

**CLARKE BANKS  
BUILDING SAFETY DIVISION**

TERMS AND CONDITIONS

## VERSION HISTORY

Version	Status	Date Issued	Comment	Prepared By	Reviewed By	Verified By
01	Current	2024		SW	AM	SW
02	Current	2024	Address change	LM	SW	N/A

**EXECUTIVE SUMMARY**

1. The Clarke Banks Building Safety Division manages the delivery of two core services which have two different terms and conditions.
  - a. Building Regulation Advisory – Delivered by Clarke Banks (Building Safety) Limited.
  - b. External Wall Services and Expert Witness Services (Including Site Inspection Services) – Delivered by Clarke Banks (Fire Engineering) Limited.
2. If there is a requirement for the Company to provide any of the following, the Company should be made aware before the first instruction on a project.
  - a. Collateral warranties.
  - b. Letter of reliance.
3. In order for us to progress with any works on the project, our appointment form must be completed and returned.
4. Third party reviews – In order for the Company to determine if a proposal demonstrates compliance with the Building Regulations, third party specialist support may be required depending on the complexity of the design. Should a Third-Party Review be required by, or requested at the discretion of the Company, the costs will be reclaimed from the Client before the Third Party process can be undertaken. Any fees will be presented to the client for agreement. The Third Party review process may be contingent on the Company being able confirm Building Regulation Compliance. The Third-Party Review process can apply to any area of Regulation but more commonly:
  - a. Façade Design.
  - b. Structural Design.
  - c. Fire Engineering Design.
5. Any overdue invoices will be subject to 5% interest every 7 days or part thereof.
6. Fees are based on a competent professional design team for the full duration of the project including a minimum of (for relevant project technical support).
  - a. RIBA Chartered Architect / Competent technician.
  - b. Technical Project / Design Manager.
  - c. Structural Engineer.
  - d. Fire Engineering Consultant (where relevant).
  - e. Mechanical and Electrical Engineer.
  - f. The company reserves the right to withdraw from the scheme should a suitable professional team not be maintained to support the project to all relevant stages.
7. The company fee(s) are based on electronic submission of all design information for review. (The company excludes project portal management from its standard fee offers).
8. Novation is not permitted by Clarke Banks (Building Safety) Limited. Should the client wish to novate the Company this agreement must be terminated, and a new agreement created with the new client.

9. Novation may be permitted by Clarke Banks (Fire Engineering) Limited and will need to be reviewed on a case by case basis.
10. All Terms and Conditions are subject to the law of England and Wales and the parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.
11. If any part of these Terms and Conditions are held to be invalid or unenforceable, the remaining terms will continue in full force and effect.

# **CLARKE BANKS (BUILDING SAFETY) LIMITED**

## TERMS AND CONDITIONS

### **TERMS AND CONDITIONS**

#### **1. PART 1 | APPOINTMENT SPECIFICS**

1.1. Clarke Banks (Building Safety) Limited - The company providing Professional Indemnity & Public Liability Insurance in accordance with clause 3.7. is Brokered by Howden with Probitas Syndicate 1492 and Everest Insurance (Ireland) DAC LIRMA.

1.1.1. *The total limit of the Company liability to the client referred to in clause 3.11.2 is 10 times the agreed fee for the Services or £1,000,000, whichever is the lesser in the aggregate inclusive of costs.*

1.2. Expenses and disbursements.

1.2.1. All expenses and disbursements incurred by The Company, in performing the Services as part of the appointment are included in the agreed fee (unless otherwise stated).

## **2. PART 2 | SERVICES**

2.1. Taking such steps as are reasonable to enable the Company to be satisfied within the limits of the professional skill and care set out in clause 3.1 that the plans and the works comply with The Building Regulations 2010, the Company shall exercise reasonable skill and care to undertake the relevant services instructed as per the Scope of Services Document.

## **3. PART 3 | CONDITIONS**

### **3.1. Building Regulation Specialist Advisory General Obligations**

3.1.1. The Company shall carry out the services and any additional work with the reasonable skill and care in accordance with these Terms and Conditions. Notwithstanding anything to the contrary, the Company shall have no greater obligation under or in connection with this contract than to exercise reasonable skill and care.

