

Service Schedule & Fee Structure

For the attention of: FullSelectedContactName

ClientCompanyName

SelectedContactPrintAddressML2010

(By Email)

Date: TodaysDate

Our Reference: QuoteRef

Dear FullSelectedContactName,

Thank you for providing us with the details of the proposed building project and please see our Service Schedule as follows:

1. Client details (Person carrying out the building works i.e. duty holder/building or land owner/leaseholder): ClientFullName
ClientCompanyName ClientAddressOnSingleLineCommas

2. Site address where the proposed building works will be carried out: SiteDisplayAddressOnSingleLine

3. Existing Use of the Building/Land (prior to works starting):
Proposed Use of the Building/Land (on completion of the works):

4. The proposed 'Description of Works': QuoteDescriptionOfWork

5. We require a Site Location Plan to validate your application.

6. We require a copy of your Planning Permission granted with or without Conditions, only required for the provision of all new dwellings (new build or by a change of use) to serve an Initial Notice on your behalf.

6.1 Confirm the Local Authority (LA) where works are being carried out: _____

7. Confirm that you authorise Mullee Associates Ltd to sign and serve the Initial Notice on your behalf and that the Client and their builder agrees that works will not commence on site until 5 working days after our Notice has been served to the LA.

*Please note that soft strip out/site enabling works can commence but no stages of building works i.e. structural/excavations.

8. Your works may require the following Statutory Consultations which we will carry out under the requirements of the Building Regulations and are included in our services:

Fire Brigade Consultation for Fire Safety Requirements of the Building Regulations

Thames Water for Below Ground Drainage to be checked on their Map of Sewers

9. Name & Contact Details of the person who will receive our invoice(s) and who will be paying for our services:

Name of Person: _____

Name of Company: _____

Address: _____

Email: _____

Tel: _____ Mobile: _____

10. Please confirm the following items that we are required to obtain for processing your application:

Estimated start date on site: _____

Estimated duration of the works (months) _____

Estimated cost of the building works (£K or £M) £ _____

Commencement date & duration of substructure works (month/year) _____

Principal Contractor/Builder Contact Details: _____

Principal Designer/Architect's Details: _____

Structural Engineer's Details: _____

Fire Engineer's Details: _____

Fee Structure and Service Schedule:

Plan Checking – Included & Statutory Consultations if applicable for the Proposed Works are also included.

Site Inspections – Included for all relevant stages of works as set out below under site inspections required.

Pre-Start Meeting(s) – To be confirmed as not requested and are to be agreed by the client in writing/email and in advance.

Total Fee Quote: NetTotal (+20% VAT)

Payments Due as follows:

1. On Application = £ 000 (+20% VAT) 2. On Commencement = £ 000 (+20% VAT) 3. Plan Check/As Interim = £ 000 (+20% VAT)

***Site Inspections required for the proposed building works to include the following stages of works: (To be Risk Assessed and Specific to each project) *Please inform your appointed builder of the required site inspections**

1. Excavations for all foundation types (prior to pouring concrete) *TBC if Underpinning Works Proposed as not advised or included in this fee proposal.

2. Substructure (Drainage, DPC, DPM, oversite, basement/ground floors, waterproofing elements, where applicable)

3. Superstructure (Steels & structural elements, upper floors, walls and roof structures, where applicable)

4. Fit out (Thermal/acoustic insulation, fire protection, ventilation, drainage and building services, where applicable)

5. Completion (All items to be completed on site and all relevant certificates to be submitted for final inspection)

Schedule of Services

Mullee Associates Limited shall at all times operate and adhere within the Code of Conduct for Registered Building Control Approvers produced by the Building Safety Regulator.

