

# Terms and Conditions

## Active Building Control Services Terms and Conditions

### 1. Basis for Terms and Conditions

1.1 The following terms and conditions are based upon the Association of Building Control Approver's (ABCA's) Contract for the Appointment of a Building Control Approver, referred to 'Contract Details' and can be found at <https://abca.uk/resources/>.

1.2 These terms and conditions relate to the parties and work details referred to in the online quotation and application system available at: <https://ABC-enquiry.Active.com/> or any other written quotation from Active Building Control.

### 2. Definitions and interpretation

#### 2.1 Definitions

In this Contract, unless the context otherwise requires, the following expressions shall have the following meanings:

Additional Work	This means any additional or varied services as a result of or in consequence of the matters described in clauses 9.1.1-9.1.5 that are not already covered by the Services set out in Part 4, together with any additional or varied services instructed by the Client and agreed by ABC.
Agent	means the person or company identified as 'Agent' in item H of the Contract Details who may act on the Client's behalf with respect to this Contract.
Building Act	means the Building Act 1984 as amended by the Building Safety Act.
Building Safety Act	means the Building Safety Act 2022, including the Secondary Legislation.
BSR	means the Building Safety Regulator under the Building Safety Act.
Building Regulations	Means the building regulations made under the Building Act, including the Building Regulations 2010.
Consumer	means an individual acting for a purpose wholly or mainly outside that individual's trade, business, craft or profession.

Defence Costs	means all costs and expenses (other than costs incurred in connection with dishonesty and fraud) which are incurred by ABC (with prior written consent of its insurer) or its insurer in connection with the defence, investigation or settlement of any claim made against ABC and notified under its insurance policy and in connection with any circumstances which might give rise to a claim.
Domestic Client	means one or more individual(s) who are owners or occupiers of a dwelling.
Fee	means the total amount to be paid to ABC for the Services as specified in item I of the Contract Details.
Final Certificate	means a certificate in accordance with Section 51 of the Building Act.
Fire Safety Claims	means any claim, Defence Costs or claimant's costs and expense directly or indirectly arising out of or in any way connected to (i) the combustibility, fire protection performance, fire resistance or fire-retardant characteristics of any external cladding or roofing systems and/or (ii) any internal fire protection systems and/or (iii) any aspect of the fire safety or fire performance of a building or structure.
Force Majeure	means any event outside of ABC's control, including without limitation, war, terrorism, sanctions, prohibitions or restrictions under any laws or regulations (including any trade or economic sanction laws or regulations), acts of God, flood, drought, earthquake or other natural disaster, and any epidemic or pandemic, including any consequences thereof.
HRB Work	means higher-risk building work as defined under the Building Act and the Higher-Risk Buildings (Descriptions and Supplementary Provisions) Regulations 2023, as such definition may be amended from time to time.
Initial Notice	means an initial notice to the relevant local authority notifying them of the Project under Section 47 of the Building Act.
Insolvent	means as defined in section 113, Housing Grants, Construction and Regeneration Act 1996.
Professional Conduct Rules	means the Professional Conduct Rules for Registered Building Control Approvers and the Health and Safety Executive's Building Control Professional Codes and Standards.

Professional Team	means any other party appointed by or to be appointed by the Client and/or the Agent on its behalf in addition to ABC to provide services and/or works in relation to the Project.
Relevant Event	means:  any change in any law, order, rules, regulations, codes of practice and/or decisions of a government body (including any changes required as a result of and/or in relation to the Building Safety Act and/or any consequences thereof), and/or the UK no longer being a member state of the EU (including the continuing consequences of the UK having left the EU), and/or any trade agreement between the UK and any country being entered into, abandoned, or delayed.
Secondary Legislation	means the secondary legislation enacted under the Building Safety Act, including, but not limited to, The Building (Approved Inspectors etc. and Review of Decisions) (England) Regulations 2023, the Higher-Risk Buildings (Descriptions and Supplementary Provisions) Regulations 2023 and the Building (Registered Building Control Approvers etc.) (England) Regulations 2024.
Services	means the services listed in Part 4 of this Contract.
Statutory Functions	means the duties of a Building Control Approver under the Building Act, the Building Safety Act and any regulations made under these Acts and formal guidelines issued by a government department.