3.1.2. The Company shall exercise reasonable skill and care in performing the Services and Additional Services. Please note should a project scope or duration extend additional application fees may apply in accordance with clause, it is the applicant's responsibility to inform the Company in writing of any changes to scope or project duration.

3.1.3. English law is applicable to the services provided and all claims, disputes etc are subject to the jurisdiction of the UK Courts.

### **3.2. Client's Information and Obligations**

3.2.1. The client shall provide such information and assistance as Clarke Banks (Building Safety) Limited reasonably requires from time to time in order to facilitate the timely provisions of the services and any additional work.

3.2.2. The client shall be responsible for safe access to the project being provided when the Company reasonably requires it.

3.2.3. The relevant fee(s) are based on an electronic submission of all design information (The company excludes project portal management from its standard fee offers).

- 3.2.4. Building Regulation Advisory - The design information submittals must be made to discharge specific conditions from the Building Regulations Compliance Tracker. The company does not accept large submittals of mass design information.
- 3.2.5. The client shall ensure a suitable project team is maintained for the duration of the project including a minimum of (for relevant project technical support.)
  - i) RIBA Chartered Architect / Competent technician
  - ii) Technical Project / Design Manager
  - iii) Structural Engineer
  - iv) Fire Engineering Consultant (where relevant)
  - v) Mechanical and Electrical Engineer
- 3.2.6. The client shall be responsible to inform the Company of any significant design team member changes which may result in repeat / extra work. Repeat / extra work will be subject to additional fee(s) and the Company will not proceed with any works without prior agreement and written consent of the client.
- 3.2.7. The Client shall be responsible for checking if the work is notifiable under the Construction Design and Management (CDM 2015) Regulations. If the work is notifiable you will need to ensure that a suitably qualified Principal Designer is appointed prior to works commencing on site.

### 3.3. Design, Permits and Approvals

- 3.3.1. Except where permitted by law and to the extent set out in Part 2 | Services, the client shall be entirely responsible for the design, construction and management of the project and any additional work.
- 3.3.2. The client shall also be entirely responsible for obtaining and implementing all necessary permits, licences, and approvals, except those which form part of the services provided by the Company or any additional work.

### 3.4. Compliance with The Building Regulations 2010

- 3.4.1. The client and not the Company shall be responsible for the Project's compliance with the Building Regulations. The service is limited to advising on but not ultimate responsibility 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.

### 3.5. Payment

- 3.5.1. In principle the Company will break each Gateway or RIBA Stage Fee down into monthly

or bi-monthly (every two months) invoices and agree a payment schedule based on dates the client must provide at instruction. These invoices will then be issued on 1<sup>st</sup> of each relevant calendar month for the agreed duration.

- 3.5.2. The due date for payment of an instalment of the fee, together with expenses and disbursements if they are to be paid in addition, shall be the date of submission of the Company's valid invoice for each instalment. The final date for payment of that invoice is 14 days after the due date for the payment. The fee is exclusive of VAT, which shall be paid in addition to the main fee.
- 3.5.3. Non-payment of fees on time will result in the service being suspended, and therefore any details submitted to us will not be checked for compliance and site inspections will not be undertaken. All work will therefore be undertaken at the client's own risk.
- 3.5.4. Any sum due under the appointment which is not paid by the final date for payment shall carry interest at 5% above the Bank of England official dealing rate applicable from the final date for payment until the date on which payment is made.

### 3.6. Changes to the Project and Additional Work

- 3.6.1. The applicant shall notify the Company in writing as soon as it becomes aware that any additional work will form part of the application, because of:
  - i) Changes in the design, size, scope or complexity of the project
  - ii) Changes in the timing or programming of the project;
- 3.6.2. A failure by the client to comply with its obligations under this contract;
  - i) Additional meetings and / or visits and / or other work is required.
- 3.6.3. The Company shall notify the client in writing as soon as it becomes aware that any additional work will be required, because of:
  - i) Changes in the design, size, scope or complexity of the project;
  - ii) Changes in the timing or programming of the project;
  - iii) A failure by the client to comply with its obligations under this contract;
  - iv) Additional meetings and / or visits and / or other work is required.
- 3.6.4. The client shall pay the Company for the additional work on a time charge basis, at the rates set out in the table below, or for an agreed additional lump sum fee. The Company may charge these additional fees in full in the next payment instalment after the additional work (or part of it) has been performed.
- 3.6.5. The fee / charge for Additional Work shall be calculated on the basis of the time properly, and necessarily, spent by the Company in performing the Services at the following rates.