Mullee Associates shall be responsible for the following level of service:

1. Serving the Initial Notice to the Local Authority on receipt of all the required and relevant project information.
2. Assessing submitted plans and information for checking compliance with the Building Regulations 2010 and associated legislation and guidance.
3. Advising the Client/Duty Holder of additional information deemed necessary to be submitted for checking compliance with the Building Regulations 2010. Please note 'for construction' design details will be required for new build houses/blocks of flats/commercial/mixed use buildings to demonstrate compliance with the Building Regulations.
4. Review fire strategy design details where applicable to the project for the fire safety assessment in-line with the Building Regulations in advance of the statutory Fire Brigade Consultations required to be undertaken with the Fire and Rescue Service i.e. London Fire Brigade, when required.
5. Consultation with the Fire Authority and Sewerage Undertaker, when applicable for the proposed works.
6. Maintaining records of plan assessment(s) and providing a copy to the Client/Duty Holder.
7. Undertake site inspections as required for the project type, as stated above and record site inspection findings of the building work inspected on site throughout the stages of work and on completion.
8. Serving the Final Certificate(s) to the Local Authority and a copy to the Client on satisfactory completion and/or on occupation and within the time limits as set out for Registered Building Control Approvers, dependent on the building's relevant use.

Mullee Associates Obligations, Terms and Conditions:

***Please see The Association of Building Control Approver's Contract for the Appointment of an Approved Inspector (Based on CICAIR 3rd Edition 2020) Form of Agreement and its full Terms and Conditions form the basis of this Contract and Agreement for the Appointment of Mullee Associates Limited ("the Registered Building Control Approver" or RBCA) click [here](#). Our Privacy Policy & other relevant documents are available on our website link: <https://www.mulleeassociates.co.uk/downloads>**

1. Mullee Associates Ltd will provide the above services as set out in the Service Schedule and will not provide any additional services unless agreed in writing.

2. Mullee Associates must be informed of any delays to the start date or works on site, if they are to be put on hold or of any variations.

2.1 Any revised or amended works in addition to the works outlined in the service schedule or mentioned in the Description of Works that require additional services and fees, must be agreed in advance and in writing by you the client for our agreement.

2.2 Failure to inform Mullee Associates of any such revisions/amended/additional or variation of works may result in these works not being approved and could result in the Initial Notice being cancelled and a Notice of Cancellation being served by Mullee Associates.

3. Please note the Statutory Time Constraints that will apply to this agreement for your building project as follows:

3.1 You are required not to commence building works until 5 working days after your Initial Notice has been served by Mullee Associates Ltd and received by the Local Authority AND you are to inform us in advance of each stage of works required to be inspected prior to covering up, as stated above in the service schedule.

3.2 You are required to commence the works no later than 3 years from the date on the initial notice (when served).

3.3 You are required to provide us with all outstanding information when requested, including any necessary certificates for completed installation works (e.g. Electrical or Fire Safety Information – see item 3.4 below) on Completion of Works, as we must serve the Final Certificate (within 8 weeks for domestic and residential use only or 4 weeks for commercial and mixed use) on completion of works or occupation, whichever date is sooner to meet the requirements of The Building (Registered Building Control Approver etc.) (England) Regulations 2024.

3.4 Please note that the Client must confirm in writing/email on completion/occupation whichever date is sooner, a statement that all relevant Fire Safety Information has been handed over to the responsible person (defined under Article 3 of the Regulatory Reform (Fire Safety) Order

2005) so that they understand the fire strategy of the building, operate and maintain fire safety systems and carry out their fire risk assessment for the premises. This is required for works to flats with common parts, commercial and mixed use buildings including new dwellings more than 45m from the road, where fire safety systems have been installed to meet the requirements of the Building Regulations.

3.5 The Final Certificate cannot be issued until we have received the following signed declarations; A statement by the Client that the building work is complete AND a signed statement that, to the best of your knowledge, the building work complies with the Building Regulations. A signed statement from each Principal Designer and Principal Contractor, that they have fulfilled their duties under the Building Regulations.

4. Mullee Associates Ltd have not agreed to carry out the following services:

4.1 Planning Consultations to obtain approval on your behalf.

4.2 Structural Design or any Architectural Design of your proposed building works.

4.3 Fire Engineering Design of your proposed building works.

4.4 Any services required under the Part Wall etc. Act or Construction (Design & Management) Regulations.

4.5 Any services in regards to Asbestos, Japanese Knotweed or any controlled substances as these are the services of a specialist contractor.

4.6 Any additional administrative support or technical services other than those contained within the agreed service schedule.

4.7 Any statutory requirements other than the requirements under the Building Act 1984.

4.8 Mullee Associates Ltd will **not** handle any third party money on behalf of the client i.e. Statutory 'Build Over' Agreements for works near Drains/Sewers owned by Thames Water or any payments requested by other third parties for additional services that may be required.

