

premier
guarantee

Terms and Conditions



Generic Terms and Conditions Document

Any words or terms highlighted in bold are defined in the relevant **Policy** wording.

Premier Guarantee for New Homes

1. Policyholder

- 1.1. For Section 3.1: A third party having paid a Registration fee and / or a deposit for the **Home** to the **Developer**.
- 1.2. For Sections 3.2 ,3.3, 3.4 and 3.5: The owner acquiring a freehold or leasehold interest, or their successors in title, or any mortgagee in possession or lessor excluding the **Developer**, **Builder**, any relatives or associated companies or anyone having an interest in the construction or sale of the **Home**.

2. General Conditions

- 2.1 A **Certificate of Approval** being issued by the **Surveyor** for sections 3.2, 3.3, 3.4 and 3.5 of the **Policy**.
- 2.2 Where Building Control has been carried out by an **Approved Inspector** the **Approved Inspector** confirming that they are not aware of any circumstances that would restrict their ability to issue a **Final Certificate**.
- 2.3 Full rights of recourse being retained against all parties other than the **Developer** and **Policyholder**.
- 2.4 All other terms and conditions as per the **Policy** wording.
- 2.5 The **Underwriter** reserves the right to withdraw this quotation if the **Developer** is not formally accepted for registration by the **Scheme Administrator**.
- 2.6 Where the **Developer** has appointed an independent **Builder** to construct the **Home(s)**, the **Underwriter** reserves the right to withdraw this quotation if the **Builder** is not formally accepted for registration by the **Scheme Administrator**.
- 2.7 It is a condition of registration that the **Developer** adheres to the requirements of the Consumer Code for Home Builders.
- 2.8 Cover for the **Defects Insurance Period** being conditional upon receipt of a Company Indemnity Agreement signed by the **Developer** and in cases where the **Developer** has appointed an independent **Builder** to construct the **Home(s)**, this should be signed by the **Builder** as well.
- 2.9 Should the **Developer** require cover under Section 3.1 (Insolvency of the **Developer**), the **Scheme Administrator** shall require confirmation of the amount of deposit to be taken against any **Home** during the **Building Period**. The **Scheme Administrator** will review this information and assess if any further financial security is required. In the event that the **Developer** is unable to satisfy the **Underwriter's** requirements regards suitable financial security for Section 3.1, the **Scheme Administrator** reserves the right to retain any deposit(s) received by the **Developer** in an escrow deposit account administered by our third party legal advisors until such time that the **Certificate of Approval** is issued for the **Home**.

3. Period of Insurance

- 3.1 Cover under the **Policy** extends for a total period of 10 years from the date stated on the **Certificate of Insurance**.
- 3.2 The **Period of Insurance** for each section is as follows:

Section 3.1	The Building Period for each Home as specified in the Development Initial Certificate / Home Initial Certificate .
Section 3.2	2 years from the date specified in the Certificate of Insurance .
Section 3.3	8 years from the date specified in the Certificate of Insurance .*
Section 3.4	8 years from the date specified in the Certificate of Insurance .*
Section 3.5	8 years from the date specified in the Certificate of Insurance .*

*The date of commencement of cover for sections 3.3, 3.4 and 3.5 start upon expiry of section 3.2

4. Site Audit

- 4.1 The Site Audit will be undertaken by our surveyors.
- 4.2 The Site Audit will comprise a full design assessment, structural assessment and site visits during the **Building Period**.
- 4.3 The **Surveyors** will have completed inspections before a **Certificate of Insurance** is issued confirming cover for each **Home**. Such inspections are carried out to satisfy the **Underwriter** that each **Home** represents a normal risk for insurance under **Premier Guarantee for New Homes**. It should not be inferred that inspections are for any other purpose.
- 4.4 The **Surveyor** works solely for the **Underwriter**.
- 4.5 Documents supplied to MD Insurance Services Ltd will be scanned and originals will not be returned unless clearly stated.

