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 deemed to satisfy controls and issue the building permit.
- ⇒ Collect and remit the applicable building permit levy to the Building Control Commission.
- ⇒ Conduct mandatory inspections and issue statutory directions as necessary for proper completion of works.
- ⇒ Issue the applicable occupancy permit or certificate of final inspection.
- ⇒ Provide copies of all relevant permit documents to the council.

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

2. FEES – INCLUDING LABOUR & MATERIALS;

a	Relevant Building Surveyors fees for services nominated in clause 1 above are cost of works or set by Fees Guidelines.	$
b	GST (10 %)	$
c	State Government building permit levy (0.00128 x cost of works) (GST exempt)	$
d	HIH levy (0.00032 x cost of works) (GST exempt)	$
e	Local council property information request (GST exempt)	$ 115.00
f	Permit lodgement fee (GST exempt)	$ 32.60
g	Title Search	$ 50.00
h	Council consent and report for sitting variations (Rescode)	$ 350.00
i	Council / Relevant Authority application to build works over easement	$ 350.00
j	Issuing of Building Notices & Orders were required to secure compliance with the Building Permit.	$ 350.00
k	Amending plans or variations to Building Permit.	$ 150.00 per hr

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

Mandatory inspections: Further inspections where requested or required will be charged at $150.00 per inspection.

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

Regulation dispensations, Performance assessments, protection works requirements.	$ 200 per hour (ex. GST)
Necessary correspondence, legal and authorities letters.	$ 100 per page (ex. GST)

OWNER / AGENT OF OWNER

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. BS-U 25753 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 2006 (here after referred to ass "Regulations") and shall pay the fees as nominated hereunder for proposed building work as set out on the application form. 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: **DATE:**

CONDITIONS OF ENGAGEMENT

1. **DISBURSEMENTS**
   (a). State Government building permit levy as nominated in Clause 2(c) must be paid before a building permit can be issued by the RBS pursuant to Section 201 of the Act.
   (b). Statutory fees incurred by the RBS over and above the sum nominated in Clause 2(d) relating to property information and the like will he charged at cost.

2. **PAYMENT**
   The fee specified in Clause 2 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 council in accordance with the Local Government Act or as determined by the relevant private building surveyor.

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. **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 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 building permit after being appointed until any required planning permit and approved planning permit drawings are received by the RBS.

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 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;
   (a). The Client
   (b). The scope of the mandatory services specified in Clause 1 of this agreement and/or
   (c). 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.

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 Building Control Commission. 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 Building Control Commission 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. 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 Building Control Commission.

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 to the Act and Regulations that are applicable at this time. The RBS is responsible for the carrying out of 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.

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. 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.

12. **BUILDING NOTICES & ORDERS**
    Building Notices and Orders are formal documents prescribed in the Regulations when breaches and non compliances are identified for the purpose of securing compliance with the permit documents and other relevant provisions of the Regulations. Notices and Orders are required to be served as a matter of course for significant areas of non compliance or where safety is or may be compromised. In the case of routine rectification works an inspection report or letter will normally be sent to the owner and/or builder as applicable and in the event of non response within an appropriate time (7, 14 or 30 days) a Building Notice will be served and further fees will be payable as per Clause 2.