

# Daville Building Surveying

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ABN: 12395725606



## Appointment of Relevant Building Surveying

### Terms of Appointment

By completing this form, the Owner acknowledges that they have appointed Daville Building Surveying Pty Ltd to provide to the Owner building surveying services under the Building Act 1993. Daville Building Surveying will in providing the "**Services**" (as defined under clause 1) or any "**Additional Services**" (as defined by clauses 13 and 14) ensure that such are undertaken by a registered building practitioner, registered under the category of "building surveyor unlimited".

I/We	Owner(s)' Name	("Owner")
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Proposed Building Works:

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Located at:

Property Address

("Land")

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Furthermore I authorize:

To act on my behalf in this matter.

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### 1. MANDATORY SERVICES OF RELEVANT BUILDING SURVEYOR

The "**Services**" of Daville Building Surveying are as follows:

- (a) Assess the building permit application under the Act, the Regulations and Building Code of Australia "deemed to satisfy" controls.
- (b) Collect and remit the applicable building permit levy to the Victorian Building Authority ("**VBA**").
- (c) Conduct mandatory inspections and issue statutory directions as necessary for proper completion of works.
- (d) Issue the applicable occupancy permit or certificate of final inspection.
- (e) Provide copies of all relevant permit documents to the Council.

- (f) To retain a natural person qualified and registered to perform the function of the "relevant building surveyor" ("**RBS**") as defined by the Building Act ("**Act**").

Any works outside the scope of these "Services" shall incur additional fees as prescribed in Clause 15.

## **2. OWNER AUTHORITY**

The Owner warrants that he, she, they or it is the registered proprietor of the Land and the Owner's Agent is duly authorized. If required by Daville Building Surveying, the Owner will produce further written information in his regard.

## **3. ACCESS TO LAND**

The Owner acknowledges that Daville Building Surveying will require access to the Land in order to carry out the mandatory inspections. If Daville Building Surveying is unable to access the Land for any reason, Daville Building Surveying will not be responsible for any delays or loss whatsoever as a result of Daville Building Surveying being unable to access the Land.

Additional charges will apply where Daville Building Surveying is unable to reasonably access the Land to perform its services.

The Owner indemnifies Daville Building Surveying, its agents and employees against any injury, loss or damage to Daville Building Surveying, its agents or employees while accessing the Land.

## **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 authorized for the project. The Owner therefore warrants that no other building surveyor has been appointed (or has otherwise commenced duties) to perform any of the Services referred to in this agreement.

## **5. PLANNING PERMITS**

The Owner shall be responsible for obtaining at its cost any planning permit and shall provide a copy of the planning permit and approved planning permit drawings to the satisfaction of Daville Building Surveying. No building permit will be issued until any required planning permit and approved planning permit drawings are received by Daville Building Surveying to its satisfaction.

## **6. ENTIRE AGREEMENT AND NO REPRESENTATIONS**

These Terms constitute the entire agreement between Daville Building Surveying and the Owner and no reliance may be placed by the Owner upon any discussions or representations made prior to or at the time of signing of this form which do not form part of this agreement. To the maximum extent permitted by law, the Owner will make no claim or demand in relation to any such representations against Daville Building Surveying.

Certain legislation may imply warranties or conditions or impose obligations on Daville Building Surveying which cannot be excluded, restricted or modified except to a limited extent. These Trading Terms must be read subject to any such statutory provisions. If such statutory provisions apply, then to the extent that Daville Building Surveying is entitled to do so, its liability is limited, at its option, to the replacement cost of the Services. If the Owner (or its agent) provides any information to Daville Building Surveying then the Owner warrants that it is reasonably accurate and otherwise agrees to indemnify and hold harmless Daville Building Surveying (or the RBS) for any claim, damage, suit or fine caused by such inaccuracy.

## **7. ADDITIONAL SERVICES**

Where the Owner requests additional services from Daville Building Surveying that are not included in the scope of Services described in Clause 1 of these Terms, Daville Building Surveying shall not be obliged to proceed with such additional work until a written request is received from the Owner setting out the scope of the additional services and such request is agreed to by Daville Building Surveying. In the event that additional inspections or other work is required by:

- (a) the Owner; or
- (b) any alternative solutions to meet the "deemed to satisfy" controls;
- (c) the Act or the Regulations in order to complete the obligations and functions of Daville Building Surveying;

Daville Building Surveying shall be entitled to deliver an account to the Owner for such additional work.

Neither Daville Building Surveying and/or the RBS shall be under no obligation to agree to any request for additional services made by the Owner.

