

Runnymede Building Control Service

Terms and Conditions

Introduction

These Terms and Conditions govern the provision of building control services by Runnymede Borough Council (“the Authority”). By submitting an application or engaging with our building control service, you agree to comply with and be bound by the following terms.

1. Scope of Service

- Building Regulation Applications: Processing and determination of applications under the Building Act 1984 and Building Safety Act 2022.
- Inspections: Site visits to verify compliance with building regulations, safety standards, and approved plans.
- Dangerous Structures & Demolition: Enforcement of statutory provisions relating to unsafe buildings and demolition notices.
- Enforcement: Action taken to ensure compliance, including notices, penalties, and. will follow the Council’s **Building Control Enforcement Policy** and be proportionate to the level of risk

2. Responsibilities of the Council

- Compliance with Legislation: Implement all duties under the Building Safety Act 2022, Building Act 2010, and related statutory instruments.
- Risk Management: Identify, assess, and mitigate building safety risks, ensuring timely action plans.
- Record Keeping: Maintain accurate records, inspection reports, and compliance certificates.
- Fair Enforcement: Apply enforcement policies consistently, proportionately, and in the public interest.

3. Responsibilities of Applicants / Duty holders

- Accurate Information: Provide complete and accurate plans, specifications, and supporting documents.
- Compliance with Notices: Act promptly on any improvement or enforcement notices issued by the Council.
- Access for Inspections: Ensure safe and reasonable access for Council officers to carry out inspections.
- Duty holder Obligations: Principal Designers, Contractors, and Accountable Persons must comply with their statutory duties under the Building Safety Act 2022.

3. Applications and Documentation

- Applications must be made using the prescribed forms and must be accompanied by all required plans, documents, and fees.
- The Authority reserves the right to request additional information or clarification to determine compliance with building regulations.

4. Fees and Payment

- Fees are payable in accordance with the Authority's published schedule of charges.
- Failure to pay the required fee may result in enforcement action.

5. Inspections

- Inspections will be carried out at key stages of construction as specified by the Authority.
- The applicant is responsible for notifying the Authority at each inspection stage.
- Failure to request inspections may result in the Authority being unable to issue completion certificates.

6. Certificates and Notices

- The Authority will issue statutory notices and completion certificates where satisfied that the work complies with building regulations.
- Issuance of certificates is subject to satisfactory completion of works and all required inspections and certificates.

7. Liability & Disclaimer

- The Council's role is regulatory, not supervisory. Responsibility for compliance rests with the duty holders (designers, contractors, and building owners).
- The Council accepts no liability for defects, delays, or costs arising from non-compliance by applicants or contractors.

8. Data Protection

Personal data provided in connection with building control applications will be processed in accordance with current data protection laws and the Authority's privacy policy.

9. Complaints and Appeals

- Complaints should be submitted in writing to the Authority's Building Control Manager, using the Council's formal complaints process.
- Appeals against decisions may be made to the **Building Safety Regulator** or other statutory bodies as provided by law.

10. Amendments

The Authority reserves the right to amend these Terms and Conditions at any time. Any changes will be published on the Authority's website and will take effect immediately.

11. Governing Law

These Terms and Conditions are governed by the laws of England and Wales. Any disputes arising shall be subject to the exclusive jurisdiction of the courts of England and Wales.