

## PROJECT SERVICE AGREEMENT

I / We the owner/s or agent of the owner/s as detailed below hereby agree to engage **Gabriel Barnes - BUILDING SURVEYING** to provide building surveying and/or consultancy services in relation to the work detailed below in accordance with the conditions unless agreed otherwise. (For conditions refer to page 2).

**Please Complete Details IN FULL**

### OWNER & CONTACT DETAILS

Owners name:   
 Address:  Phone No:   
 Fax No:   
 Email address:

Are you an Owner builder: Yes  No  *If YES please complete Owner Builder Statement*

Agent name:   
 Address:  Phone No:   
 Fax No:

### DETAILS OF BUILDING WORK

Address:  Lot No:   
 Certificate of title No:   
 Type of work:  (new building / alteration / addition / repair / demolition / removal / re-erection / other)  
 Use of building:  (main use)  
 Value of Building Work: \$

### BUILDING PRACTITIONER DETAILS

Building - Designer:  Category:   
 Address:  Phone No:   
 Fax No:   
 Accreditation No:  Email address:

Builder:  Category:   
 Address:  Phone No:   
 Fax No:   
 Accreditation No:  Email address:

### DOCUMENTS TO BE SUPPLIED (with this completed project agreement)

The following Documents and Certificates are to be supplied to the Building Surveyor for assessment.

- 4 copies of FULL design plans for the construction work.
- 4 copies of the FULL Certificate of Title, Schedule and Plan for the property.
- 1 copy of Planning Permit and or Heritage Consent (If available).
- 4 copies of engineering design where required. (These may form part of the design plans).
- 4 copies of Certificate of Others (Form 55) from construction professionals where required.
- 4 copies of the site classification (Soil Report) report where required with a Form 55 from the practitioner.

### QUESTIONS

- Is the building or the land listed on any heritage register? Yes  No
- Has a Planning Permit for the proposed development been issued by the relevant Local Municipal Council? Yes  No

I/We the owners or agent having read the conditions and terms of this agreement agree to be bound accordingly.

**Owner / Client / Agent**  **Print name:**  **Signed:**  **Date:**

## SERVICE FEES PAYABLE

Plan assessment, issue of certificates as required, Inspections during construction and issue of Occupancy Permit & Final Inspection Certificate.

*Inspections may include: Building Frame, Cladding installation, Water proofing, Occupancy & Final Design Engineer to inspect all Foundations, Footing and Slabs unless otherwise negotiated with the Building Surveyor prior to construction.*

Additional Inspections

\$120 per hour return to Launceston (1 hour minimum)

Amended plans alterations and additions to design

\$120.00 per hour (1 hour minimum)

## OTHER FEES - Responsibility of Client include:

- Engineering Inspections
- Council Permit Fees
- State Government Levies

## SPECIFIC CONDITIONS OF AGREEMENT

1. Certified documents are valid for a period of 12 months from the issue date of the Certificate of Likely Compliance. Certified Documents must be submitted to council and a Building Permit issued within that 12 month period. Where submission period and documents have expired re-assessment and re-issue is required. Additional fees are payable to Gabriel Barnes - Building Surveying for re-issued documents.
2. Works MUST be "Started" within 12 Months of the Council Permit Issue date and "Completed" within 2 Years of the Council Permit issue date. Additional fees are payable to Gabriel Barnes - Building Surveying where council permits are extended to complete building works past these milestones.
3. Design Engineer is responsible for the inspection of all Foundation excavations, footing steel and slab steel prior to concrete pour. Client to negotiate directly with engineer for inspections. Building Surveyor may undertake these inspections where agreed between all parties prior to commencement of construction.

## GENERAL CONDITIONS OF AGREEMENT:

**Gabriel Barnes - BUILDING SURVEYING AGREES to provide the following services;**

1. Liaise with the architectural and services consultants during the design/ documentation stages as required,
2. Provide preliminary advice of a routine or general nature,
3. Assess the building work in accordance with the Building Act 2000 and the Building Code of Australia,
4. Liaise as necessary with other authorities such as the Tasmanian Fire Service and Functional Control Authorities,
5. Issue the Certificates referred to under the act for assessment of the building work,
6. Complete Statutory Inspections as listed on the issued Certificate,
7. Issue an Occupancy Permit, if appropriate, and Certificate of Final Inspection,
8. Undertake any of the other functions prescribed in the Building Act 2000 if appropriate.

**The CLIENT AGREES;**

1. To complete the attached information form IN FULL and provide the listed documents.
2. Documents supplied for assessment are **complete, drawn and specified to the Building Code of Australia by a suitably qualified person and describe all building and site features relevant to the construction and assessment,**
3. That reference has been made to the local council in relation to the requirements for compliance and the issue of Building, Planning and Plumbing Permits,
4. Where a Planning Permit is required and has been issued a copy of the planning permit and endorsed plans have been supplied to the Building Surveyor for reference,
5. The above payable fees for building surveying services generally include (unless otherwise noted):- assessment of documentation, up to 3 inspections during construction and the issue of ALL related certificates under the Building Act 2000. Omissions, additions, alterations, reassessment to previously assessed plans and/or additional inspections will be an additional charge in accordance with the above hourly rates,
6. To contact the Building Surveyor 48 hours prior to the required time for a building inspection stage such as Footings, Slab, Frame, Occupancy and Final. These will be listed on the Certificate,
7. To supply a copy of the Start Work Notice (supplied with the Certificate) to the Building Surveyor notifying of the start of work in a timely manner prior to the first inspection,
8. To comply with any direction issued by the Building Surveyor during the construction of the building work to ensure that compliance with the Building Code of Australia and relevant Australian Standards is achieved. Where Re-Inspection of non-complying works is required - inspection will be charged at \$120 per hour return to Launceston (1 hour minimum),
9. To not knowingly disregard or breach the Building Act during the term of this engagement. Such actions include:- Starting work without the REQUIRED Council Permits being issued or covering up building work prior to inspection of required structural elements,
10. **TERMS of Payment:-** Payment IN FULL on collection of any Certified documentation or **7 DAYS** from date of invoice. Any expenses, costs or disbursements incurred by Gabriel Barnes - BUILDING SURVEYING in recovering any outstanding monies including debt collection fees shall be paid by the applicant/client,
11. **Having read** the terms of agreement the applicant **agrees to be bound** accordingly.