Premier Guarantee for Social Housing

1. Policyholder

- 1.1 The Housing Association and/or part or future owners of the property which is the subject of this insurance acquiring a freehold or leasehold interest in each **Home** within the **New Development** or their successors in title, or any mortgagee or lessor (other than the **Builder**).

2. General Conditions

- 2.1 A **Certificate of Approval** being issued by the **Surveyor**.
- 2.2 Where Building Control has been carried out by an **Approved Inspector** the **Approved Inspector** confirming that they are not aware of any circumstances that would restrict their ability to issue a **Final Certificate**.
- 2.3 Full rights of recourse being retained against all parties other than the **Policyholder**.
- 2.4 All other terms and conditions as per the **Policy** wording.
- 2.5 Cover for the **Defects Insurance Period** being conditional upon receipt of a Company Indemnity Agreement signed by the **Builder**.
- 2.6 The **Underwriter** reserves the right to withdraw this quotation if the **Builder** is not formally accepted for registration by the **Scheme Administrator**.

3. Period of Insurance

- 3.1 Cover under the **Policy** extends for a total period of 10 or 12* years from the date stated on the **Certificate of Insurance**.
- 3.2 The Period of Insurance for each section is as follows:

- | | |
|-------------|-----------------------------------------------------------------------------------|
| Section 3.1 | 1 years from the date specified in the Certificate of Insurance . |
| Section 3.2 | 9 or 11* years from the date specified in the Certificate of Insurance **. |
| Section 3.3 | 9 or 11* years from the date specified in the Certificate of Insurance **. |
| Section 3.4 | 9 or 11* years from the date specified in the Certificate of Insurance **. |

*the number of years cover is dependent upon the length of warranty quoted. Please refer to quotation document

**The date of commencement of cover for sections 3.2, 3.3 and 3.4 start upon expiry of section 3.1.

4. Endorsements

- 4.1 You should refer to the endorsement(s) attached to your quotation to ascertain the full extent of the cover. These endorsements will include all or some of the following:
 - 4.1.1 Endorsement 01 - **Insolvency** of the **Builder** during the **Building Period** - Cover under the endorsement is provided during the **Building Period** for each **Home** as specified in the **Development Initial Certificate / Home Initial Certificate**.
 - 4.1.2 Endorsement 02 - Loss of Rent - The **Underwriter** will indemnify the **Policyholder** for loss of rent receivable from existing tenants for a period not exceeding 26 weeks.
 - 4.1.3 Endorsement 03 - Plastering - The **Underwriter** will indemnify the **Policyholder** for the cost of removal and replacement of internal faulty plasterwork within each at the **New Development**.
 - 4.1.4 Endorsement 04 – Sound Transmission - The **Underwriter** will indemnify the **Policyholder** for costs incurred by the **Policyholder**, with the **Underwriter's** consent, for the complete or partial rebuilding or rectification work to each **Home** at the **New Development** caused solely by the transmission of airborne and / or impact sound due to a failure to comply with the appropriate Building Regulations.

5. Site Audit

- 5.1 The Site Audit will be undertaken by our surveyors.
- 5.2 The Site Audit will comprise a full design assessment, structural assessment and site visits during the **Building Period**.
- 5.3 The **Surveyors** will have completed inspections before a **Certificate of Insurance** is issued confirming cover for each **Home**. Such inspections are carried out to satisfy the **Underwriter** that each **Home** represents a normal risk for insurance under **Premier Guarantee for Social Housing**. It should not be inferred that inspections are for any other purpose.
- 5.4 The **Surveyor** works solely for the **Underwriter**.
- 5.5 Documents supplied to MD Insurance Services Ltd will be scanned and originals will not be returned unless clearly stated.

Premier Guarantee for Private Rental

1. Policyholder

- 1.1 The owner retaining a freehold interest and/or part or future owners of the property which is the subject of this insurance acquiring a freehold or leasehold interest in each **Home** within the **New Development** or their successors in title, or any mortgagee or lessor (other than the **Builder**) and for whom a **Certificate of Insurance** has been issued for the **Home** showing that the relevant cover under those Sections is applicable.

