

# BG4 Building Approvals

## Terms and Conditions



### STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF LODGEMENT OF BUILDING APPLICATIONS, BUILDING SURVEYING AND ASSOCIATED SERVICES

The below terms and conditions are for the provision of professional building surveying and all other related services, between BG 4 Building Approvals (ABN 16119860581) and the Client (property owner/ or authorized agent of owner) and furthermore, the person responsible for submitting a building permit application online via the online portal or by manual submission process. You appoint BG 4 Building Approvals and their respective employees registered as Building Surveyors to act as the Relevant Building Surveyor for the building work on the project ("RBS") pursuant to the provisions of the Building Act 1993 ("Act") and the Building Regulations 2018 ("Regulations") and we accept the appointment under the following conditions:

#### **1. Our obligations**

- 1.1 Assess your application for a building permit under the Act, Regulations and Building Code of Australia deemed to satisfy relevant controls..
- 1.2 Assess and if appropriate issue a building permit.
- 1.3 Collect and remit the applicable building permit levy to the Building Control Authority.
- 1.4 Assess and if appropriate issue the applicable occupancy permit or certificate of final inspection.
- 1.5 Provide copies of all relevant permit documents to the council.
- 1.6 Issue statutory directions notices or orders if necessary in our discretion for the proper completion of the building work.
- 1.7 Inspections
  - (i) conduct mandatory inspections either internally or by sub contractors as specified on the building permit;
  - (ii) conduct any further inspections either internally or by sub contractors where either requested by you or required in our discretion for the proper completion of the building work.
- 1.8 The information you are required to provide on this building application will be used in compliance with the Building Act 1993 & Building Regulations 2018.

#### **2. Your obligations**

- 2.1 Provide us with all information required to enable us to perform our role;
- 2.2 Pay our fees and disbursements as set out below and in accordance with condition 3 below.
- 2.3 Comply with all your other obligations under this terms and conditions document.

#### **3. Fees and disbursements**

- 3.1 Schedule 2 of the Building Act 1993 requires an application for a building permit to be accompanied by the fee determined by the RBS. You the client must therefore pay this fee when submitting your application online for the building permit to our company.
- 3.2 Fees for assessing any request to extend a time limit for any approval issued by us is \$400.00 (excluding GST) (or greater based on an hourly rate of \$150.00 (excluding GST) dependant on the extent of assessment required).
- 3.3 Fees for assessing any request for variations to the approved permit documents, a minimum fee of \$250 (excluding GST) for Class 1 and 10 projects and \$500 (excluding GST) for Class 2 - 9 projects. (Included in this fee we will serve a copy of the varied documents, once approved, on Council for their records).
- 3.4 Fees for the administration of Building Notices and Building Orders - \$500 (excluding GST) per notice or order. This fee allows for a maximum of 3 hours administration. Any additional administration required will be invoiced at \$180 (excluding GST) per hour.
- 3.5 File retrieval requests will incur a retrieval fee of \$400 (excluding GST) plus a fee for copies of documents requested.
- 3.6 For all other activity conducted under these terms and conditions:
  - 3.6.1 Building Inspector - \$150 per hour (excluding GST)
  - 3.6.2 Senior Building Surveyor - \$250 per hour (excluding GST)
  - 3.6.3 Director - \$350 per hour (excluding GST)
- 3.7 You agree that we are not obliged to issue the building permit unless our invoice has been paid in full or you have a trading credit account pre approved with us in writing.
- 3.8 Under Section 201 of the Act you must pay all State Government building permit levies before we can issue a building permit.
- 3.9 We may charge you interest of 18% per annum charged on a daily compounding basis on all invoices outstanding for greater than 30 days from the due date for payment.
- 3.10 If a building permit application or building approval is cancelled or withdrawn at your request we are not obliged to refund to you any fees or disbursements paid, subject to refund Clause 3.12 below.
- 3.11 All fees and disbursements referred to in this agreement are shown (excluding GST).
- 3.12 Refund Policy - We do not give refunds. Refunds for building applications lodged online will only apply to the levy component of the fees charged, and these can only be refunded if the building application is not approved in the prescribed time period. If a building permit is approved and the works do not proceed for whatever reasons, then the levy refund may only be sought directly from the Building Authority and not from BG 4 Building Approvals. If a building permit application is cancelled at the request of the owner and/or the agent of owner for whatever reason then no refund is applicable, except to the levy component, which only becomes refundable when a formal termination of appointment is approved in accordance with Section 80 of the Building Act 1993, by the Victorian Building Authority and submitted to our office as an official record of such termination.

#### **4. Warranties**

**You warrant to us (which we will rely on) that:**

- 4.1 You are the registered proprietor of the project or the duly authorised agent of the registered proprietor. If requested by us, you will produce written authority of the registered proprietor authorising you to act on its behalf;
- 4.2 That no other building surveyor has been appointed (or has otherwise commenced duties) in relation to the building work or the project.
- 4.3 You will provide or ensure a safe workplace for all our employees and contractors). Inspections requested where adequate safety measures are not in place will be refused and recharged at the applicable rates. Re-inspections will not be carried out unless you have provided us with written verification of a safe workplace.

