

# 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, registration no. BS-L 34029 to act as the Relevant Building Surveyor (RBS) pursuant to the provisions of the Building Act 1993 (Act) and Building Regulations 2018 (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 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 \$300.00 plus GST per hour plus travel.

## 2. FEES – As per fee proposal

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

Regulation 233 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 \$300.00 plus GST per hour. Refer also item 7 of attached Conditions of Engagement.

**I/We hereby confirm that I have read and understand the attached Conditions of Engagement.**

Please ensure that all registered owners on title sign this form

Signed \_\_\_\_\_

Name \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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# CONDITIONS OF ENGAGEMENT

## 1. DISBURSEMENTS

State Government building permit levy must be paid before a building permit can be issued by the Relevant Building Surveyor (RBS) pursuant to Section 201 of the Building Act 1993 (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.

## 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 building permit and that the planning permit is current.

## 6. ENTIRE AGREEMENT AND NO REPRESENTATIONS

These conditions of engagement 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. Our hourly rate of \$300.00 plus GST per hour will apply for any additional work requested by the client unless otherwise specified below.

Additional services referenced relate to:

- (a). The change in scope of the services specified in the fee proposal, and/or
- (b). Changes to the design of the building, and/or
- (c). Circumstances where requested information is presented to the RBS in a manner which requires more than one re-assessment of documents, and/or
- (d). Instances where 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, and/or
- (e). Matters relating to protection of adjoining properties, and/or
- (f). Matters relating to Regulation 236 compliance (existing wheelchair access, including inspections), and/or
- (g). Matters relating to the change of use of the building subject to Regulation 229 (including inspections), and/or
- (h). Matters relating to works being more than 50% subject to Regulation 233 (including inspections), and/or
- (i). Assessment and acceptance of Codemark, Certmark and other accredited products, and/or
- (j). Certification or advice in relation to alternative design solutions, dispensations, modifications, and/or
- (k). Matters relating to written directions to fix building work, building notices, building orders or other enforcement provisions, and/or
- (l). Certification of structural design, and/or
- (m). Review of performance assessments.
- (n). Extension of time of building permit is \$800.00 plus GST for a period of 6 months.
- (o). Referral of written direction to fix building work to Victorian Building Authority (VBA) is \$600.00 plus GST minimum or hourly rate.

## 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 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 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 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. Inspections will not be measured against the Guide to Standards and Tolerances. 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 NCC. 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 to 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 \$300.00 plus GST per hour. 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 DIRECTIONS**

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 Act. In the case of routine rectification works, a written direction to fix building work will 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 Act. We reserve the right to charge an hourly rate for all written directions to fix building work and subsequent correspondence relating to a written direction to fix building work as per Clause 7. Note: The minimum fee payable for a notice or an order is \$1,000.00 plus GST.