2. General Conditions

- 2.1 A **Certificate of Approval** being issued by the **Surveyor**.
- 2.2 Where Building Control has been carried out by an **Approved Inspector** the **Approved Inspector** confirming that they are not aware of any circumstances that would restrict their ability to issue a **Final Certificate**.
- 2.3 Full rights of recourse being retained against all parties other than the **Policyholder**.
- 2.4 All other terms and conditions as per the **Policy** wording.
- 2.5 Cover for the **Defects Insurance Period** being conditional upon receipt of a Company Indemnity Agreement signed by the **Builder**.
- 2.6 The **Underwriter** reserves the right to withdraw this quotation if the **Builder** is not formally accepted for registration by the **Scheme Administrator**.

3. Period of Insurance

- 3.1 Cover under the **Policy** extends for a total period of 10 or 12* years from the date stated on the **Certificate of Insurance**.
- 3.2 The **Period of Insurance** for each section is as follows:

- Section 3.1 1* year from the date specified in the **Certificate of Insurance**.
- Section 3.2 9 or 11* years from the date specified in the **Certificate of Insurance****
- Section 3.3 9 or 11* years from the date specified in the **Certificate of Insurance****
- Section 3.4 9 or 11* years from the date specified in the **Certificate of Insurance****

*the number of years cover is dependent upon the length of warranty quoted. Please refer to quotation document

**The date of commencement of cover for sections 3.2, 3.3 and 3.4 start upon expiry of section 3.1.

4. Endorsements

- 4.1 You should refer to the endorsement(s) attached to your quotation to ascertain the full extent of the cover. These endorsements will include all or some of the following:
 - 4.1.1 Endorsement 86 - **Insolvency** of the **Builder** during the **Building Period** - Cover under the endorsement is provided during the **Building Period** for each **Home** as specified in the **Development Initial Certificate / Home Initial Certificate**.
 - 4.1.2 Endorsement 85 - Loss of Rent - The **Underwriter** will indemnify the **Policyholder** for loss of rent receivable from existing tenants for a period not exceeding 26 weeks.

5. Site Audit

- 5.1 The Site Audit will be undertaken by our surveyors.
- 5.2 The Site Audit will comprise a full design assessment, structural assessment and site visits during the **Building Period**.
- 5.3 The **Surveyor** will have completed inspections before a **Certificate of Insurance** is issued confirming cover for each **Home**. Such inspections are carried out to satisfy the **Underwriter** that each **Home** represents a normal risk for insurance under **Premier Guarantee for Rental Properties**. It should not be inferred that inspections are for any other purpose.
- 5.4 The **Surveyor** works solely for the **Underwriter**.
- 5.5 Documents supplied to MD Insurance Services Ltd will be scanned and originals will not be returned unless clearly stated.

Premier Guarantee for Completed Housing

1. Policyholder

- 1.1 The person(s) named in the **Certificate of Insurance** or their successor in title, or any mortgagee or lessor whose interest has been noted under the **Policy**.

2. General Conditions

- 2.1 A **Certificate of Approval** being issued by the **Surveyor**.
- 2.2 Full rights of recourse being retained against all parties other than the **Policyholder**.
- 2.3 All other terms and conditions as per the **Policy** wording.

3. Site Audit

- 3.1 The Site Audit will be undertaken by our surveyors.
- 3.2 A **Surveyor** will have completed an inspection before a **Certificate of Insurance** is issued confirming cover for each **Home**. Such inspections are carried out to satisfy the **Underwriter** that each **Home** represents a normal risk for insurance under **Premier Guarantee for Completed Housing**. It should not be inferred that the inspection is for any other purpose.
- 3.3 The **Surveyor** works solely for the **Underwriter**.
- 3.4 Documents supplied to MD Insurance Services Ltd will be scanned and originals will not be returned unless clearly stated.

Premier Guarantee for Self Builders

1. Policyholder

- 1.1 The owner of the **Home** to be insured acquiring, a freehold or leasehold interest, or their successors in title, or any mortgagee in possession.