## **8. OWNER TO NOTIFY DAVILLE BUILDING SURVEYING OF OTHER BUILDING PRACTITIONERS**

The Owner must give written notice to Daville Building Surveying of each building practitioner engaged by the Owner for the building work referred to in this agreement

including details of any building practitioner's certificate issued to the building practitioner under Part 11 of the Act. Such notice must be given either upon the appointment of the RBS by Daville Building Surveying where the Owner has already engaged a building practitioner/s or within fourteen (14) days of the Owner engaging the building practitioner/s where the building practitioner/s is/are engaged after the appointment of the RBS by Daville Building Surveying.

## **9. CERTIFICATES BY OTHER REGISTERED BUILDING PRACTITIONERS**

Pursuant to section 238 of the Act, the RBS is entitled to rely upon a certificate issued by another registered building practitioner and both Daville Building Surveying as well as the RBS shall not be liable for any act, error or omission, whether by negligence or otherwise which arises as a result of the RBS relying upon such certificate.

## **10. TERMINATION OF APPOINTMENT**

Under section 81 of the Act (and subject to the qualifications below) the appointment of the RBS may be terminated by the Owner only with the written consent of the VBA. On such termination Daville Building Surveying shall be entitled to be paid all fees and disbursements due up to the date of termination. In the event that the building work nominated in this agreement is terminated before commencement or completion, the Owner must notify the VBA in writing. Upon issue of the notice to the VBA, the appointment of the RBS shall be deemed to be terminated. The Owner must thereupon pay all fees and disbursements incurred to the date of termination and Daville Building Surveying shall be entitled to deliver an account for the same.

The Owner must not engage another RBS to complete the Services in this agreement in respect of the building work without the written consent of the VBA.

## **11. THE BUILDING PERMIT & THE RBS**

The building permit issued will be an assessment of the drawings for compliance with the Act and the 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 or substantially complies with the Act and the Regulations in force at the time of assessment. The RBS is responsible for the carrying out of inspections that will be listed on the building permit. The Owner must ensure that:

- (a) Daville Building Surveying is given adequate notification for inspection; and
- (b) Works do not continue beyond the notification stage before the inspection is approved.
- (c) All plans provided to Daville Building Surveying are true and accurate and suitable for the intended purpose.

(d) All communications with Daville Building Surveying are frank and not in anyway misleading.

The Owner shall indemnify and hold harmless both Daville Building Surveying, the RBS and all their agents for any breach of this clause.

## **12. PURPOSE OF INSPECTION**

Daville Building Surveying, via its RBS appointed, agrees to carry out a maximum of five mandatory inspections (unless otherwise specified) to ensure substantial compliance with the Act and Regulations, but it shall not be required to supervise the work. It is the responsibility of the Owner's builder (who the Owner agrees is his her or its agent) to construct the building fully in accordance with the approved permit documents and all applicable laws. Variations must be approved by Daville Building Surveying prior to construction and those variations that require further documents, surveys, assessments and/or approvals will incur additional fees in accordance with clause 7 above.

## **13. ADDITIONAL INSPECTIONS & INQUIRIES**

If due to circumstance such as inclement weather, the builder disregarding building regulations, directions, notices or orders issued by the RBS under the Act, or appropriate inquiries or complaints involving the quality of work causing the RBS to inspect the property or attend an appeal or hearing. Daville Building Surveying shall be entitled to charge the Owner an additional fee as outlined in Clause 15 at either a flat or hourly rate as appropriate.

## **14. BUILDING NOTICES & ORDERS**

Building Notices and Orders are formal documents prescribed by the Regulations when breaches and non-compliance are identified. 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 if there is no response within an appropriate time (7, 14 or 30 days) a Building Notice will be served and further fees will be payable to Daville Building Surveying.

## 15. FEES AND OTHER CHARGES

Daville Building Surveying's fees for services nominated under these Terms are set out below (fees and charges are subject to change without prior notification) are:

### Additional inspections

Location	Fee	GST	Total
Within COB*	\$100.00	\$10.00	\$110.00
Outside COB*	\$180.00	\$18.00	\$198.00

\*City of Ballarat Municipal District

### Building Notices and Orders

Enforcement	Fee	GST	Total
Building Notice	\$1000.00	\$100.00	\$1100.00
Building Order	\$1000.00	\$100.00	\$1100.00

### Hourly Rate (or part thereof)

Rate (including travel)	GST	Total
\$180.00	\$18.00	\$198.00

## 12. AGREEMENT

I/We acknowledge that I/we have read and agree to the terms as outlined above.

Signed:		Signed:	
Name:		Name:	
Date:		Date:	