



## AGREEMENT FORM (Part 1)

### Issued by:

Yorkshire Dales Building Consultancy Ltd trading as **enevo Building Control**

Company No. 7043550 VAT Reg. No. 978 3347 69

Registered Office: Suite 2.1, Woodhead House, Woodhead Road, Birstall, Batley, WF17 9TD. Email: info@enevobuildingcontrol.co.uk Tel: 03301 901 201

### Important Instructions:

Please complete the sections. Where the proposed work involves a new building or the extension of an existing building, we will require a site location plan at 1:1250 scale.

It is important that you read and understand the Terms & Conditions included within this Agreement Form, along with the attached Privacy Notice.

It is also important that you understand the implications associated with the various dutyholders (Client, Principal Designer, Principal Contractor) – these dutyholders are defined in Regulation 11 of The Building Regulations etc. (Amendment)(England) Regulations 2023.

When the work is complete, you must provide notification to us, which contains the following information:

- A statement that the building work is complete.
- 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.

We cannot issue our final certificate without receiving these signed declarations.

### APPLICATIONS FOR BUILDINGS THAT MEET THE FOLLOWING CRITERIA MUST BE SUBMITTED TO THE BUILDING SAFETY REGULATOR:

- Buildings 18m in height or has at least 7 storeys, and
- Contains at least 2 residential units, or Is a hospital (meeting the above height/storey criteria), or
- Is a care home (meeting the above height/storey criteria).



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### Client Details

Name:  
Address:  
Tel:  
Email:

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### Agent Details

Name:  
Address:  
Tel:  
Email:

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### Principal Designer Details

Name:  
Address:  
Tel:  
Email:

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### Principal Contractor Details

Name:  
Address:  
Tel:  
Email:

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### Project Address

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### Description of Proposed Work

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Please confirm –

### Building Use

### Number of existing storeys

### Number of storeys after works

### Height of top storey

(Measured from the lowest part of the surface of the ground immediately adjacent to it. This includes access to basement car parks, lightwells and external smoke vents) to the top floor of the building. The top floor excludes any storey which is exclusively for machinery or plant rooms).

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## Confirmation the Building is NOT a High Risk Residential Building

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## 15% Commencement Date (required for all projects)

15% Commencement Statement (for  
projects that are not extensions or  
new)

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## New Dwelling Optional Requirements

In the case of a new dwelling, please specify whether any of the following  
optional requirements have been imposed by the planning authority:

- 1. Regulation 36(2)(b) (optional water efficiency requirement of 110 litres per person per day.
- 2. Schedule 1 Part M optional requirement M4(2) (category 2- accessible and adaptable dwellings)
- 3. Schedule 1 Part M optional requirement M4(3) (category 3- wheelchair user dwellings)
- 4. Do you have planning permission? Please tick if yes and provide the planning reference number –
- 5. **No optional requirements apply:**

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## Electrical & Gas Works (Domestic Projects Only)

I confirm that any gas work subject to the Gas Safety (Installation and Use) Regulations 1998 and Electrical work notifiable under the Building Regulation 12(6A) will be done by installers registered with an appropriate competent person scheme. The client should receive a self-certified compliance certificate from the installer within 30 days of completion.

Yes

No

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**Drainage/Sewer Details – H4  
Build Over**

Are you building over or within 3m of a public sewer?

- Yes
- No
- NA

**Foul Water Drainage**  
(✓ Tick one option)

- Existing public foul sewer
- Existing private foul sewer or drain
- Septic tank
- Treatment plant
- New Sewer connection
- Other (please specify):

**Surface Water Drainage**  
(✓ Tick one option)

- Existing public surface water sewer
- Soakaway
- Combined sewer (foul and surface)
- Watercourse (e.g. stream, ditch – subject to consent)
- New Sewer connection
- Other (please specify):

**Physical infrastructure and  
network connection for new  
dwellings.**

In the case of the erection of a dwelling, or erection of a building that is to contain one or more dwellings please check the relevant paragraph relating to Part R of the requirements and provide a suitable statement on the proposed 'connectivity plan' AND INFORMATION where necessary.

