



CONTRACT OF ENGAGEMENT FOR PRIVATE BUILDING CERTIFICATION SERVICES

1. RECITALS

- 1.1 This Contract serves to satisfy the provisions of Chapter 6 of the Building Act 1975 (Act) for the provision of building certification services.
- 1.2 Emergent Building Approvals (EBA) is authorised under s138 of the Act to undertake private certifying function.
- 1.3 The Applicant has requested EBA to provide building certification services in respect to the works described at 3 for the address as shown at 4 below.
- 1.4 Fees for this Contract are detailed on your Quotation/Tax Invoice or as noted below in Section 9.

2. APPLICANT

Postal Address: _____

Email: _____

Phone No. _____

Mobile No. _____

3. DESCRIPTION OF WORK

(Please describe all the works to be included in the assessment)

4. SITE ADDRESS:

5. EMERGENT OBLIGATIONS

EBA shall:-

- 5.1 Issue the relevant building approval/s when:-
 - 5.1.1 The client pays any monies owed for the work associated with the issuing of the Development permit/s; and
 - 5.1.2 The designs comply with the National Construction Code
- 5.2 Send all documents as required by the Act to the Local Government within the time frames specified in the Act.
- 5.3 Carry out as many inspections as EBA considers necessary in addition to any mandatory stage inspections.
- 5.4 Shall issue the final inspection certificate or certificate of classification when:-
 - 5.4.1 The approved documentation has been complied with including any other development permits relevant to the works
 - 5.4.2 The building works are suitable for occupation or use in accordance with their classification under the National Construction Code
- 5.5 Maintain the minimum levels of insurances as required by the Act for the duration of the works.

6. APPLICANT OBLIGATIONS

The Applicant shall:-

- 6.1 Provide all relevant drawings, plans, statutory plans and other relevant documentation to EBA 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
- 6.2 Pay the agreed amount in accordance with this contract or any signed agreement between the applicant and EBA
- 6.3 Attend any meetings if required by EBA

- 6.4 Comply with any notices that EBA issues
- 6.5 Provide any certificates as may be requested by EBA
- 6.6 Provide all information that the applicant can reasonably obtain to enable EBA to fulfil its contractual obligations
- 6.7 Act in good faith, in accordance with the Act and in a cooperative fashion

7. CONTRACTUAL TERMINATION

- 7.1 The applicant fails to pay any money owing to EBA after 7 days of the money becoming payable; or
- 7.2 The applicant has an execution levied against it, assigns or attempts to assign its estate for the benefit of its creditors, intends to or attempts to make a composition or Scheme of Arrangement with creditors, has a winding up order made against it, intends or attempts 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 becomes insolvent or bankrupt; or
- 7.3 The applicant breaches the contract in any respect; or
- 7.4 Does not permit the issuing of the final inspection certificate or certificate of classification within 60 days from the date of practical completion;
- 7.5 EBA may terminate this contract by sending written notice to the applicant stating the breaches. Termination will take effect when the applicant receives the notice.
- 7.6 In the event of termination of this agreement for any reason, any fees held shall be applied to the outlays and services rendered by EBA up to the date of termination.
- 7.7 In the event of the application lapsing under Ch6 part 5, division 5 of the Sustainable Planning Act or 295 of the Act this contract will also lapse.
- 7.8 In the event of termination of this agreement for any reason, the Applicant must comply with the s144 of the Act regarding notification of termination and appointment of replacement certifier.

8. TERMS OF PAYMENT

- 8.1 Unless by prior arrangement, all fees are to be paid before the application will be processed.
- 8.2 Additional fees for re-inspections etc are to be paid prior to the inspection unless by prior arrangement
- 8.3 Any **Enforcement Action** required to be imposed by any Act, Regulation or other statutory instrument will be charged on a cost recovery basis.
- 8.4 EBA and the applicant agree that time is of the essence for any payment stipulated hereunder, and any payments that are overdue shall attract an interest rate of 24% p.a.

9. CERTIFICATION FEE

Assessment Fee _____ +GST

Inspection Fee _____ +GST

Council Lodgement _____

Other Services/Fee _____

10. Signed for or on behalf of

Applicant: _____

Date: ____/____/____

11. Emergent Building Approvals

Date: ____/____/____