

ENGAGEMENT AGREEMENT FOR THE PROVISION OF BUILDING CERTIFICATION, BUILDING CONSULTANCY AND ANCILLARY SERVICES.



APPLICANTS DETAILS

Name: *	
Postal Address: *	
Phone: *	
Email: *	

SITE DETAILS

Address: *	
Suburb: *	
Local Gov.: *	

DESCRIPTION OF WORKS or SERVICE REQUESTED *

Please describe all the works to be included in the assessment

Please note, fields marked * are mandatory details required for the submission of this Engagement Agreement and Pacific BCQ's standard Terms, Conditions and Recitals in relation to our Engagement are contained on the following pages for your consideration.

I thank you for this opportunity to be of assistance, should you have any queries please do not hesitate to contact our office at your earliest convenience. To authorise this engagement please complete the relevant details of the Engagement Authorisation found on Page 3, you may also add attachments by utilizing the Attachment button prior to submitting.

Yours faithfully

Don Grehan
Building Certifier
Accreditation No: A739669

Domestic and Commercial Building Approvals | BCA Consultancy Services | Regulatory Development Co-ordination

abn. 28 166 025 429

© 5412 1520 | ☎ 5412 1522 | ✉ info@pacificbcq.com.au | 🌐 www.pacificbcq.com.au

Unit 2/11 Project Avenue, Noosaville, Qld 4566 | Po Box 1901, Noosaville BC, Qld 4566

TERMS, CONDITIONS AND RECTITALS

PACIFIC BCQ's OBLIGATIONS

1	<p>Pacific BCQ shall :-</p> <p>Issue the relevant building approval/s when:</p> <p>(a) The client pays any monies owed for the work associated with the issuing of the approval/s; and</p> <p>(b) The design of the proposed building work complies the Building Act 1975, all additional approvals required under the Planning Act 2017 and the Plumbing and Drainage Act have been obtained and are in effect and all other statutory requirements have been satisfied.</p> <p>(c) Send all documents as required by the Act to the Local Government within the time frames specified in the Act.</p> <p>(d) Carry out as many inspections as Pacific BCQ considers necessary in addition to any mandatory stage inspections.</p> <p>(e) Issue the final inspection certificate or certificate of classification when:-</p> <p style="padding-left: 20px;">(i) The approved documentation has been complied with including any other development permits relevant to the works</p> <p style="padding-left: 20px;">(ii) The building works are suitable for occupation or use in accordance with their classification under the National Construction Code.</p> <p>(f) Maintain the minimum levels of insurance as required by the Act for the duration of the works.</p> <p>(g) Consent to an extension of time of the referral period of a further 10 days in accordance with Part 2 Clause 5.1 of the DA Rules under the Planning Act 2017</p>
---	--

APPLICANTS OBLIGATIONS

2.	<p>The Applicant shall:</p> <p>(a) Provide all relevant drawings, plans, statutory plans and other relevant documentation to Pacific BCQ and declares that the plans that form part of this engagement are a true and accurate representation of the proposed development and illustrate all features on the land including existing building and structures, vegetation and services either above and/or below the ground</p> <p>(b) Pay the agreed amount in accordance with this contract or any signed agreement between the applicant and Pacific BCQ</p> <p>(c) Attend any meetings if required by Pacific BCQ</p> <p>(d) Comply with any notices that Pacific BCQ issues;</p> <p>(e) Provide any certificates as may be requested by Pacific BCQ;</p> <p>(f) Provide all information that the applicant can reasonably obtain to enable Pacific BCQ to fulfil its contractual obligations;</p> <p>(g) Act in good faith, in accordance with the Act and in a cooperative fashion.</p>
----	--

GENERAL TERMS AND CONDITIONS OF CONTRACT

3.	The Applicant acknowledges they have requested Pacific BCQ to provide building certification, building consultancy and ancillary services in respect to the extent described at the address nominated in this Engagement Agreement.
4.	Signing of this Engagement Agreement forms a contract between the Applicant and Pacific BCQ pursuant to Chapter 6 and s138 of the Building Act 1975 for the provision of private certifying functions for the Agreed Fee nominated herein or as detailed in the Fee Proposal or Tax Invoice issued by Pacific BCQ.
5.	The applicant acknowledges that signing this Engagement Agreement authorises Pacific BCQ to commence administrative lodgement tasks and the applicant will be liable for a minimum fee of \$250 (Exc. GST) + Document Lodge Fees should the application not proceed for any reason.
6.	The applicant acknowledges that in signing this Engagement Agreement Pacific BCQ is authorized by the applicant to sign forms and documents to facilitate statutory requirements.
7.	The applicant acknowledges where this engagement includes coordination of additional regulatory development applications under the Planning Act 2017, the Plumbing and Drainage Act 2002 or any other statutory instrument, Pacific BCQ, while undertaking to make all reasonable steps to facilitate such, do not guarantee that Approval will be forth coming.
8.	The Applicant acknowledges that, pursuant to the s146 of the Building Act 1975, Pacific BCQ (the Certifier) the must be paid the fee agreed to, even if they do not approve the application or certify works because of noncompliance with any applicable codes or other valid reason.
9.	The Applicant acknowledges that all Approval Documents, including but not limited to Decision Notices, Approved Plans and Specifications, pertaining to the subject works issued by Pacific BCQ and its employees are legal documents and the materials, products, form of construction or building design shown therein must not be changed without the approval of the building certifier. Any amendment to Approved Plans and Specifications or changes to the Conditions of the Decision Notice will require re-assessment at additional cost.