*NB These additional charges will not be charged without formal agreement with the client and would only be applicable where the following occurs: - Substantial extension of programme or*



*complexity of project work / increase in construction cost / change of design team / non-compliance of work / Additional items included within the application e.g. ReRoofing or Additional Façade Work.*

**Table 1 - Additional Charges Schedule**

TIME PERIOD	RATE
Additional Day Rate	£ 1 850.00 plus VAT
Additional Half Day Rate	£ 850.00 plus VAT
Additional Hourly Rate (Director)	£ 225.00 plus VAT
Additional Hourly Rate (Consultant)	£ 200.00 plus VAT

### 3.7. Insurance

3.7.1. The Company shall maintain, provided it is available at commercially reasonable rates, Professional Indemnity Insurance of £1,000,000 and Public Liability Insurance of £10,000,000 for a period of 6 years. On the client's written request, the Company shall provide a Broker's certificate evidencing cover.

### 3.8. Assignment and Subcontracting

3.8.1. Neither party may assign its rights and benefits under this contract. The Company may subcontract any part of the services and any additional work, without the prior approval of the client, not to be unreasonably withheld or delayed.

### 3.9. Termination and Discharge

3.9.1. The client may terminate the appointment forthwith if:

- i) The Company is in material breach of its obligations under these terms and conditions and has failed to remedy the breach within 28 days of the date of the notice of the breach from the client; or
- ii) The Company becomes insolvent.

3.9.2. The Company may terminate the appointment forthwith if:

- i) The client is in material breach of its obligations under the appointment and has failed to remedy the breach within 28 days of the date of the notice of the breach from The Company;
- ii) The client becomes insolvent.

3.9.3. Following termination by the Company or the client, the Company will be discharged from all requirements to complete the services or any additional work.

3.9.4. The right of either party to terminate for material breach of these terms shall lapse if it has not been exercised within 35 days after giving notice of the breach to the other party.

### 3.10. Consequences of Termination

- 3.10.1. If the appointment has been terminated by the client, the client shall pay the Company any instalments of the fee due to the date of termination together with a fair and reasonable proportion of the next instalment of the fee commensurate with the services and any additional work performed by the Company prior to the notice of termination.
- 3.10.2. Termination of this contract shall not affect any rights or remedies of the Client or the Company which exist at the date of termination.

### 3.11. Limitations Of Liability

- 3.11.1. Nothing in clause 3.11 shall limit the Company's liability for negligence resulting in death or personal injury.
- 3.11.2. Notwithstanding any other provisions in these terms (apart from Clause 3.11), the Company's total liability to the client for any claims arising under or in connection with the appointment whether in contract, in tort (including negligence), for breach of statutory duty or otherwise) shall be limited to the amount set out in clause 1.2.
- 3.11.3. Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or cost, the liability of the Company for any loss or damage ('the loss or damage') under the appointment shall be limited to that proportion as it would be just and equitable for the Company to pay having regard to the extent of its responsibility for the loss or damage and on the assumptions that:
  - i) 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 clause 3.1 to the client in respect of the carrying out of their obligations in connection with the project.
  - ii) there are no exclusions of or limitations of liability nor 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
  - iii) 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.
- 3.11.4. The Company shall not be responsible for the supervision of any contractor or subcontractor, nor shall the Company have any liability for ensuring the performance or adequate standard of workmanship of any contractor or subcontractor. The company shall not be liable under or in connection with this contract for, or as a result of any work and / or services provided by and / or any act or omission of any third party (including within limitation, any contractor, consultant or sub-contractor).

The client shall look only to the Company (and not to individuals engaged by the Company or an individual directors or member of the company) for redress if the client considers that there has been any breach of these terms. 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 pursuant to the contracts (Rights of Third Parties) Act 1999.

