

TERMS OF ENGAGEMENT

APPOINTMENT OF RELEVANT BUILDING SURVEYOR

This agreement is for the provision of professional building surveying and other services whereby the following;

Owner/s:

(insert names of ALL owners as they appear on title)

Address:

Contact person: **Phone:**

Description of Building Work:

Project Address:

Appoints Andrew Black VBA Reg No. BS-L 34029 to act as the Relevant Building Surveyor (hereafter referred to "RBS") pursuant to the provisions of the Building Act 1993 (hereafter referred to as "Act") and Building Regulations 2006 (here after referred to as "Regulations")

1. SCOPE OF APPOINTMENT - MANDATORY SERVICES OF RELEVANT BUILDING SURVEYOR

- Assess the building permit application under the Act and Building Code of Australia deemed to satisfy controls.
- Collect and remit the applicable building permit levy to the Victorian Building Authority.
- Conduct mandatory inspections and issue statutory directions as necessary for proper completion of works. (Hours of operation are 9.00am-5.00pm Monday –Friday, excluding public holidays. Our offices close over the Christmas break and re-open in the second week of January.
- Issue the applicable occupancy permit or certificate of final inspection as applicable.
- Provide copies of all relevant permit documents to the council.
- No allowance is made for onsite meetings, unless previously agreed to in writing. Meetings will be charged at \$275.00 plus GST per hour plus travel.

2. FEES – As per fee proposal

3. OTHER SERVICES TO BE PROVIDED OR OTHERWISE REQUIRED & ADDITIONAL FEES

Regulation 608 dispensations, alternative solutions, fire engineering, Report and Consent applications to authorities, enforcement matters, Protection Works, additional inspections & review of major design changes, will be charged at a calculation based on an hourly rate of \$275.00 plus GST per hour. Refer also item 7 of attached Conditions of Engagement form.

I/We hereby confirm that I have read and understand the conditions of engagement as per the attachment