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## 5. Acknowledgements

### You acknowledge that:

- 5.1 You are responsible for obtaining (including the cost of) any required planning permit and will provide us with a copy of the planning permit and approved planning permit drawings. We are not required to issue a building permit until we receive any required planning permit and approved planning permit drawings.
- 5.2 This agreement constitutes the entire agreement between us and you may not rely on any oral discussions or representations made prior to or at the time of signing this agreement.
- 5.3 We are not estimators, quantity surveyors or project managers/site supervisors and you have not engaged us to provide any of those services.
- 5.4 You must notify us in writing of each building practitioner engaged by you or on your behalf for the building work, 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 our appointment (where you have already engaged a building practitioner) or within fourteen days of the you engaging the building practitioners (where the building practitioner(s) is/are engaged after our appointment);
- 5.5 You may terminate our appointment in accordance with Section 81, Building Act 1993 and that upon any such termination we are entitled to payment of 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, you must notify the Building Control Authority of this in writing. Only when this written notice is issued will our appointment end.
- 5.6 All approvals we issue have stipulated on them mandatory timeframes by which the approved building work must commence and must be completed. If you require an extension of time for any of these time limits you must make a formal written request to us stating the reasons why a time limit extension should be granted.
- 5.7 Building Notices and Building Orders are formal documents prescribed in the Act and the Regulations to be served when breaches and non-compliance in the building work are identified. Such 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 we will normally send to the registered proprietor of the project an inspection report or letter (as applicable) and in the event of non response or an insufficient response within an appropriate time (generally 7, 14 or 30 days) a Building Notice will be served and further fees will be payable.
- 5.8 We make no repetitions or warranties that:
- (a) the building works are commercially viable;
  - (b) our appointment is limited to ensuring the building work carried out complies with the Act and Regulations that are applicable at the time;
  - (c) any building permit we issue will be an assessment of the drawings for compliance with the Act and Regulations and not the serviceability, quality or functionality of the building work approved by the permit;
  - (d) you will be able to gain any required planning permits, if required by the local council;
  - (e) the proposed building work are suitable for the issuing of a building permit (unless we issue one);
  - (f) in fulfilling our statutory duties, we will issue a building permit, an occupancy permit or a certificate of final inspection;
  - (g) that in properly fulfilling our statutory duties, we will take as much time to investigate and determine applications for the building permit and/or occupancy permits or certificates of final inspection as reasonably required;
  - (h) we will rely on the accuracy and completeness of all information supplied by you in performing our obligations under this agreement.

## 6. Release

### To the greatest extent possible at law you release us from any and all liability for any costs, loss, claims or demands arising from:

- (a) Our decision not to issue a building permit and and/or occupancy permits or certificates of final inspection;
- (b) any liability of yours to third parties arising from or in relation to:
  - (i) building work performed by you or on your behalf;
  - (ii) the performance of our role as relevant building surveyor (including the time we take to perform that role and any decision by us not to issue the building permit and and/or occupancy permits or certificates of final inspection as required).

## 7. Indemnity

### You indemnify us from any costs, loss, claims or demands arising from or in relation to:

- (a) building work performed by you or on your behalf or by the builder;
- (b) the performance of our role as the relevant building surveyor (including the time we take to perform that role and any decision by us not to issue the building permit and and/or occupancy permits or certificates of final inspection);

## 8. Indemnity

### If you request us to perform additional services that are not included in the scope of services described in this agreement, we are not obliged to proceed with such additional work until you provide us with a written request, which we may or may not agree to. Any additional work we agree to perform, requested or required by:

- 8.1 you; or
- 8.2 the proper performance of our role as relevant building surveyor; or
- 8.3 the Act or Regulations

will be invoiced and must be paid within seven days.

## 9. Amendments and Variations to the Building work

9.1 Any and all variations to the approved permit documents requested by you will be assessed only when accompanied by a written request with sufficient details to enable us to properly assess the variations accompanied by the relevant administration fee as determined by us and based on the nature of the variation sought.

## 10. Inspections

10.1 We or our authorised sub contractor inspectors will carry out the mandatory inspections listed on the building permit. You are responsible for ensuring that we are given adequate notification for inspections (a minimum of 72 hours is required), and ensuring that works do not continue beyond the notification stage until the inspection is approved. Should inspections be cancelled, postponed or not be ready without 24 hours notice, then additional inspection charges will apply at our hourly rate.

10.2 Inspections carried out by us will be the minimum required to ensure compliance with the Act and Regulations and will not involve supervision of the building work. It is your responsibility (if you are the builder) or that of the builder to construct the building work fully in accordance with the approved permit documents.

## 11. Interpretation

11.1 "You" includes, jointly and severally, the registered proprietor of the project and, if the applicant for the approvals to be issued by us is not the registered proprietor, then the applicant. "You" also includes your successors and assignees. "we or us" includes our successors and assignees.

11.2 These terms and conditions are not to be interpreted in favour or against any party solely on the basis of which party prepared the document.

11.3 These terms and conditions may only be varied in writing between the parties. By agreeing with these terms and conditions we both agree to a legally binding agreement within the jurisdiction of the Courts and Laws of Victoria.

I have read fully and agree to the above terms and conditions

Signature \_\_\_\_\_

Date \_\_\_\_\_