- 3.11.5. The Company's liability, under, or in connection with this contract shall be limited to the exercise of reasonable skill, care and diligence and the Company shall not be liable unless it has failed to exercise such skill, care and diligence.
- 3.11.6. 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 contract / terms of appointment.
- 3.11.7. No action or proceeding under or in respect of this contract whether in contract, in tort, in negligence, for breach of statutory duty or otherwise shall be commenced after the expiry of six years from the date of completion of services or the termination of this contract if earlier.

### 3.12. Notices

- 3.12.1. The client and the Company can give notice to each other in writing in accordance with these terms by personal delivery. They can also give notice by recorded delivery or special delivery, in which case delivery is effective two working days after posting. Notices must be sent to Clarke Banks (Building Safety) Limited, 4 Navigation Court, Calder Park, Wakefield, West Yorkshire, England, WF2 7BJ or any other address notified.

### 3.13. Disputes and Complaints

- 3.13.1. If the client is not satisfied with the Company's performance of the services or any additional work, it may ask the Company to implement the Company's complaints handling procedure. The Company shall provide a copy of the procedure on request. The operation of the Company's complaints handling procedure does not affect the client's right to refer a dispute to The Courts.
- 3.13.2. The client and the Company 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.

### 3.14. Novation

- 3.14.1. Novation is not permitted by this form of agreement. Should the client wish to novate the Company this agreement must be terminated, and a new agreement created with the new client. Services performed prior to the new agreement will not be considered as part of the agreement with the new client.

### 3.15. Rights of Third Parties

3.15.1. No-one has any right to enforce any term of this contract under the Contracts (Rights of Third Parties) Act 1999, except as set out in clause 3.9. This does not affect the rights of the client and the Company in relation to these terms and the appointment.

### 3.16. Commencement

3.16.1. Whatever the date of appointment, these terms shall have effect commencing on the date when the Company commenced services.

### 3.17. Intellectual Property Rights

3.17.1. The intellectual property rights in all documents produced by the Company under this contract ('Documents') shall vest or remain vested in the Company. The Client shall have a revocable, non-exclusive, terminable, royalty free licence to use the documents for the purpose for which they were prepared, and the Company shall not be liable for the use of any Documents for any purpose other than that for which they were prepared.

### 3.18. Set Off / Withholding of Fees

3.18.1. The client will pay the sums invoiced by the Company without right of set-off, deduction or withholding in any circumstances.

## 4. PART 4 | DEFINITIONS AND INTERPRETATIONS

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

### 4.1. Additional Work

4.1.1. Means the type or volume of services appropriate for the Company to carry out in relation to the project as a result of or in consequence of the matters described in clause 3.6 and which are not already covered by the services set out in Part 2, together with any other services instructed by the client and agreed by the Company.

### 4.2. Fee

4.2.1. Means the total amount to be paid to Clarke Banks (Building Control) Limited for the services and any additional work.

### 4.3. Services

4.3.1. Means the services listed in Part 2.

### 4.4. Interpretation

4.4.1. In these Terms and Conditions, unless the context otherwise requires:

- i) The word 'include' and any derivations of it shall be construed without limitation.
- ii) The singular shall include the plural and vice versa.
- iii) A gender shall include any other gender; and

- iv) References to any statute or statutory instrument includes any statute or statutory instrument amending, consolidating, or replacing it, and reference to a statute includes statutory instruments and regulations made pursuant to it.

**CLARKE BANKS (FIRE ENGINEERING) LIMITED**  
TERMS AND CONDITIONS

## 1. APPOINTMENT SPECIFICS

The consortium providing professional indemnity insurance in accordance with clause 3.3 is Probitas Syndicate 1492 and Everest Insurance (Ireland) DAC LIRMA. The total limit of Clarke Banks (Fire Engineering) Limited liability to the client referred to in clause 3.7 is £10,000,000.00 in aggregate including all costs and expenses.

All expenses and disbursements, incurred by Clarke Banks (Fire Engineering) Limited in performing the Services as part of the appointment are included in the agreed Fee.

