

Terms and Conditions / Service Level Agreement

This Agreement sets out the terms and conditions on which **Next Project Building Permits Pty Ltd (ACN: 683 580 798) and Daniel McDonald (BS-L 100045)** provides services to you.

It is your responsibility to read and understand these terms and conditions **prior to** signing. If you have any queries or concerns, please contact us.

By signing this Agreement, you confirm you have read and **accept** these conditions, including the attached Fee Schedule.

PROVISION OF SERVICES

- In providing the Services, we will ensure that the Services are provided with reasonable skill, care and diligence and to the standards reasonably expected of a private building surveyor performing services of a similar nature.
- Services are provided on a quotation basis. Quoted costs must be accepted prior to appointment (and acceptance) of **Next Project Building Permits Pty Ltd** (including Daniel McDonald BS-L 100045, or as otherwise designated) as Relevant Building Surveyor for your project.
- Additional costs may be incurred and become payable, in accordance with *Attachment 1: Fee Schedule (Additional Services)*.
- Daniel McDonald, director of **Next Project Building Permits** is a registered building practitioner in the category of Building Surveyor (Limited) with conditions limiting services to class 1 and 10 buildings (excluding basements) up to 3 storeys in height with a maximum floor area of 500m².

EXCLUDED SERVICES

The following services are **excluded**:

- Preparation or advice on design of the building or building work.
- Any guarantee that a permit will be issued, amended or extended.
- Providing warranties and/or guarantees in relation to the quality of work completed by third parties. Assessment of building works by the Relevant Building Surveyor or assigned Building Inspector are to confirm compliance/non-compliance only.
- Assessment of quality of works are the responsibility of the 'Project Manager' and are excluded, although, comment may be provided to you if there are specific concerns.
- Assessment of any proposed building works that fall outside the limitations of the registration held by the Relevant Building Surveyor at the time of application. (Works outside these limitations are automatically deemed refused)
- Appointment as Relevant Building Surveyor **if** Next Project Building Permits has previously provided Consultant Building Surveying Services for the same project.

Next Project Building Permits Pty Ltd

03) 9967 2889

PO Box 77, Violet Town, VIC, 3669

info@nextproject.au

www.nextproject.au

APPOINTMENT

- Appointment of a building surveyor can only be made by, or on behalf of, an **owner** of a property. (A builder who acts or proposes to act as a domestic builder in relation to domestic building work must not appoint a private building surveyor on behalf of the owner of the land on which the domestic building work is to be carried out)
- An application for a building permit must be accepted by **Next Project Building Permits Pty Ltd**. There is no obligation on **Next Project Building Permits Pty Ltd** to accept appointment as the Relevant Building Surveyor.
- You warrant to us that you are the **owner** of the property or that you have the authority to appoint us as a building surveyor. We reserve the right to request a written authority from the property **owner** if you are acting under authority.
- You warrant that you have **not** appointed any other person or company as a Relevant Building Surveyor for your building or building work.
- If necessary, we may transfer all, or part of, our services to another building surveyor as permitted by law.

DOCUMENTATION & COMMUNICATION

- Electronic Communication: The **owner** agrees that all communications, including a request for further information, are deemed to have been given and received if it is sent to the email address identified in the application form as an **owner** or **owner's agent**.
- Documents required to be served will be served in accordance with Section 236 of the Building Act 1993 as well as via email to the address provided in the application form.
- All Plans, reports, specifications and any other documentation required or requested is to be provided in **original** digital format (.pdf preferred).
- All plans are to be '**properly prepared**' by appropriately registered persons and must be sufficiently detailed to demonstrate all relevant statutory requirements.

INSPECTIONS

- You must provide us with safe, unfettered access to the building site **at all times** to allow for inspections to take place (Section 35 of the Building Act 1993 allows the Relevant Building Surveyor to cause for inspection to take place at any time)
- A minimum of **48 hours'** notice is required prior to booking an inspection. The **builder** identified in the building permit must ensure that works do not proceed beyond the notification stage until the inspection is **approved**.
- All requests for inspections must be sent to: info@nextproject.au
- Once we receive the notification, the Relevant Building Surveyor may cause the inspection to be carried out by a building inspector, or prescribed person, on their behalf.
- If required, or otherwise agreed the **owner** or **owner's agent** may locate and provide the contact/registration information to the Relevant Building Surveyor of independent practitioners to inspect the building work and provide a certificate of compliance under s238(1)(b) of the Building Act 1993. The Relevant Building Surveyor may then cause the inspection to occur, if deemed appropriate.

