TERMS OF ENGAGEMENT FOR APPOINTMENT OF RELEVANT BUILDING SURVEYOR

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

Assess the application under the Act and Building Code of Australia issue the certification.
Conduct mandatory inspections and issue statutory directions as necessary for proper certification of illegal works.
Issue the applicable Statement of Compliance or certificate of final inspection.
Provide copies of all relevant permit documents to the council.
Complete all necessary services outlined in the fee proposal.

This application to be checked under: Deem to Satisfy Provisions ☐ Performance Provisions ☐

2. FEES

a	Relevant Building Surveyors fees for services nominated in clause 1 above	$	
b	GST	$	
e	Local council property information request (GST exempt)	$	115.50
g	Title Search	$	50.00
h	Section 29A, Demolitions Report and Consent	$	
i	Council consent and report for siting variations (Rescode)	$	350.00
j	Council / Relevant Authority application to build works over easement	$	350.00
k	Other Services:	$	
TOTAL PAYABLE AT APPLICATION STAGE:		$	

3. NUMBER OF INSPECTIONS TO BE PROVIDED AND/OR INCLUDED

Mandatory inspections: **3** Further inspections where requested or required will be charged at $150.00 (ex. GST) per inspection.

4. OTHER SERVICES TO BE PROVIDED OR OTHERWISE REQUIRED & APPLICABLE FEES

Regulation dispensations, Performance assessments, protection works advice, amending plans, variations to permit, building notices & Orders where required to secure compliance and all other Consultations.	$ 200 per hour (ex. GST)
Necessary correspondence, legal and authorities letters.	$ 100 per Letter (ex. GST)

APPLICATION DECLARATION

I,

Hereby appoint Robert Hartley trading as Yarra Building Surveyor Group Pty Ltd of Shop 3 / 260 Main Street, Lilydale, AIBS membership number 4129 Building Practitioners Board registration no. BS25753 to act as the relevant building surveyor (hereafter referred to as "RBS" pursuant to the provisions of the Building Act 1993 (hereafter referred to as "Act") and Building Regulations 2005 (here after referred to ass "Regulations") and shall pay the fees as nominated hereunder for proposal as set out in the fee proposal. I have not appointed another relevant building surveyor for these works. I make this appointment in my capacity as the owner/agent for this site. I am authorised by the owner of the building or land in writing to make this application on their behalf, pursuant to Section 248 of the Building Act 1993 (for agent of the owner only). This authorisation includes any application, including permit application, appeal or referral under this act.

SIGNATURE OF APPLICANT: **DATE:**

AGENT AUTHORITY (PURSUANT TO SECTION 248 BUILDING ACT 1993) APPLICANT DECLARATION

I, (owner of building/land)

Hereby authorise the applicant to act as my agent for the purpose of making any application (including building permit and occupancy permit applications), appeal or referral under the Building Act 1993 in respect of the proposed building work. I have not appointed another relevant building surveyor for these works.

SIGNATURE OF OWNER: **DATE:**

GENERAL PROCEDURES THAT APPLY TO THE INSPECTION OF BUILDING WORKS ILLEGALLY CONSTRUCTED

1. Completed Application Form.
2. Provide us with:
   a) copy of Title for Proof of Ownership.
   b) copy of the Building Notice as served by the Municipal Building Surveyor, which outlines the building works that have carried out illegally; OR
   c) details of the building works that have been carried out without a Building Permit.
3. Fees will be payable prior to the inspection of the illegal works.
4. An inspection of the building / structure will be organized at a time most convienient to you, the owner.
5. Upon our inspection of the illegal works we will review our findings and issue you with a report with the view to certifying compliance with the Building Regulations 2006 and the Building Code of Australia. The report will detail such items:
   a) Council property information, which may be applicable.
   b) Council planning information, which may be applicable.
   c) Defects associated with the building works.
   d) Exploratory work to be carried out.
   e) Rectification works to be carried out.
   f) Engineers certification on structural elements.
   g) Electrical Certificate from a licensed Electrician may be applicable.
   h) Plumbers Certificate from licensed Plumber may be applicable.
   i) The "process" in which all of the above will need to be carried out in order to issue a Statement of Compliance or a Certificate of Final Inspection.
6. We will need "as built" plans drawn by a registered building practitioner i.e. draftsperson
7. We will need an Engineers design certificate for all structural works that are not visible or that are contrary to the deemed to satisfy provisions of the Regulations.
8. Upon carrying out the above functions, we may determine that further rectification works (building works) may need to be carried out in order to bring the illegal works in line with current building regulations. These works may require a Building Permit in which we will issue to the client. The cost of the building permit will be determined upon the estimated cost of new building works.
9. Further to all of the above being carried out we will either issue a "statement of compliance" or a "final certificate", which will be passed onto the Municipal Building Surveyor, in order to cancel any Building Notice or Order.

CONDITIONS OF ENGAGEMENT

1. **ILLEGAL WORKS**
   This application is to certify the illegally built works on the owner's property and the costs involved are to pay for the certification of the said works. This is not and does not form part of an application for a building permit and the costs involved are not and do not form part of any payment for a building permit.

2. **PAYMENT**
   The fee specified in Clause 2, as determined by the relevant private building surveyor, is payable prior to consideration of the application.
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. 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. **PLANNING PERMITS**
   The Client shall be responsible for obtaining (and the cost of) any planning permits 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 certificate of compliance after being appointed until any required planning permit and approved planning permit drawings are received by the RBS.

5. **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.

6. **ADDITIONAL SERVICES**
   Where the Client requests additional services from the RBS, that are not included in the scope of mandatory services described in Clauses 1 & 4 of this agreement 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 work is required by;
   - ⇒ The Client,
   - ⇒ The scope of the mandatory services specified in Clause 1 of this agreement and/or
   - ⇒ Act or Regulations require the RBS to proceed with such further work complete the obligations and functions of the RBS, the RBS shall he entitled to deliver an account to the Client for such additional work. The amount of such fees shall be calculated in accordance with Clauses 2, 3 & 4 of this agreement and payment shall be duly made with in fourteen (14) days of invoice.

7. **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.

8. **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 documents. 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 4.