### 3. Conditions

#### General

3.1 In this Contract, unless the context otherwise requires:

3.1.1 the word 'include' and any derivations of it shall be construed without limitation;

3.1.2 the singular shall include the plural and vice versa; and

3.1.3 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.

3.2 This Contract shall commence and take effect on the date ABC first commenced the Services.

3.3 This Contract is governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.

3.4 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).

## **4 Active Building Control Limited's (ABC's) general obligations**

4.1 ABC 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) ABC 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 ABC that the Services and/or any Additional Work shall be suitable or fit for any specified purpose.

4.2 ABC shall exercise the standard of skill and care required by clause 4.1 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 ABC in writing).

4.3 ABC 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 ABC shall have no responsibility and/or liability in respect of quality control of the works.

4.4 ABC 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, Building Act or relevant statutes. Any delay arising as a result of such failure shall entitle ABC to an additional fee and extension of time in accordance with clause 9.3.

4.5 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 ABC as required for ABC to perform the Services. ABC 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).

4.6 ABC 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 ABC pursuant to clause 4.5.

4.7 ABC will include details of the Principal Contractor within the Initial Notice, including the primary contact name, company name, address, email address and telephone number. ABC should be notified of any changes to these details as soon as possible.

## **5 Client's information and obligations**

5.1 The Client shall provide, or procure that other duty holders under the Building Safety Act, Building Act or relevant statutes provide, such information, documents, assistance and approvals as ABC 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 ABC to comply with its obligations under the Building Safety Act, Building Act or relevant statutes.

5.2 The Client shall be responsible for safe access to the Project being provided when ABC reasonably requires it and shall procure such access and certification from any consultant, contractor or sub-contractor as is reasonably requested by ABC.

5.3 The Client shall give ABC not less than 7 days' written notice before any works forming part of the Project are commenced and shall keep ABC regularly informed of the progress of the Project.

5.4 The Client shall give advance written to ABC at any stage at which an inspection by ABC is required.

5.5 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.

5.6 The Client appoints ABC as their agent to sign any scheduled forms on their behalf, including, the Initial Notice on their behalf and will provide the details completed in sections 1, 2, and 3 of the Initial Notice. The Client shall ensure that the relevant information required for the Initial Notice is returned to ABC in sufficient time so that it can be submitted to the relevant local authority not less than 5 working days before works start on the Site.

5.7 The Client hereby indemnifies ABC against any liabilities which ABC may incur (i) acting as the Client's agent provided ABC was acting with reasonable care and skill in the performance of its obligations as agent under this agreement and (ii) in respect of any inaccuracy, inadequacy or other deficiency in the details provided by the Client to ABC in relation to any schedule form as describe under clause 5.6.

5.8 The Client will notify ABC in writing of any Agent appointed to act on its behalf and of any change or dismissal of the Agent.

5.9 The Client shall notify ABC 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 ABC. The Client will procure the necessary consents and approvals from any other person carrying out the works in a timely manner to enable ABC to perform the Services and any Additional Work.

5.10 The Client shall notify ABC forthwith if the Project constitutes or involves work in relation to a Higher Risk Building as defined under the Building Safety Act, including if there is any change in design or construction during the Project that results in it constituting or involving work in relation to a Higher Risk Building.

5.11 The Client shall notify ABC of any potential conflicts of interest. This may relate to having a professional, partner, employment, financial, design or construction interest in the work.

## **6 Design, permits and approvals**

6.1 The Client shall be entirely responsible for the design, construction and management of the Project.

6.2 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 ABC shall be deemed Additional Work for the purposes of this Contract.

## **7 Compliance with Building Regulations**

7.1 The Client and not ABC shall be responsible for the Project's compliance with the Building Regulations. The Services do not include and ABC 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 compliance with the Building Regulations is achieved.