2. General Conditions

- 2.1 A **Certificate of Approval** being issued by the **Surveyor**.
- 2.2 Full rights of recourse being retained against all parties other than the **Policyholder**.
- 2.3 All other terms and conditions as per the **Policy** wording.
- 2.4 The insured **Home** should not be sold within 12 months of completion of the building works.
- 2.5 Where a **Builder** has been appointed by a **Policyholder** to construct the **Home**, the Builder will be required to sign an indemnity in respect of their responsibilities under the **Builder Liability Period** which applies for the first 12 months of the **Period of Insurance**.
- 2.6 The **Policy** may be cancelled without returning any premium in the event of:
 - 2.6.1 the building works period exceeding three years from the start date notified to the **Scheme Administrator** when the original application was made;
 - 2.6.2 if building works cease for 90 days or more before the **Home** is complete.
- 2.7 It is the duty of the **Policyholder** to notify the **Scheme Administrator** if the **Home** is to be left unoccupied for a period of 60 days or more. During such period the **Policyholder** will have a duty to maintain and visit the **Home**.

3. Site Audit

- 3.1 The Site Audit will be undertaken by our surveyors.
- 3.2 The Site Audit will comprise a full design assessment, structural assessment and site visits during the **Building Period**.
- 3.3 The **Surveyors** will have completed inspections before a **Certificate of Insurance** is issued confirming cover for the **Home**. Such inspections are carried out to satisfy the **Underwriter** that the **Home** represents a normal risk for insurance under **Premier Guarantee for Self Builders**. It should not be inferred that inspections are for any other purpose.
- 3.4 The **Surveyor** works solely for the **Underwriter**.
- 3.5 Documents supplied to MD Insurance Services Ltd will be scanned and originals will not be returned unless clearly stated.

Premier Guarantee for Commercial Buildings

1. Policyholder

- 1.1 As named in the **Certificate of Insurance**.

2. General Conditions

- 2.1 A **Certificate of Approval** being issued by the **Surveyor**.
2.2 Full rights of recourse being retained against all parties other than the **Developer** and the **Policyholder**.
2.3 Inclusion of Waterproofing being subject to a 12 Month Time Deductible (as more clearly explained in the **Policy**).
2.4 All other terms and conditions as per the **Policy** wording.

3. Period of Insurance

- 3.1 The Period of Insurance for each section is as follows:

Section 3.1.1	10 or 12* Years from the date specified in the Certificate of Insurance .
Section 3.1.2**	9 or 11* Years from the date of the expiry of the Time Deductible.*
Section 3.2	10 or 12* Years from the date specified in the Certificate of Insurance .
Section 3.3	10 or 12* Years from the date specified in the Certificate of Insurance .

*the number of years of cover is dependent upon the length of warranty quoted. Please refer to quotation document

A Time Deductible of 12 months commencing from the date specified in the **Certificate of Insurance as the commencement of the Structural Insurance Period shall apply in respect of any claim made for either Section 3.1.2 of the **Policy** or for a defect in the design, workmanship materials or components of the waterproofing elements of the **External Envelope**.

4. Site Audit

- 4.1 The Site Audit will be undertaken by our surveyors.
4.2 The Site Audit will comprise a full design assessment, structural assessment and site visits during the **Building Period**.
4.3 The **Surveyors** will have completed inspections before a **Certificate of Insurance** is issued confirming cover for each **Property Insured**. Such inspections are carried out to satisfy the **Underwriter** that each **Property Insured** represents a normal risk for insurance under **Premier Guarantee for Commercial Buildings**. It should not be inferred that inspections are for any other purpose.
4.4 The **Surveyor** works solely for the **Underwriter**.
4.5 Documents supplied to MD Insurance Services Ltd will be scanned and originals will not be returned unless clearly stated.

Premier Guarantee for Residential Properties in the Channel Islands

1. Policyholder

- 1.1 As named in the **Final Certificate**.

2. General Conditions

- 2.1 A **Certificate of Approval** being issued by the **Surveyor**.
2.2 Full rights of recourse being retained against all parties other than the **Developer** and the **Policyholder**.
2.3 Inclusion of Waterproofing being subject to a 12 Month Time Deductible (as more clearly explained in the **Policy**).
2.4 All other terms and conditions as per the **Policy** wording.