- 1 If the building will be connected to a public broadband network (like Openreach or Virgin Media), you must include a short statement saying which network it is.
- 2 If you are claiming an **exemption under Regulation 44ZB** (e.g. due to high cost), you must explain why and include supporting evidence.
- 3 If you are relying on **Regulation 44ZC** (where connecting to a network is not practical), you must explain why.
- If you're also relying on **Schedule 1, RA1(1)(c)** (which allows a delay if a new network is expected within 2 years), you must show what steps you've taken to find out if and where a new connection point will be installed nearby.

Where 1, 2 or 3 apply please provide a full package of **Connectivity Plans** for development detailing GIGABIT READY provisions applicable to the scheme. **IF THIS IS NOT PROVIDED FOR 'NEW BUILD DWELLING/S' IT WILL PREVENT THE ISSUING OF AN INITIAL NOTICE.**

**Total Agreed Fee**

Please tick the appropriate box for invoicing purposes

£ \_\_\_\_\_ inc VAT

- Client
- Agent
- Principal Designer / Contractor

Purchase Order No: \_\_\_\_\_

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I agree to the terms of business and have read and agree to the BSR Registered Building Control Approvers contract (see item 15 overleaf) for Yorkshire Dales Building Consultancy Ltd (trading as enevo Building Control) and confirm on behalf of myself/the client that I would like you to act in your capacity as Registered Building Control Approver (see note 10 overleaf).

Please sign and submit the Initial Notice to the Local Authority on my/the client's behalf.

<b>Name:</b>	<b>Date:</b>
<b>Signature</b>	<b>On behalf of (client name)</b>



## Part 2 – Services

Taking such steps as are reasonable to enable them to be satisfied within the limits of the professional skill and care set out in clause 14 (below) that the plans and the works comply with the Building Regulations, the Registered Building Control Approver shall –

Either undertake statutory functions.

or, undertake the following services (where appropriate to the project), including the Statutory Functions:

**Instructions** Receive instructions, brief and necessary documentation from the Client. Advise on procedure and programme for building regulation certificates.

**Initial Notice** Submit an Initial Notice to the relevant Local Authorities and provide copies to the Client.

**Assessment of Plans** Undertake an assessment of plans for compliance and communicate to the Client observed non-compliance with the Building Regulations, conditions pertaining to the approval or passing of plans and remedies available in the event of a dispute over compliance. Maintain appropriate records of the design assessment process.

**Statutory Consultations** Consult with the Fire Authority and forward their observations to the Client. Undertake all other statutory consultations and forward the observations of consultees to the Client. Consider the desirability of undertaking additional consultations and communicate to the Client any consultees' observations or advice beyond the scope of the Building Regulations. Alert the Client to provisions of legislation outside the Building Regulations believed to be relevant.

**Plans Certificate** If requested by the Client, when satisfied that the plans show no observed contraventions of Building Regulations, issue a plans certificate. Compile a schedule of modifications specified and/or further plans or information required to demonstrate compliance of plans.

**Inspection notification framework** Prepare an inspection notification framework (inspection schedule) and if requested provide a copy to the Client. Adopt an appropriate site inspection regime taking account of relevant factors and keep under review. Make inspections of the site in order to observe compliance with the Building Regulations. Maintain appropriate records of site inspections, identifying the work inspected and any observed non-compliance. Communicate any observed contraventions of Building Regulations. Notify observed significant departures from plans to consultees. Consider the need for tests, throughout construction and at completion, inform the Client of the requirements; witness tests and receive certificates as appropriate. Request copies of such plans as are necessary in relation to the commissioning of services prior to issue of a final certificate.

**Final Certificate** Having taken reasonable steps to be satisfied that the whole or part of the works has been completed for Building Regulations purposes, issue a final certificate, and send to the Client. If requested by the Client, provide a list of inspections carried out. Retain statutory records for an appropriate period. (References to the Client include persons designated by the Client).