## 2. SERVICES

### 2.1. Legislation and Regulations

This Agreement incorporates:

- The Association of Consultant Engineers Conditions of Engagement 1995 second edition 1998 Agreement D ("the Ace Conditions") except as varied by this Agreement which shall have precedence in case of any conflict. All definitions and references to terms in this Agreement shall be deemed to have the meaning and refer to the provisions of the Ace Conditions;
- The Building Regulations 2010 (as amended);
- The Regulatory Reform (Fire Safety) Order 2005; and,
- The Building Act 1984 (as amended).
- The Building Safety Act

The Building Regulations 2010 include provisions for fire safety within certain classes of buildings. Part B of Schedule 1 to the Building Regulations includes five functional requirements:

- Regulation B.1 Means of Warning and Escape.
- Regulation B.2 Internal fire spread (Linings).
- Regulation B.3 Internal fire spread (Structure).
- Regulation B.4 External fire spread.
- Regulation B.5 Access and facilities for the fire service.

### 2.2. Warranties

In delivering the Services, Clarke Banks (Fire Engineering) Limited shall employ properly qualified and competent Surveyors and / or Engineers (Building Regulation Specialists) which shall exercise reasonable skill care and diligence of experienced specialist advisors. the provisions of the Services. Any warranty required shall be brought to the attention of Clarke Banks (Building Safety) Limited before we are appointed, additional fees are applicable for any warranty provision.

## 3. CONDITIONS

### 3.1. Charges and Payment

The due date for payment of an instalment of the Fee, together with any reasonable and agreed expenses and disbursements if they are to be paid in addition, shall be 7 days from receipt of Clarke Banks (Building Safety) Limited valid invoice for each instalment. The final date for payment of any valid invoice shall be 28 days after the due date for the payment. The Fee is exclusive of VAT, which shall be paid in addition to the main Fee.

Any sum due under the appointment which is not paid by the final date for payment shall carry interest at 5% above the Bank of England official dealing rate applicable from the final date for payment until the date on which payment is made.

### 3.2. Changes To the Project and Additional Work

Clarke Banks (Building Safety) Limited shall notify the client in writing as soon as it becomes aware that any additional work will be required, because of:

- Changes in the design, size, scope or complexity of the project;
- Changes in the timing or programming of the project;
- A failure by the client to comply with its obligations under this contract;
- Additional meetings and / or visits and / or other work is required.

The client shall pay Clarke Banks (Building Safety) Limited for the additional work on a time change basis, at the rates set out in the table below. Clarke Banks (Building Safety) Limited may include a charge in the next payment instalment after the additional work (or part of it) has been performed.

The Fee / charge for Additional Work shall be calculated on the basis of the time properly and necessarily spent by Clarke Banks ((Building Safety) Limited in performing the Services at the following rates.

NB These additional charges will not be charged without formal agreement with the client and would only be applicable where the following occurs: -

- Changes in the design, size, scope or complexity of the project;
- Changes in the timing or programming of the project;
- A failure by the client to comply with its obligations under this contract;
- Additional meetings and / or visits and / or other work is required.
- Delayed start on the design process and when more than 60 days have passed between the appointment date and the date when Clarke Banks (Building Safety) start the formal review process.
- Delayed start on site in relation to the original construction programme.

TIME PERIOD	RATE
Additional Day Rate	£ 1,798.00 plus VAT



Additional Half Day Rate	£ 899.00 plus VAT
Additional Hourly Rate (Director)	£ 225.00 plus VAT
Additional Hourly Rate (Fire Engineer)	£ 110.00 plus VAT

### 3.3. Insurance

Clarke Banks (Building Safety) Limited shall maintain professional indemnity insurance and public liability insurance in compliance with industry standards. On the client's written request, Clarke Banks (Building Safety) Limited shall provide evidence that these insurances are being properly maintained.

### 3.4. Assignment and Subcontracting

Either party may assign its rights and benefits under this contract. Clarke Banks (Building Safety) Limited may subcontract any part of the services and any additional work, with the prior approval of the client, not to be unreasonably withheld or delayed.