7.2 ABC 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 ABC 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.

7.3 ABC 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 ABC being unable to issue a Final Certificate at any time.

## 8 Payment

8.1 The Client shall pay ABC the Fee for the Services together with any additional fees incurred pursuant to clause 9 and any expenses, disbursements and charges.

8.2 ABC shall submit invoices to the Client in accordance with the Instalment Payments specified in item K of the Contract Details and where payment is on a time charge basis, invoices shall be submitted monthly unless otherwise specified in item K of the Contract Details.

8.3 The Fee together with any additional fee incurred pursuant to clause 9 and any expenses, disbursements and charges shall become due on the date of submission of ABC's invoice (the "Due Date"). ABC's invoice shall specify the sum it considers is due on the payment Due Date and the basis on which that sum is calculated.

8.4 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").

8.5 The sum stated as being due in ABC'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.

8.6 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 ABC under this Contract.

8.7 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.

8.8 In the event that any sum is not paid on or before the Final Date for Payment in accordance with this clause 8 ABC shall be entitled to:

8.8.1 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

8.8.2 Terminate this Contract immediately by notice in the event the Client has not paid any sums due and outstanding to ABC in accordance with this clause 8 within 30 days of written notice from ABC requiring such sums to be paid.

8.9 ABC'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 ABC in accordance with this clause 8.

8.10 ABC shall be entitled on an annual basis to review and revise, in accordance with the Office of National Statistics Consumer Prices Index, its rates set out in item I of the Contract Details or, if none are stated, ABC's 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 ABC shall be paid in accordance with such revised rates and Fee.

## **9 Changes to the Project and Additional Work**

9.1 ABC shall notify the Client in writing as soon as reasonably possible if it becomes aware that any Additional Work will be required, because of:

9.1.1 Changes in the design, size, scope or complexity of the Project;

9.1.2 Changes in the timing or programming of the Project including without limitation delay, disruption and/or prolongation to the Project and/or Services;

9.1.3 A failure by the Client to comply with its obligations under this Contract;

9.1.4 Additional meetings and/or visits and/or other work is required; and/or

9.1.5 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).

9.2 Where the Client instructs ABC to undertake Additional Work, the Client shall pay ABC on a time charge basis for undertaking the Additional Work, at the rates set out in item I of the Contract Details and ABC shall be entitled to a fair and reasonable adjustment to the programme for performing the Additional Work. ABC may include the charge in the next payment instalment after the Additional Work (or part of it) has been performed.

9.3 Notwithstanding the foregoing, if due to circumstances outside of ABC's control there are changes in the timing or programming of the Services and/or any Additional Work, or if ABC is delayed, disrupted or prolonged in all cases for reasons other than ABC's default, then the Client shall pay ABC on a time charge basis for the additional work undertaken by ABC 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 rates set out in item I of the Contract Details and ABC shall be entitled to a fair and reasonable adjustment to the programme.

9.4 ABC reserves the right to make the following additional charges:

9.4.1 Amendment Notices to local authority - £75 + VAT (plus fee for additional inspections will be notified in writing)

9.4.2 Resubmission of Initial Notice to local authority - £175 +VAT

9.4.3 Extension of time request to local authority - £175 +VAT

9.4.4 Issuing copies of any documentation - £75 +VAT

9.4.5 Retrieval of Archive Project Files - £150 +VAT

9.4.6 Change of Dutyholder notification to the local authority - £100 +VAT

9.4.7 Additional Site Inspections –

- Domestic Projects - £200 +VAT per hour
- Commercial Projects where the Regulatory Reform (Fire Safety) Order 2005 applies to the work - £200 +VAT per visit.

