payments from you. This includes costs we may incur in using a third party such as a solicitor or debt collection agency, and any costs that they themselves incur in trying to recover a debt on our behalf.