TERMS OF PAYMENT & REFUNDS

10.	Unless varied by prior arrangement, processing of applications will not commence until payment is receipted full. In the event Credit is extended Pacific BCQ may impose a late payment fee of 15% per annum levied on any amount outstanding after 30 days. Such interested will be compounded monthly.
11.	<p>Refunds:</p> <p>(a) Over payment of Invoice: Full refund of the over payment less \$165 administration charge for processing.</p> <p>(b) Cancellation after engagement but prior to assessment: Full refund less \$250 (Exc. GST) + Document Lodge Fees.</p> <p>(c) Cancellation after assessment but prior to issue of Decision: Refund of inspection fees only less \$250 (Exc. GST).</p> <p>(d) Cancellation after issue of Decision Notice: Refund of unexpended inspection fees only less \$250 (Exc. GST).</p>

TERMINATION & DISCONTINUANCE	
12.	<p>This contract shall terminate upon:</p> <p>(a) the lapsing of the application pursuant to the Planning Act 2016 or</p> <p>(b) the issue of Final Inspection Certificate (Form 21 or Form 17) or Form 11 Certificate of Classification;</p> <p>(c) the approval lapsing pursuant to s95 of the Building Act 1975 or</p> <p>(d) the lawfully discontinuing the engagement pursuant to s144 of the Building Act 1975.</p> <p>(e) the applicant having an execution levied against it, assigning or attempting to assign its estate for the benefit of its creditors, intending to or attempting to make a composition or Scheme of Arrangement with creditors, has a winding up order made against it, intending or attempting to pass a resolution for winding up, goes into liquidation, has a manager or receiver appointed, has a mortgagee taking possession of any part of the property, has an administrator or provisional liquidator appointed or becomes insolvent or bankrupt;</p> <p>(f) Pacific BCQ may terminate this contract by sending written notice to the applicant stating the breaches. Termination will take effect when the applicant receives the notice;</p> <p>(g) In the event of termination of this agreement for any reason, any fees held shall be applied to the outlays and services rendered by Pacific BCQ up to the date of termination;</p> <p>(h) In the event of termination of this agreement for any reason, the Applicant must comply with the s144 of the Building Act 1975 regarding notification of termination and appointment of replacement certifier.</p>
13.	<p>Pacific BCQ reserves the right to disengage:</p> <p>(a) If satisfactory final inspection and submission of all certificates are not completed before the Decision Notice Condition Time.</p> <p>(b) If the applicant or builder fails to comply with the conditions of approval and/or any notices from local authorities.</p> <p>(c) If works commence prior to the issue of the Development Approval for Building Works;</p> <p>(d) If the client, owner, builder or their representatives are rude, abusive, intentionally misleading, threatening, or defamatory to any employees or representatives of Pacific BCQ or the company itself. Please be aware we exercise a zero tolerance policy in this regard, where discontinuance of engagement occurs under this provision all fees will be taken as having been expended.</p> <p>(e) In the event of discontinuance of engagement for any reason, the Applicant must comply with the s144 of the Building Act 1975 regarding notification of termination and appointment of replacement certifier.</p>
14.	<p>The Applicant, Owner or Pacific BCQ (the parties) may disengage from the application at any time in writing noting that the disengagement does not take effect until all of the parties are each given notice in the Approved Form.</p>
ENFORCEMENT OBLIGATION	
15.	<p>The Applicant acknowledges that Pacific BCQ is legislatively obliged take enforcement action by Act or Regulation in certain circumstances and such where such action is required it will be undertaken without prejudice and Pacific BCQ's expenses charged on a cost recovery basis.</p>
EXCLUSIONS	
16.	<p>Unless noted otherwise, the fee component noted herein does not include:</p> <p>(a) Preparation, lodgement of Appeals documents or appearance at and Appeal to P & E Court or Development Tribunals;</p> <p>(b) Responses to, or issues of notices and Local Authority queries;</p> <p>(c) Assessment, acceptance and certification of alternative solutions;</p> <p>(d) Cost of printing hard copy plans or delivery of documents by Australia Post;</p> <p>(e) Re-inspections Fees, additional fees for re-inspections etc. are to paid prior to the inspection unless by prior arrangement;</p> <p>(f) Infrastructure Charges Fees or any other Regulatory or Statutory Fee, Charge, Levy, Tax or Penalty Infringement Notice;</p> <p>(g) Assessment of amendments to the Approved Plans and Specifications, additional fees for amended plan assessment will apply.</p>

ENGAGEMENT AUTHORISATION

By Checking the **"I Accept"** box below, I/We being the Applicant/s listed on Page 1 of 3, confirm the engagement of Pacific BCQ for the provision of Private Certification Functions pursuant to s47 of the Building Act 1975, building consultancy and/or ancillary services listed herein on the basis of:

The Agreed Fee of :	\$	OR	Those fees detailed in the appurtenant Fee Proposal.
---------------------	-----------	-----------	--

And acknowledge that:

- I/We have read and accept the Terms, Conditions and Recitals noted herein; and
- Consent the Electronic lodgement of this Engagement Agreement; and
- Declare that all information provided is true noting that it is unlawful to provide false or misleading information.

"I Accept" *

This Engagement Agreement can also be printed and emailed to info@pacificbcq.com.au