### 3.5. Termination and Discharge

The client may terminate the appointment forthwith if:

- Clarke Banks (Building Safety) Limited is in material breach of its obligations under these terms and conditions and has failed to remedy the breach within 28 days of the date of the notice of the breach from the client; or
- Clarke Banks (Building Safety) Limited becomes insolvent; or
- Upon 28 days written notice to Clarke Banks (Building Safety) Ltd

Clarke Banks (Building Safety) Limited may terminate the appointment forthwith if:

- The client is in material breach of its obligations under the appointment and has failed to remedy the breach within 28 days of the date of the notice of the breach from Clarke Banks (Building Safety) Limited.

### 3.6. Consequences of Termination

If the appointment has been terminated, the client shall pay Clarke Banks (Building Safety) Limited any instalments of the Fee due to the date of termination and any additional work performed by Clarke Banks (Building Safety) Limited prior to the notice of termination.

### 3.7. Limitations of Liability

Nothing in clause 3.6 (Consequences of Termination) shall limit Clarke Banks (Fire Engineering) Limited's liability for negligence resulting in death or personal injury.

Notwithstanding any other provisions in these terms (apart from Clause 3.6), Clarke Banks (Fire Engineering) Limited's total liability to the client for any claims arising under or in connection with the appointment whether in contract, in tort (including negligence), for breach

of statutory duty or otherwise) shall be limited to the amount set out in section 1.

Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or cost, the liability of Clarke Banks (Fire Engineering) Limited for any loss or damage ('the loss or damage') under the appointment shall be limited to that proportion as it would be just and equitable for Clarke Banks (Building Safety) Limited 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 to the client in respect of the carrying out of their obligations in connection with the project.
- there are no exclusions of or limitations of liability nor 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
- 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.

Clarke Banks (Fire Engineering) Limited shall not be responsible for the supervision of any contractor or subcontractor, nor shall Clarke Banks (Fire Engineering) Limited have any liability for ensuring the performance or adequate standard of workmanship of any contractor or subcontractor.

The members of Clarke Banks (Fire Engineering) Limited for redress if the client considers that there has been any breach of these terms. The client agrees not to pursue any claims in contract, in tort (including negligence), for breach of statutory duty with this contract at any time. The client acknowledges that such individuals are entitled to enforce this term pursuant to the contracts (Rights of Third Parties) Act 1999.

### **3.8. Commencement**

Whatever the date of appointment, these terms shall have effect commencing on the date when Clarke Banks (Building Safety) Limited commenced the services.

## **4. DEFINITIONS AND INTERPRETATIONS**

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

### **4.1. Additional Work**

Means the type or volume of services appropriate for Clarke Banks (Fire Engineering) Limited to carry out in relation to the project which are not already covered by the services set out in

Part 2 and which have been agreed with the client, together with any other services instructed by the client and agreed by Clarke Banks (Fire Engineering) Limited.

#### 4.2. Fee

Means the total amount to be paid to Clarke Banks (Fire Engineering) Limited for the services and any additional work.

### 5. ADDITIONAL NOTES

#### 5.1. The Fee

The Fee is to be a lump sum or charged on a time basis, if a lump sum is agreed, the appropriate details should be inserted. Time charge rates should be inserted in all cases, since if any additional work is undertaken, it is charged on a time basis.

#### 5.2. Expenses and Disbursements

Note that there are three alternatives (that expenses and disbursements are included within the Fee; that they may be charged in addition to the Fee; or that certain specified items may be charged). The unused alternatives must be deleted.

#### 5.3. Instalment Payments

In accordance with the Clarke Banks (Fire Engineering) Limited service proposal or otherwise agreed schedule.

#### 5.4. Fire Risk Assessment

In the case of a Fire Risk Assessment, Clarke Banks (Fire Engineering) Limited will act as Fire Risk Assessors in the preparation of a Fire Risk Assessment which is intended to assist the client in meeting legal obligations but does not itself ensure or confirm compliance. It is the responsibility of the Responsible Person and / or their Representative to implement any required actions identified by the Fire Risk Assessment. A Fire Risk Assessment will not include an Invasive inspection of the building construction.

Clarke Banks (Fire Engineering) Limited has a duty to inform the Local Authority Fire Service if during the inspection and / or audit, conditions that are considered to be immediately dangerous to relevant persons are found and cannot be remedied or significantly improved to reduce the risk to a tolerable level at the time of the visit.

TABLE OF CHANGES

DATE	CHANGE
13 11 2024	Change of notice address