9.4.8 Additional Design Stage Assessment (where work is subject to new Regulations)

- New Dwellings - £350 + VAT per hour
- Other Projects - £200 +VAT per hour

9.4.9 “Third-Party Assessment Costs” shall cover services including, but not limited to, Structural Calculations, Fire Engineered Strategies, and CFD Modelling. Where this service is required by ABC to support its assessment process, such Third-Party Assessment Costs will be charged at a fee agreed upon by both parties. Where a fee cannot be agreed upon, then the Client may request that ABC arrange 2 quotes from competent third parties and allow the Client to choose which third-party shall be engaged. In such an event, the Third-Party Assessment Costs shall be calculated as the sum of ABC’s direct cost incurred to the chosen third-party plus a 20% uplift of that cost to account for ABC’s time in interpreting and communicating the results of that assessment. Notwithstanding the foregoing, ABC’s minimum fee for any Third-Party Assessment Costs shall be £2,000 + VAT.

9.4.10 We will recharge, as a disbursement, any costs associated with serving any project documentation to the Local Authority and /or any other direct costs that the Local Authority (or any other government or regulatory authority) levy upon us in relation to your Project. We will endeavour to make these charges clear in advance of any payment request.

## 10 Intellectual Property

10.1 The intellectual property rights in all documents produced and/or prepared by ABC under or in connection with this Contract (the “Documents”) shall vest or remain vested in ABC. Subject to payment in full by the Client of all sums owed to ABC under this Contract, ABC grants to the Client an irrevocable, non-exclusive, royalty free licence to copy and use the Documents for any purpose related to the Project.

10.2 ABC 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 ABC.

## **11 Insurance**

ABC 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.

## **12 Assignment and subcontracting**

Neither Party may assign its rights and/or benefits under this Contract without the prior written consent of the other Party. ABC 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.

## **13 Rights of third parties**

13.1 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.

13.2 It is agreed and acknowledged that ABC 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.

13.3 ABC shall not be required to comply with any agreement between the Client and any third party and ABC shall have no obligations and/or liabilities arising out of or in connection with any agreement between the Client and any third party.

## **14 Termination and discharge**

14.1 The Client may terminate this Contract forthwith by written notice to ABC if:

14.1.1 ABC is in material breach of its obligations under this Contract and has failed to remedy the breach within 28 days of the Client notifying ABC of the same; or

14.1.2 ABC becomes Insolvent.

14.2 ABC may terminate this Contract forthwith by written notice to the Client if:

14.2.1 The Client is in breach of its obligations under this Contract and has failed to remedy the breach within 28 days of ABC notifying the Client of the same;

14.2.2 ABC is prevented or impeded in performing the Services as a result of (i) Force Majeure and/or (ii) a Relevant Event such as rejection/ refusal to accept an Initial Notice by the Local Authority Building Control Body.

14.2.3 The Client becomes Insolvent;

14.2.4 ABC reasonably believes that it will not be in a position to issue a Final Certificate;

14.2.5 ABC considers that there is a conflict between its obligations under this Contract and the Statutory Functions;

14.2.6 ABC considers that it is necessary to cancel the Initial Notice under Section 52(1) of the Building Act 1984;

14.2.7 ABC is unable to maintain professional indemnity insurance and/or public liability insurance as required under this Contract;

14.2.8 The BSR suspends, terminates or places restrictions on ABC's registration which prevents ABC from carrying out the Services or from undertaking any Additional Work instructed pursuant to clause 9; and/or

14.2.9 The Project constitutes or involves HRB Work.

14.3 Following any notice of termination by ABC or the Client, ABC is entitled to:

14.3.1 Write to the relevant local authority (with a copy to the Client) cancelling the Initial Notice, in which case ABC functions will revert to the relevant local authority or to a different Building Control Approver, as may be notified by the Client, and ABC will be discharged from all requirements to complete the Services or any Additional Work; and/or

14.3.2 Except in the case of termination under clause 14.1.2 or 14.2.8 or 14.2.9, at ABC's discretion, issue a Final Certificate in respect of part of the works forming part of the Project.

## **15 Consequences of Termination**

15.1 If this Contract has been terminated, the Client shall pay to ABC 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 ABC by the Client at the date of termination along with any costs or expenses incurred by ABC as a result of termination where the Contract is terminated in accordance with clauses 8.8 and/or 14.2.

15.2 Termination of this Contract shall not affect any rights or remedies of the Client or ABC which exist at the date of termination.