## Terms of Business

1. Upon receipt of a completed Agreement form, Yorkshire Dales Building Consultancy Ltd (trading as enevo Building Control) will serve the statutory Initial Notice. By signing this Agreement Form you are confirming that the person intending to carry out the work understands that Yorkshire Dales Building Consultancy Ltd (trading as enevo Building Control) will sign the Initial Notice on their behalf (Building Control Alliance – Initial Notice Protocol Paragraph 9.1).
2. All completed Agreement forms must be accompanied by the total fee (unless otherwise agreed) and include, where applicable, plans for the scheme of proposed works. Please provide an address to which the receipt can be sent or to which the receipt is to be copied.
3. Where invoices have been issued these are required to be paid in full immediately.
4. The total fee has been determined based on the information provided at quotation stage – namely the number of site inspections (identified at instruction stage), a reasonable amount of time allocated to the plan checking process and where applicable, a proportion of the fee for checking of structural design/calculations by our consulting engineers. Additional plan check/consultancy fees incurred by Yorkshire Dales Building Consultancy Ltd (trading as enevo Building Control) which are deemed as disproportionate to the total fee will be charged to the Client. **Where significant changes in a project are proposed, including additional structural design information or, where structural design calculations are found to be incomplete or unsatisfactory, and additional checking is therefore required, additional fees may be charged.**
5. These terms of business cannot be varied unless agreed writing. Full terms of business are as provided in the BSR Registered Building Control Approvers (copy available upon request).
6. A valid Agreement must include the fee as in 2 above for Yorkshire Dales Building Consultancy Ltd (trading as enevo Building Control) to be able to act as the Registered Building Control Approver for the project and proceed to serve the statutory Initial Notice. Unless agreed in writing fees will not be refundable in the event any project does not proceed.
7. Fee scales/quotes, orders, invoicing, and method of working will be as stated in each term contract.
8. Where payment of fees has been agreed then the amount must be paid in full prior to the issue of a Final Certificate or part Final Certificate.
9. Where additional site inspections are requested, over and above those agreed at the instruction stage, a fee will be charged per additional inspection. The fee will be notified prior to any of the additional inspections being carried out.
10. **Where you are signing the Agreement form on behalf of a Client you are confirming that the Client accepts that Yorkshire Dales Building Consultancy Ltd (trading as enevo Building Control) will be undertaking the building control function i.e. acting as Registered Building Control Approver for their project.**
11. Complaints. Yorkshire Dales Building Consultancy Ltd (trading as enevo Building Control) has a complaints procedure. If you are not satisfied in any way with any aspect of the service you receive then please contact enevo Building Control. A copy of our complaints procedure is available upon request.
12. Please return the completed agreement to **enevo Building Control** at the following address Suite 2.1, Woodhead House, Woodhead Road, Birstall, Batley, WF17 9TD - [info@enevobuildingcontrol.co.uk](mailto:info@enevobuildingcontrol.co.uk)
13. An Initial Notice, once served upon the Local Authority, does not become valid until it has been accepted by the Local Authority. Local Authorities have 5 (working) days within which to accept or reject an Initial Notice served upon them. The commencement of work to which an Initial Notice relates within this period is done entirely at the risk of the person carrying out the works.
14. Yorkshire Dales Building Consultancy Ltd (trading as enevo Building Control) will carry out its duties with reasonable skill care and diligence and shall act with integrity in and for the interests of the Client for whom we act, maintaining confidentiality at all times, subject to our obligations in respect of current statutes or statutory provisions which are applicable to the functions of Registered Building Control Approvers. Yorkshire Dales Building Consultancy Ltd (trading as enevo Building Control) will undertake the function of Registered Building Control Approver and carry out the duties and obligations required by The Building Act 1984 and The Building (Registered Building Control Approvers etc.) (England) Regulations 2024.

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## 15. REGISTERED BUILDING CONTROL APPROVER ADDITIONAL CLAUSES

### Compliance with the Building Regulations

The Client has the statutory responsibility 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 or give rise to any duty to do so.

The Registered Building Control Approver shall, in performing the Services exercising the level of skill and care provided in clause 14 above, 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 the Project as a whole or every aspect of the Project complies with the Building Regulations.