3. Period of Insurance

- 3.1 The **Period of Insurance** for each section is as follows:

Section 3.1	10 or 12* Years from the date of issue of a Certificate of Insurance .
Section 3.2	10 or 12* Years from the date of issue of a Certificate of Insurance .
Section 3.3	9 or 11* years from the date of the expiry of the Time Deductible.

*the number of years of cover is dependent upon the length of warranty quoted. Please refer to quotation document.

4. Site Audit

- 4.1 The Site Audit will be undertaken by either our surveyors or an approved third party.
- 4.2 The Site Audit will comprise a full design assessment, structural assessment and site visits during the **Building Period**.
- 4.3 The **Surveyors** will have completed inspections before a **Certificate of Insurance** is issued confirming cover for each Residential Unit. Such inspections are carried out to satisfy the **Underwriter** that each Residential Unit represents a normal risk for insurance under **Premier Guarantee for Residential Properties in the Channel Islands**. It should not be inferred that inspections are for any other purpose.
- 4.4 The **Surveyor** works solely for the **Underwriter**.
- 4.5 Documents supplied to MD Insurance Services Ltd will be scanned and originals will not be returned unless clearly stated.

Premier Guarantee for Commercial Properties in the Channel Islands

1. Policyholder

- 1.1 As named in the **Final Certificate**.

2. General Conditions

- 2.1 A **Certificate of Approval** being issued by the **Surveyor**.
- 2.2 Full rights of recourse being retained against all parties other than the **Developer** and the **Policyholder**.
- 2.3 Inclusion of Waterproofing being subject to a 12 Month Time Deductible (as more clearly explained in the **Policy**).
- 2.4 All other terms and conditions as per the **Policy** wording.

3. Period of Insurance

- 3.1 The Period of Insurance for each section is as follows:

Section 3.1	10 or 12* Years from the date of issue of a Certificate of Insurance .
Section 3.2	9 or 11* years from the date of the expiry of the Time Deductible.

*the number of years of cover is dependent upon the length of warranty quoted. Please refer to quotation document

4. Site Audit

- 4.1 The Site Audit will be undertaken by either our surveyors or an approved third party.
- 4.2 The Site Audit will comprise a full design assessment, structural assessment and site visits during the **Building Period**.
- 4.3 The **Surveyors** will have completed inspections before a **Certificate of Insurance** is issued confirming cover for each **Property Insured**. Such inspections are carried out to satisfy the **Underwriter** that each **Property Insured** represents a normal risk for insurance under **Premier Guarantee for Commercial Properties** in the Channel Islands. It should not be inferred that inspections are for any other purpose.
- 4.4 The **Surveyor** works solely for the **Underwriter**.
- 4.5 Documents supplied to MD Insurance Services Ltd will be scanned and originals will not be returned unless clearly stated.

Building Control

1. Introduction

- 1.1 All reference in this contract to Premier Guarantee shall be treated and interpreted as referring and applying to MD Insurance Services Ltd, Premier Guarantee Surveyors and Premier Guarantee, their employees, sub-contractors or agents.
- 1.2 This document contains the terms and conditions applicable when Premier Guarantee Surveyors provide the services of an **Approved Inspector** under the Building Act 1984, in England or Wales.
- 1.3 Premier Guarantee Surveyors is licensed by the Construction Industry Council to act as an **Approved Inspector** in England and Wales.
- 1.4 The terms and conditions set out in this document apply to each Initial Notice served by Premier Guarantee Surveyors on or after 1 April 2009. In each case when at the request of a client Premier Guarantee Surveyors serves an Initial Notice, that shall bring in to force with effect from the date of the Initial Notice a contract between Premier Guarantee Surveyors and the client for the provision by Premier Guarantee Surveyors of the services of an **Approved Inspector** for the building work to which the Initial Notice refers and that contract shall be on the terms and conditions set out in this document.
- 1.5 Premier Guarantee Surveyors shall provide the services with reasonable skill, care and diligence and in accordance with the Construction Industry Council's Code of Conduct for **Approved Inspectors**.
- 1.6 Where Premier Guarantee Surveyors are carrying out the **Building Control** function they have a statutory duty to ensure that each unit complies with current **Building Regulations**, British Standards and relevant health and safety legislation. Premier Guarantee Surveyors owe a duty of care to the client as well as future owners of the unit.
- 1.7 Documents supplied to MD Insurance Services Ltd will be scanned and originals will not be returned unless clearly stated.

