



ENGAGEMENT AGREEMENT FOR BUILDING APPROVAL, INSPECTIONS & CERTIFICATION

SITE ADDRESS OF PROJECT

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1. GENERAL DESCRIPTION

- 1.1. This Contract is to satisfy the provisions of Ch6 of the Building Act 1975 (Act) and S138, 141 & 142 of the Act, for the provision of Building Certification Services.
- 1.2. This contract is between the Applicant & Bonafide Building Approvals (the Building Certifier), based on the plans supplied, and current effective approved & stamped plans.

2. CONTRACT CONDITIONS

- 2.1 The applicant declares that the plans submitted for the approval (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.
- 2.2 A delay in the process of the application will occur if additional information is needed by the building certifier, to process the application to approval.
- 2.3 Any forms for proof of completed works like Form 15 or 16 should be sent at the same time, as this creates delays to retrieve your file & process your paperwork for the project. We would prefer you to send all requested certificates at the same or required time, for efficient processing of our final certificate (Form 11 or 21) to you & Council.
- 2.4 Fees for this contract & service are detailed on your Quotation / Tax Invoice. The assessment fee to cover the expected amount of time required to be spent on your plans & to process the paperwork before, during & after construction, is non-refundable.
- 2.5 In the event of the application lapsing because the time period for the approval has expired, under S95 of the Qld Building Act 1975, this contract will also lapse.
- 2.6 In the event of termination, S145 of this agreement for any reason, any fees held shall be applied to the outlays and services rendered by the Building Certifier up to the date of termination. As per S146.
- 2.7 In the event of termination of this agreement for any reason, the Applicant must comply with the sect 144 of the Act regarding notification of termination and appointment of a replacement building certifier.
- 2.8 Any **Show Cause Notice** or **Enforcement Action** required to be imposed by any Act, Regulation or other statutory instrument will be charged on a cost recovery basis.
- 2.9 After a building inspection, a **Form 61 Non-compliance Notice** may be issued, for the following non-compliant works on site, if the work is eg, incomplete for the stage, different from approved plans, not compliant with a building code, town planning code or a relevant Australian Standard.

3. TERMS OF PAYMENT & FEES

- 3.1 Council will require payment for additional permits, prior to accepting a request for Council assessment eg siting variations, build over / near Council owned sewer or stormwater, town planning codes, etc
 All fees, to cover the Building Certifier's costs, need to be paid before the application can be processed.
- 3.2. **Additional fees may or can apply for**
 - **Amended plans** .. different to approved stamped plans
 - **Re-inspection** .. of unfinished or non-compliant works
 - **Form 61 Non-compliance Notice** advising of in-complete work, or to rectify work to a required minimum standard.
 - **Show Cause Notice** .. asking why work has not been done
 - **Enforcement Notice** .. directing actions to be taken
 - Formal meetings with authorities on your behalf, as a result of a non-compliant building, or structure, or building method, or other matters that may arise, for the project.
 - Alternate solutions to a compliance code
 - Owner Builders – if value of works is over \$ 3,500
 - Certificates sent to be received after approval expiry date.
 - Supplying additional information either verbally or in writing, to parties, un-related to this building project, at the Applicant's, or Owner's, or Builder's request.
- 3.3 The Applicant agrees to pay fees for additional services beyond the base fee, that might occur from the time of this engagement of BONAFIDE to the completion of the service, in accordance with Bonafide fee guidelines and relevant Council fees.
- 3.4. Cancellation must be made in writing by the applicant, or their agent, prior to approval and within 12 months of lodgement of the application with the Building Certifier, a refund will apply to non-performed inspections. Any refund is subject to a cancellation fee of \$100 for administration & 5 years archiving of the project file.
- 3.5. Fee \$ _____ being the base fee as per BONAFIDE Fee Schedule guidelines or quotation fees.

4. APPLICANT CONTACT DETAILS

Applicant

Address:

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Email:.....@.....

Phone:

Mobile:

SIGNED (ON BEHALF OF):

Applicant

Date:/...../.....

Bonafide Building Approvals

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Date:/...../.....