15.3 Upon termination, ABC reserves the right to charge a fee for the work completed up to the date of termination, of either £150 +VAT or 30% of the agreed fee, depending on which is greater.

## **16 Limitations of liability**

16.1 Nothing in this clause 16 shall limit ABC's liability for negligence resulting in death or personal injury and/or for fraud or fraudulent misrepresentation.

16.2 Notwithstanding anything to the contrary contained in this Contract and without prejudice to any other provision of this Contract whereby ABC's liability is excluded or limited to a lesser amount, ABC'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 amount set out in item G of the Contract Details.

16.3 Subject to clause 16.2, ABC'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 ABC by way of indemnity against the Fire Safety Claim in question under ABC's professional indemnity insurance policy in force at the time that the Fire Safety Claim is notified.

16.4 ABC 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.

16.5 ABC 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.

16.6 ABC'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 ABC to pay having regard to the extent of ABC'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.

16.7 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 ABC 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.

## 17 Force Majeure and Relevant Events

17.1 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 ABC, the Client shall pay ABC on a time charge basis for the Additional Work undertaken by ABC as a result of the Relevant Event and/or Force Majeure, at the rates set out in item I of the Contract Details and ABC 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.

17.2 If any Relevant Event and/or Force Majeure prevents or significantly impedes the performance by ABC 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, ABC may forthwith by written notice terminate this Contract.

17.3 ABC 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 ABC'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.

17.4 The existence of a Relevant Event and/or Force Majeure shall not relieve the Client from any obligation to make payment to ABC under this Contract.

## 18 Consumer Clients

Where the Client is a Consumer, the Client shall have the right to cancel this Contract for any reason by sending ABC notice of cancellation in the form set out in Part 5 of this Contract within 14 days of the date this Contract takes effect. If the Client has instructed ABC 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 ABC received the notice of cancellation of the Contract.

## 19 Notices

The Client and ABC 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.

## 20 Disputes and complaints

20.1 Notwithstanding any other provision of this Contract either party may refer a dispute arising under this Contract to adjudication at any time under Part I of the Scheme for Construction Contracts (England and

Wales) Regulations 1998 (“Scheme”), which Part shall take effect as if it was incorporated into this Contract, subject to the following:

20.1.1 For the purposes of the Scheme, the adjudicator shall be the person nominated by the Royal Institution of Chartered Surveyors.

20.1.2 The adjudicator may adjudicate at the same time on more than one dispute under the same contract;

20.1.3 The adjudicator shall give reasons for their decision and shall deliver their decision to the parties as soon as practicable.

20.1.4 The adjudicator shall notify the parties as soon as practicable, if they become aware that they have any interest in the contract, the subject matter of the adjudication, or the parties.

20.2 Without prejudice to clause 20.1

20.2.1 If the Client is not satisfied with ABC’s performance of the Services or any Additional Work, it may ask ABC to implement ABC’s complaints handling procedure. ABC shall provide a copy of the procedure on request; and

20.2.2 The Client and ABC 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 16.7 and 20.1, either Party may, at any time, commence court proceedings to resolve any dispute.

## **21 Anti-Harassment**

21.1 The Parties agree to maintain a professional, respectful, and harassment-free relationship in all interactions under this Agreement. Harassment includes, but is not limited to, any unwelcome conduct, whether verbal, non-verbal, physical, or visual, that creates an intimidating, hostile, or offensive environment based on race, colour, religion, sex, sexual orientation, gender identity, national origin, age, disability, or any other legally protected characteristic.

Each Party shall:

1. Commit to upholding principles of respect, inclusion, and professionalism in all communications and activities related to this Agreement.
2. Ensure their employees, agents, and representatives adhere to the same standards.
3. Promptly address and resolve any complaints of harassment raised by the other Party or their representatives.



A material breach of this Anti-Harassment Clause may constitute grounds for termination of this Agreement, subject to applicable notice and cure periods.

This clause does not limit any Party's rights or obligations under applicable anti-discrimination or anti-harassment laws.