4.9 Mullee Associates Ltd will **not** be responsible for supervising or managing the works of the client's appointed builder as it is the full responsibility of the client to ensure their builders comply with the Building Regulations and statutory requirements for the building works.

5. This fee proposal is valid for 30 days from the date stated herewith and the following payment terms are to be adhered to:

5.1 VAT is excluded and is to be added to the fee and each invoice received, which is currently chargeable at 20%.

5.2 By signing this agreement you agree to pay our invoice(s) upon receipt or within 28 days from the date stated on the invoice(s). You must inform us in writing in the first instance for any reasons pertaining to a late payment. If we do not receive a valid reason in writing with your payment date proposed, then a late payment charge based on the statutory interest charge currently at 8% plus the Bank of England current base rate will automatically be added to the outstanding payment.

5.3 Mullee Associates may also charge a fixed sum for the cost of recovering a late payment (and in addition to claiming the statutory interest charge), of which these amounts are set by late payment legislation.

5.4 Additional site inspections are chargeable at £250.00 + VAT including re-inspecting covered up works, non-complying building works and/or carrying out additional site inspections as agreed in advance by the client/duty holder(s)/builder and/or design team members.

6. Cancellation of Initial Notices & Issuing Rejection Notices: Mullee Associates shall cancel the Initial Notice by sending a Notice of Cancellation or issue a Rejection Notice to the Local Authority should the following circumstances occur:

6.1 Any situation that prevents Mullee Associates from carrying out their function as a Registered Building Control Approver.

6.2 Non-payment of the agreed fees in part or in full by the client and in the absence of a reason for non-payment in writing.

6.3 Prevention of site inspections by no access arrangements or communications in regards to providing safe access for to site.

6.4 Person carrying out the work/client/duty holder fails to give notice as required for all relevant inspections to be carried out, including giving notice for the start date and commencement of work/stages of the works under the requirements of The Building (Registered Building Control Approvers etc.) (England) Regulations 2024, see link [here](#) to Government Legislation website for the aforementioned Regulations with references to Regulation 15 'Notice before starting work and further notice when work is "commenced" etc.' & 16 'Lapse of initial notice: commencement of work' & 17 'Notification of dutyholders'.

7. Professional Indemnity Insurance:

7.1 Mullee Associates is required to maintain professional indemnity and public liability insurance in compliance with the guidelines issued by the Regulatory Body (The Building Safety Regulator) for 'Registered Building Control Approvers' (RBCA). On the client's written request, Mullee Associates shall provide evidence that these insurances are being properly maintained.

8. Limitations of Liability & Net Contribution:

8.1 Nothing in this clause shall limit Mullee Associates' liability for negligence resulting in death or personal injury. Subject to that:

8.2 Notwithstanding any other provisions in this contract (apart from clause 8.1 above). Mullee Associates' total liability to the Client or Domestic 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 not exceed the lesser amount of either the professional indemnity insurance cover required by virtue of clause 7.1 above or ten times the fee paid to Mullee Associates.

8.3 Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs, the liability of Mullee Associates for any loss or damage ('the loss of damage') under this contract shall be limited to that proportion as it would be just and equitable for Mullee Associates to pay having regard to the extent of its responsibility for the loss or damage and on the assumptions that:

8.3.1 all dutyholders, designers, 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 1 to the Client or Domestic Client in respect of the carrying out of their obligations in connection with the Project.

8.3.2 there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client or Domestic 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

8.3.3 all the parties referred to in this clause have paid to the Client or Domestic 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.

8.4 Mullee Associates shall not be responsible for the supervision of any contractor or subcontractor, nor shall the RBCA have any liability for ensuring the performance or adequate standard of workmanship of any contractor or subcontractor. It is the responsibility of the client to appoint a competent and suitable builder and designer for the type of building works they are appointed to carry out. If the builder covers up works, fails to give the required notice for the agreed site inspections or contravenes the Building Regulations then we may have to take formal proceedings which could incur additional costs. See item no.5.4 above for additional costs where applicable.