Next Project Building Permits Pty Ltd

03) 9967 2889

PO Box 77, Violet Town, VIC, 3669

info@nextproject.au

www.nextproject.au

YOUR RESPONSIBILITIES

- You must ensure that any information you provide to us is **complete** and **accurate**.
- Obtain and provide additional property information (Property information certificates, legal point of discharge, minimum floor levels, report & consent approvals etc) and relevant approvals required from other service authorities (water supply, sewer etc) unless agreed otherwise.
- Provide details of any relevant local Council planning permit approvals or provide written advice that planning approvals are **not** required.
- The **builder** named on the building permit must ensure that there is a sign displayed prominently on the building site for the duration of the building works in accordance with Regulation 41, Building Regulations 2018.
- Assume responsibility for **non-completion** or **non-commencement** of building works within the timeframe identified in the building permit. All building works must be commenced and completed within the prescribed timeframe. If we are required to issue a 'Notice of imminent lapse of building permit' (commencement or completion) fees as identified in the attached Fee Schedule will apply.
- If a request to extend a building permit is required, this request must be made **before** the expiry of the current building permit. Fees as identified in the attached Fee Schedule will apply.

PAYMENT

- Quotations are valid for acceptance for a period of **30 days** from the date of issue.
- Fees and charges for additional services are set out in *Attachment 1: Fee Schedule (Additional Services)* attached to this Agreement.
- Third party fees (Council lodgement or consent/report fees, Building Levy payments etc) are to be paid directly by the owner/applicant if not otherwise agreed in writing or by quotation.
- An application for a building permit is not deemed complete unless it is accompanied by the fees determined (quoted) by the private building surveyor (Building Act 1993, Schedule 2)
- All invoices are due within **7 days** from the date of invoice, unless agreed otherwise in writing.
- The Building and Construction Industry Security of Payment Act 2002 and Building and Construction Industry Security of Payment Regulations 2023 applies to **all** dealings with our office and will be utilised if required.

Next Project Building Permits Pty Ltd

03) 9967 2889

PO Box 77, Violet Town, VIC, 3669

info@nextproject.au

www.nextproject.au

LIMITATION OF LIABILITY

- The Relevant Building Surveyor relies on the accuracy of the documents and information provided and takes no responsibility or liability for damages or costs incurred because of false, misleading or inaccurate information supplied by the **owner/owner's agent**.
- Building permits issued by the Relevant Building Surveyor are issued in accordance with **statutory** requirements. In the event building works are approved to commence that are subject to additional civil/private agreements, covenants or restrictions, the Relevant Building Surveyor is **not** liable for any claims resulting from non-compliance with these agreements.
- To the extent permitted by law, including Australian Consumer Law, we limit out liability for any breach of this agreement by us (including for negligence) to:
 - resupplying the services; or
 - reimbursement of the fees paid by you under this agreement.
- Under no circumstances, would we be liable to you for any special, indirect, consequential or punitive damages, including, but not limited to, loss of profits, loss of business opportunities, or loss of goodwill, even if advised of the possibility of such damages.
- We will not be responsible for any loss or damage resulting from a breach by you of any term of this agreement.
- We shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract, tort or otherwise, at the expiration of one (1) year from the completion of building work. You or your builder will not be entitled to commence any action or claim against us after the expiration of one (1) year.

INDEMNITY

- You will be liable for and agree to indemnify, defend and hold us and each of our employees and contractors harmless for and against any, and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly from:
 - Any information that is not accurate, up to date or complete or is misleading or a misrepresentation provided to us, our employees, contractors or agents.
 - Any breach of this Agreement by you, your employees, contractors or agents.
 - Any claim by a third party that any use by us of information, works, material or Intellectual Property supplied by you infringes that third party's rights in any way.
 - You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our Services, including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information we have given you or you have given to us, respectively.

Next Project Building Permits Pty Ltd

03) 9967 2889

PO Box 77, Violet Town, VIC, 3669

info@nextproject.au

www.nextproject.au

INSURANCE

- We warrant that we hold current professional indemnity insurance coverage to provide the Services referred to in this Agreement.
- We do not warrant or provide insurance for any defects or claims resulting from the completion of building work under any building permit issued. **Independent** insurance advice should be sought to ensure that any potential damages or claims resulting from building works are adequately covered.

TERMINATION

- Section 81 of the Building Act 1993 provides that our appointment **cannot** be terminated without the written consent of the Victorian Building Authority (VBA).
- A decision by the Relevant Building Surveyor to refuse to grant a permit does not constitute a termination of engagement. Sections 80C and 81 of the Building Act 1993 prevail.
- Section 41A of the Interpretation of Legislation Act 1984 allows the Relevant Building Surveyor to **amend** or **revoke** a building permit at their discretion.
- In the event of termination of this Agreement (regardless of method of termination):
 - You must reimburse us for any work completed and any costs (including any handling or administration fees) that have been incurred by us up to the date of termination and for which we have not yet been paid.

ACCEPTANCE

Applicant / Representative:
On behalf of:
Signed:
Date:

Note: Where an applicant or owner has ongoing dealings with Next Project Building Permits Pty Ltd, acceptance of these terms form a 'standing agreement' that apply to this engagement and all future engagements until varied or altered in writing.