2. Client Obligations

- 2.1 The client shall supply such information to Premier Guarantee Surveyors at such times as is reasonably required for the delivery of the services.
- 2.2 The client shall notify Premier Guarantee Surveyors in writing of any agent appointed to act on behalf of the client and of any change or dismissal of the agent.
- 2.3 The client shall notify Premier Guarantee Surveyors in writing of any instruction to vary the services.
- 2.4 The client shall make available during normal working hours proper access to the site for Premier Guarantee Surveyors or its appointed agent or servant in order to carry out inspections of work.

3. Assignment and subcontracting

- 3.1 Neither the client nor Premier Guarantee Surveyors shall assign the whole or any part of this Agreement without the consent of the other in writing. Such consent shall not be unreasonably withheld.
- 3.2 Premier Guarantee Surveyors shall not subcontract any part of the services without giving written notification to the client.
- 3.3 A person or company who is not party to this Agreement has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that act.

4. Payment

- 4.1 The client shall pay Premier Guarantee Surveyors for the performance of the services the fees and charges as are notified to the client in their quote for **Building Control** Services. All fees and charges under the Agreement are exclusive of value added tax, which if due shall be paid at the prevailing rate concurrently in addition.
- 4.2 Where the client intends to withhold payment of any amount either stated in the Premier Guarantee Surveyors invoice, the client must give written notice to Premier Guarantee Surveyors not later than 5 days before the final date for payment, stating the amount to be withheld and the grounds for withholding payment.
- 4.3 In the event that the client is in default over payments of amounts at the final date for payment and no notice of intention to withhold payment from such amount has been given under Clause 4.2 above, Premier Guarantee Surveyors may suspend performance of any or all of the services and the Final Notice will not be issued. This right is subject to Premier Guarantee Surveyors first giving the client not less than 7 days written notice of such intention and stating the grounds for suspension. The right to suspend performance shall cease when the client makes payment of the amount due. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the services. Such suspension shall not be treated as a suspension under Clause 6 below.
- 4.4 Premier Guarantee Surveyors shall notify the client in writing as soon as it becomes reasonably

apparent that any work additional to the subject of this Agreement will be required.

- 4.5 Where Premier Guarantee Surveyors are involved in additional work because of:
- 4.5.1 Changes in the scope of the work and/or,
 - 4.5.2 Changes in the program of the work, and/or,
 - 4.5.3 Changes instructed to the services, and/or,
 - 4.5.4 The commencement of adjudication, arbitration or litigation.

The client shall pay to Premier Guarantee Surveyors additional fees calculated (unless otherwise agreed) on the revised cost of the works, or at an hourly rate in accordance with Premier Guarantee Surveyors standard rates which can be provided on request.

5. Professional Indemnity Insurance

- 5.1 Premier Guarantee Surveyors are required to comply with the guidelines issued by the Department for Communities and Local Government in respect of the maintenance of professional indemnity insurance.
- 5.2 Premier Guarantee Surveyors shall on written request of the client provide evidence that the insurance is properly maintained.
- 5.3 Premier Guarantee Surveyors shall immediately inform the client if the insurance referred to in Clause 5.1 above ceases to be available.