### Termination Right

The Registered Building Control Approver may terminate this contract forthwith by notice in writing if the Registered Building Control Approver reasonably believes that it is impossible or impracticable to perform the Services as a result of any circumstances for which the Registered Building Control Approver is not responsible and/or that the Registered Building Control Approver will not be in a position to issue a final certificate on completion. Following termination by the Registered Building Control Approver or the Client, the Registered Building Control Approver is entitled to write to the Local Authority (with a copy to the Client) cancelling the initial notice under the Building (Registered Building Control Approvers etc.) (England) Regulations 2024 in which case the Registered Building Control Approver functions will revert to the Local Authority and the Registered Building Control Approver will be discharged from all requirements to complete the Services or any Additional Work. The Registered Building Control Approver shall not be liable for any losses, costs, expenses, damages, or liabilities that the Client may incur in such circumstances.

### Limitations of Liability

The Registered Building Control Approver's obligation in relation to the performance of the Services shall be limited to the exercise of the level of skill and care provided in clause 14 and it shall only be liable if and to the extent that it has failed to exercise such skill and care.

The Registered Building Control Approver shall not be responsible for or have any duty or liability in connection with the supervision of any contractor or sub-contractor, nor shall the Registered Building Control Approver have any responsibility, duty or liability as a result of in connection with the performance of any contractor or sub-contractor or any contractor or sub-contractor's standard of workmanship.

### The Insurer will not be liable in respect of:

Any Claim arising from a contract, agreement or appointment signed, entered into or concluded on or after the 1st July 2021, which contains provisions more onerous than the BSR Registered Building Control Approvers 'Contract for the Appointment of an Registered Building Control Approvers' but only to the extent that the claim or part thereof relates to a liability arising out of provisions more onerous than the BSR approved 'Contract for the Appointment of an Registered Building Control Approvers'.

Any Claim arising out of or liability assumed under a Third Party Contract entered into on or after the 1st July 2021 other than such liability that would have attached to the Insured in the absence of such Third Party Contract.

### A Third Party Contract is defined as:

Any Collateral Warranty, Letter of Reliance or any other contract with a third party other than the Insureds appointment for the provision of services.

### Financial Cap

Notwithstanding anything to the contrary in this Agreement, the liability of the Registered Building Control Approver under or in connection with this Agreement whether in contract or in tort [delict], in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed in aggregate the sum of ten times the total fee.

If no amount is inserted above, the liability of the Registered Building Control Approver shall not exceed in aggregate a multiple of ten times the total of the fees payable to the Registered Building Control Approver by the Client.

### Economic Loss Exclusion

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Neither Party shall under any circumstances whatsoever be liable to the other for any direct or indirect loss of profit, loss of business or anticipated saving or special, indirect or consequential damage suffered by the other Party that arises under or in connection with this Agreement.

**Net Contribution**

Further and notwithstanding anything to the contrary contained in this Agreement and without prejudice to any provision in this Agreement whereby liability is excluded or limited to a lesser amount, the liability of the Registered Building Control Approver, if any, for any loss or damage ("the loss or damage") in respect of any claim or claims shall not exceed such sum as it would be just and equitable for the Registered Building Control Approver to pay having regard to the extent of the Registered Building Control Approver's responsibility for the loss or damage and on the assumptions that:

- (i) all other consultants and advisers, contractors and sub-contractors involved in the project shall have provided contractual undertakings to the Client on terms no less onerous than those set out in this agreement in respect of the carrying out of their obligations in connection with the project; and
- (ii) there are no exclusions of or limitations of liability nor joint insurance or coinsurance provisions between the Client and any other party to the Project and that 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
- (iii) all the parties referred to in (i) above, 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.

**Time Limitation**

No action or proceedings under or in respect of this Agreement whether in contract, in tort, in negligence, for breach of statutory duty or otherwise shall be commenced against the Registered Building Control Approver after the expiry of six years from the date of completion of services or the termination of the services if earlier.

**Exclusion of Third-Party Rights**

Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce a term of this Agreement. Neither the Registered Building Control Approver nor the Client may assign its rights and/or benefits under this contract without the prior written consent of the other.

16. Please see our website for our privacy policy - [enevobuildingcontrol.co.uk/enevo-privacy-policy/](http://enevobuildingcontrol.co.uk/enevo-privacy-policy/)