8.5 The Client shall look only to Mullee Associates (and not to individuals engaged by the RBCA or any individual directors or members of Mullee Associates) for redress if the Client or Domestic Client considers that there has been any breach of this contract. The Client or Domestic 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.

Date: TodaysDate
Our Reference: QuoteRef

Contract & Agreement for the Appointment of Mullee Associates

This contract is made between: ClientFullName ClientAddressOnSingleLineCommas (“the Client”)
And Mullee Associates Limited (“the Registered Building Control Approver”)


The Client intends to proceed with: QuoteDescriptionOfWork (“the Project”)

The Project relates to the land and/or buildings at: SiteDisplayAddressOnSingleLine (“the Site”)

The Client agrees that Mullee Associates Limited will act as agent for the Client only for the purpose of signing and serving the Initial Notice on the Client’s behalf.

It is agreed that:

1. The Client as the duty holder is in agreement that The Association of Building Control Approver’s Contract for the Appointment of an Approved Inspector (Based on CICAIR 3rd Edition 2020) Form of Agreement and its full Terms and Conditions form the basis of this Contract and Agreement for the Appointment of Mullee Associates Limited (“the Registered Building Control Approver” or RBCA).
2. The Client hereby appoints the RBCA and the RBCA hereby accepts the Appointment for the Project.
3. The RBCA shall provide the services specified in the Schedule of Services outlined as enclosed.
4. The Client shall pay the RBCA the agreed fee upon receipt or within 28 days of the date as stated and specified on the invoice(s) as set out in the Schedule of Fees and Terms & Conditions. Any alternative fee payment arrangements must be agreed in advance and in writing to avoid late payment charges.
5. The Client is fully responsible in complying with the Building Regulations, they must keep the RBCA informed of progress on site and ensure the agreed stages of works, enclosed and described within the Service Schedule and that they are requested to be inspected prior to covering up and notice given within a reasonable period of time (minimum 48 hour notice) 2 working days for works to be assessed with the Building Regulations.
6. The Client will be entirely responsible for the design, construction and management of the project as per their duty holder’s responsibilities for their proposed building works. They are to plan, manage and monitor the works to ensure compliance is met.
7. The Client shall inform the RBCA of any foreseen delays in the works commencing on site within a reasonable period of time and of any revised or amended building works proposed, any additional services and/or fees required for those amended or revised building works must be agreed in writing.
8. The RBCA will maintain an Insurance Scheme approved by the Regulatory Body for RBCAs (The Building Safety Regulator)
9. The liability of the RBCA will be limited to that of Local Authority Building Control under Murphy v Brentwood Borough Council. The RBCA’s Limitations of Liability and Net Contribution clause are contained within the RBCA’s Service Schedule enclosed and within its Terms and Conditions.
10. The RBCA’s intellectual property whether written or in electronic format is not to be used, copied or distributed to any person or company for their benefit without prior written permission from Mullee Associates.
11. The RBCA operates a complaints handling procedure which is available on Mullee Associates’ website and can also be provided upon request.
12. This contract is subject to the law of England and Wales and the Client and the RBCA submit to the jurisdiction of the courts of England and Wales.

Signed: 
Print Name: Pauline Mullee
RBI Class 2/4 Technical Manager
Director - Mullee Associates Limited
Registered Building Control Approver
Date: TodaysDate

Signed: _____
Print Name: _____
Person intending to carry out the work (the Client)
Date: _____
AND
Signed: _____
Print Name: _____
Person authorised to sign on behalf of the Client (if applicable)
Date: _____

***PLEASE NOTE:** The Client when signing this Contract agrees with the above Service Schedule items, Fee Structure, all Terms & Conditions & The Association of Building Control Approver’s Contract for the Appointment of an Approved Inspector (Based on CICAIR 3rd Edition 2020) Form of Agreement. The Client also understands their dutyholder’s responsibilities and agrees that the information provided is correct to the best of their knowledge and we must be informed immediately of any changes to the dutyholder’s appointments. Please sign, print your name and date the above Contract & Agreement for the Appointment of Mullee Associates and return back to us by email so that we can process your application efficiently. Signing this Contract as the Client, you agree that you understand and agree to all dutyholder’s responsibilities, see link [here](#) for Dutyholder’s Responsibilities guidance.