6. Suspension and Termination

- 6.1 The client may suspend the performance by Premier Guarantee Surveyors of all of the services by giving 7 days written notice to Premier Guarantee Surveyors. The client must also give notice of cancellation of Initial Notice to the appropriate Local Authority and Premier Guarantee Surveyors in accordance with Section 52 of the Building Act 1984.
- 6.2 The client may terminate the appointment of Premier Guarantee Surveyors under this Agreement by giving 7 days written notice to Premier Guarantee Surveyors.
- 6.3 Where services have been suspended by the client and the Agreement has not been terminated, the client may, by giving reasonable written notice to Premier Guarantee Surveyors, require Premier Guarantee Surveyors to resume the performance of the services.
- 6.4 If the client materially breaches its obligations under this Agreement, Premier Guarantee Surveyors may serve on the client a notice specifying the breach and requiring its remedy within 28 days, and if the client thereafter fails to remedy that breach within that period Premier Guarantee Surveyors may terminate this Agreement by giving written notice to the client.
- 6.5 If either party:
 - 6.5.1 Commits an act of bankruptcy or has a receiving or administrative order made against it, and/or,
 - 6.5.2 Goes into liquidation, and/or,
 - 6.5.3 Becomes insolvent, and/or,
 - 6.5.4 Makes any arrangement with its creditors the other may suspend performance of the services or may terminate the appointment by giving written notice to the Client.
- 6.6 These rights are in addition to those granted to Premier Guarantee Surveyors under Clause 4 above.

7. Consequences of Suspension and Termination

- 7.1 If performance of the services has been suspended under Clause 4 or Clause 6 above or the Agreement has been terminated pursuant to the provisions of Clause 8 below, then:
 - 7.1.1 The client shall pay Premier Guarantee Surveyors any installments of the fees due to Premier Guarantee Surveyors up to the date of suspension or termination together with a fair and reasonable proportion of the next following installment commensurate with the services performed by Premier Guarantee Surveyors.
 - 7.1.2 Unless the Agreement has been terminated by the client because of a material breach by Premier Guarantee Surveyors the client shall pay Premier Guarantee Surveyors within 28 days of written demand the consequential costs necessarily incurred as a result of the suspension or termination.
 - 7.1.3 Termination of the Agreement shall be without prejudice to the rights and remedies of the parties.

8. Complaints

- 8.1 In the event that the client has a complaint in respect of the performance of the service provided by Premier Guarantee Surveyors under this Agreement, without prejudice to any other remedy available under this Agreement, he shall be entitled to have access to the complaints handling procedure

maintained by Premier Guarantee Surveyors, written copies of which should be available upon request from Premier Guarantee Surveyors.

9. Liability

- 9.1 The liability of Premier Guarantee Surveyors shall be limited to such sum as would be just and equitable for Premier Guarantee Surveyors to pay having regard to the extent of the responsibility of Premier Guarantee Surveyors for the loss or damage suffered on the basis that all other consultants and any subcontractors who have a liability shall be deemed to have provided contractual undertakings to the client on terms no less onerous than those applying in the case of this Agreement and shall be deemed to have paid to the client such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for such loss or damage. In assessing any liability arising from this Agreement, due regard shall be made to the limitations imposed by findings in the *Murphy v Brentwood District Council* (1989) 99 LGR 333 CA.
- 9.2 The liability of Premier Guarantee Surveyors shall be limited to the amount of the professional indemnity insurance required by virtue of Clause 5.1 above.
- 9.3 No action or proceedings for any breach of this Agreement shall be commenced by either party after the expiry of the period of limitation (specified in Clause 7 above).

10. Schedule of Services

Premier Guarantee Surveyors hereby agrees to provide the following **Building Control** service:

- 10.1 To issue to the client and appropriate local authorities an Initial Notice upon receipt of a completed Agreement.
- 10.2 To allocate a suitable qualified Building Control Surveyor to the contract.
- 10.3 To carry out statutory consultations.
- 10.4 Issue a Plans Certificate upon request when the plans and details show compliance with current **Building Regulations**.
- 10.5 To make periodic visits to the site to advise the Contractor of opportunities to comply with **Building Regulations**.
- 10.6 To issue a Final Notice to the client and the appropriate Local Authority at satisfactory completion of building works.
- 10.7 The client hereby agrees, as is required for Premier Guarantee Surveyors to carry out his duties, to provide:
 - 10.7.1 Copies of full working drawings in sufficient quantities as is specified, and at the appropriate time,