

# Appointment Details

| Owner                               |                                       |
|-------------------------------------|---------------------------------------|
| Owner full name                     | Owner 2 full name (if any)            |
| Mobile number                       | Email address                         |
| Property                            |                                       |
| House number and street name        | Suburb                                |
| Lot/s                               | LP/PS                                 |
| Volume and Folio                    | Crown allotment section parish county |
| Municipal district                  |                                       |
| Builder                             |                                       |
| Name                                |                                       |
| Postal address                      |                                       |
| Building work                       |                                       |
| Insert description of building work |                                       |

|                             |   |
|-----------------------------|---|
| _____<br>Signature of owner | _____<br>Signature of owner (if applicable) |
| _____<br>Print name         | _____<br>Print name                         |
| _____<br>Date               | _____<br>Date                               |

### Terms and Conditions

#### 1. Keywords

Certain words in this agreement have specific meanings which are explained in 10 below.

#### 2. How and when this contract is made

When you sign the Details, you authorise us to carry out the services. Unless prevented under the Building Act, we accept your appointment and agree to carry out the services.

#### 3. Builder to act as your agent

You agree to appoint the builder as your agent for the purposes of us performing the services.

#### 4. Acknowledgements and declarations

You acknowledge that:

- a. You can only engage one building surveyor for your building work, but you may choose either a private building surveyor or a municipal building surveyor.
- b. The builder may recommend a building surveyor, but cannot appoint a private building surveyor for you.
- c. We are only responsible for checking that your building work meets the minimum standards of the Building Act.
- d. You are responsible for obtaining any necessary planning approvals for the building work and any building permit issued in respect of the building work does not remove the need for you to comply with your obligations under property laws.
- e. We must inspect the building work and you grant us access to the property to do so.

You declare you have not appointed any other building surveyor in respect of the building work.

#### 5. Fees and charges

You must pay us:

- a. The fees charged by us for the performance of the services
- b. The fees for any functions you, the builder or the Building Act requires us to perform in addition to the services;
- c. any other amount you owe us under this agreement including, interest charges and reasonable enforcement expenses; and
- d. any government taxes and duties and charges relating to this agreement.

Without limitation, if we are liable to pay goods and services tax (GST) or any similar tax on a "supply" as defined by the relevant legislation, then you agree to pay us an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

We will inform the builder of the amounts payable by you under this agreement and when and how they should be paid. Before you sign this agreement, you should ask the builder what the fees charged by us for the performance of the services will be.

#### 6. Default & indemnity

You are in default if:

- a. You do not pay a fee or any other amount on time; or
- b. You breach any other requirement of this agreement.

#### 7. Our liability to you

To the extent permitted by law, our liability to you is limited to:

- a. Resupplying the services; or
- b. Reimbursement of the fees paid by you under this agreement.

We will not be responsible for any loss or damage resulting from a breach by you of any term of this agreement.

#### 8. Changes to this agreement

We may change this agreement without your consent. If we change this agreement, we will give you 7 days' notice of the change(s) in writing. We

may send the notice by electronic transmission to the email address nominated by you in the Details.

#### 9. Assignment

We may assign or otherwise deal with our rights or beneficial interests under this agreement in any way we consider appropriate. You agree that we may disclose any information or document we consider necessary to exercise this right.

Your rights are personal to you and may not be assigned.

#### 10.

**builder** means the person(s) named in the Details as "Builder".

**Building Act** means the Building Act 1993 (Vic) as amended and includes all regulations made under that Act.

**building work** means the work named in the Details to be performed by the builder on the property.

**Details** means the Appointment Details which names you as "Owner" and which are a part of this agreement.

**property** means the land listed in the Details as "Property".

**services** means all or any of the following functions to be performed by us:

- a. Issuing of building permits;
- b. Remitting the building permit levy to the Victorian Building Authority;
- c. Lodging documents with the relevant council and Victorian Building Authority;
- d. Carrying out of inspections of buildings and building work required by the Building Act;
- e. Issuing necessary directions;
- f. Issuing of occupancy permits or certificate of final inspection, as required.

**you** means the person(s) named in the Details as "Owner". If there are more than one, you means each separately and every two or more jointly. Your has a corresponding meaning.

**we and us** means Group Four Building Surveyors Pty Ltd (CBS-U 58099) and/or David Madeira (BS-U 27484) and/or Michael Madeira (BS-U 15132) on behalf of Group Four Building Surveyors ABN 96158953425 and its successors and assigns. Our has a corresponding meaning.

This document represents the entire agreement between you and us.