Signed Date

Name

Signed Date

Name

Signed Date

Name

Signed Date

Name

Please ensure that all registered owners on title sign this form

CONDITIONS OF ENGAGEMENT

1. **DISBURSEMENTS:** State Government building permit levy must be paid before a building permit can be issued by the RBS pursuant to Section 201 of the Act. Statutory fees incurred by the RBS over and above the sum nominated in the fee proposal relating to property information and the like will be charged at cost plus a small administrative fee if deemed appropriate.
2. **PAYMENT:** A non-refundable fee of 50% of the fee as per the fee proposal is payable upon appointment of the RBS. This fee is payable prior to consideration of the building permit application. Schedule 2 of the Act requires an application for a building permit to be accompanied by the fee determined by the RBS. This fee is non-refundable.
3. **CLIENT AUTHORITY:** The Client warrants that the Client is the owner of the land at the *project* address referred to or that the Client is the duly authorised agent of the said owner. ie authorized by the owner in writing to act as agent for the owner. If required by the RBS the Client will produce written authority of the owner of the land to authorise the client to act on behalf of the owner.
4. **NO DUAL APPOINTMENTS:** It is an offence pursuant to Section 78 of the Act to appoint a person as an RBS if another building surveyor has already been appointed or otherwise authorised for the project. The client therefore warrants that no other building surveyor has been appointed (or has otherwise commenced duties) in relation to the project referred to in this agreement.
5. **PLANNING PERMITS:** The Client shall be responsible for obtaining (and the cost of) any planning permit and shall provide a copy of the planning permit and approved planning permit drawings to the RBS. The RBS shall not be required to issue a building permit after being appointed until any required planning permit and approved planning permit drawings are received by the RBS. It is the client's responsibility to ensure that the approved planning permit drawings are the same as the drawings submitted for the Building Permit and that the planning permit is current.
6. **ENTIRE AGREEMENT AND NO REPRESENTATIONS:** These terms and conditions constitute the entire agreement between the RBS and the Client and no reliance may be placed by the Client upon any oral discussions or representations made prior to or at the time of signing this agreement. The Client will make no claim or demand in relation to any such representations either at common law or alleged breach of the Trade Practices Act 1974 (Commonwealth) or the Fair Trading Act 1985 (Vic). The RBS is not an estimator or quantity surveyor and is not engaged by the Client to provide costing or estimating services.
7. **ADDITIONAL SERVICES:** Where the Client requests additional services from the RBS, that are not included in the scope of mandatory services described in the scope of the fee proposal, the RBS, shall not be obliged to proceed with such additional work until a request is received from the Client and agreed to by the RBS.
In the event that additional inspections or other additional re-assessment work is required by;
 - (a). The Client, or
 - (b). The scope of the mandatory services specified in the fee proposal and/or
 - (c). There are changes to the design of the building, and or
 - (d). The requested information is presented to the RBS in a manner which requires more than one re- assessment of documents, or
 - (e). The Act or Regulations require the RBS to proceed with such further work in order to complete the obligations and functions of the RBS, the RBS shall be entitled to deliver an account to the Client for such additional work. The amount of such fees shall be calculated based upon an hourly rate of \$275.00 per hour, GST included
 - (f). Matters relating to protection of adjoining properties
 - (g). Assessment and acceptance of Codemark, Certmark and other accredited products.
 - (h). Certification or advice in relation to Alternative design solutions, dispensations, modifications.
 - (i). Matters relating to work Directions, Notices, Orders or other enforcement provisions.
 - (j). Certification of structural design or performance assessments are not included in this fee submission.
 - (k). Extension of time of building permit is \$800.00 plus GST for a period of 6 months.
8. **CLIENT TO NOTIFY RELEVANT BUILDING SURVEYOR OF OTHER BUILDING PRACTITIONERS:** The Client must give written notice to the RBS of each building practitioner engaged by the Client for the building work referred to in this agreement, including details of any building practitioner certificate issued to the building practitioner under Part 11 of the Act. Such notice must be given either upon the appointment of the RBS where the Client has already engaged a building practitioner/s or within fourteen (14) days of the client engaging the building practitioner/s where the building practitioner/s is/are engaged after the appointment of the Relevant Building Surveyor.
9. **TERMINATION OF APPOINTMENT:** The appointment of the RBS may be terminated by the Client only with the written consent of the Victoria Building Authority (VBA). On such termination the RBS shall be entitled to be paid all fees and disbursements incurred to the date of termination. In the event that the building work nominated in this agreement is terminated before commencement or completion, the Client must notify the VBA by written notice. When this written notice is issued the appointment of the RBS shall be deemed to be terminated. The Client must thereupon pay all fees and disbursements incurred to the date of termination and the RBS shall be entitled to deliver an account for the same. Where Building Permit fees have been paid, the client acknowledges that there will be no refund of these fees. The applicant will not be entitled to any refund of fees. Furthermore the Client must not engage another RBS to complete the functions of the RBS specified in this agreement in respect of the building work without the written consent of the VBA.
10. **THE BUILDING PERMIT & THE RBS:** The building permit issued will be an assessment of the drawings for compliance with the Building Act and Regulations and not the serviceability, quality or functionality of the work approved by the permit. This appointment of an RBS is limited to ensuring the work carried out complies with the Act and Regulations that are applicable at the time of engagement or as otherwise agreed in writing. The RBS is responsible for the carrying out of mandatory inspections that will be listed on the Building Permit. The client is responsible to ensure that the RBS is given adequate notification for inspection and shall ensure that works do not continue beyond the notification stage until the inspection is approved. It is the responsibility of the client to ensure that the Building Permit remains valid. Full Building Permit fees will be payable for any Building Permit which lapses. Note: Fees will be calculated at the time of renewal or where the works are complete and no certificate of occupancy or certificate of final inspection has been issued the following fees will be payable:
 - a. \$1,500.00 plus GST fixed fee to issue the Occupancy Permit or certificate of final inspection plus,
 - b. \$1,000.00 plus GST per year plus 7% interest since the date of lapse of the building permit.
11. **PURPOSE OF INSPECTION:** Inspections carried out will be the minimum required to ensure compliance with the Act and Regulations and not supervision of all the work. It is the responsibility of the *builder* to construct the building fully in accordance with the approved permit documents, good practice, guide to standards and tolerances, and the Building Code of Australia. Variations must be approved by the RBS prior to construction and those variations that require further document survey and assessment and/or approval will incur an additional fee – refer Clause 7. It is the builder's responsibility to ensure that all mandatory inspections are called for. Mandatory inspections are required prior to placement of any concrete, at frame stage and upon final completion. Additional inspections over and above those referenced in the fee proposal will be charged at a minimum rate of \$200.00 plus GST per inspection plus 1.80/km where greater than 20km from our office. Inspections are priced on the basis of it being carried out by a qualified building inspector in the employ of Samuel Perna and Associates Pty Ltd. Inspections by contractors may incur additional fees. Inspections carried out specifically by the RBS will be charged out at an hourly rate of \$275.00 per hour, GST included. Note: For multi-unit developments, a site visit for "x" no. of units is counted as "x" no. of mandatory inspections.
12. **BUILDING NOTICES, BUILDING ORDERS & INSPECTION DIRECTION:** Building Notices and Orders are formal documents prescribed in the Regulations which are required to be served on the owner when breaches and non-compliances are identified for the purpose of securing compliance with the permit documents and other relevant provisions of the Regulations and Building Act. In the case of routine rectification works a Works Direction be sent to the owner and builder and in the event of non-response within an appropriate time (7, 14 or 30 days) the matter will be referred to the VBA as per the requirements of the Building Act, We reserve the right to charge an hourly rate for all Works Directions and subsequent correspondence relating to a works direction. Additional work associated with a Works Direction, Building Notice or Order payable as per Clause 7. Note: The minimum fee payable for a notice or an order is \$1,000.00 plus GST.