

Certification Engagement Agreement

This Agreement made the 02/03/2021

Between	Building Approvals and Advice Pty Ltd (BA&A)
And	JDL Construction (Applicant)
For the Property	12 Norham Crt, Carindale (Extension & Alterations to Dwelling)

Recitals

- A. BA&A employs private certifiers licenced under the *Building Act 1975* (Qld).
- B. The Applicant has requested that BA&A provide and BA&A has agreed to provide building certification services (**Services**) as described in Schedule 1 in respect to the Property (**Site**) on the terms herein.

Terms of Engagement Agreement

1. The Services

- 1.1. BA&A will provide the Services to the Applicant.
- 1.2. The Applicant acknowledges that the standard time frame for the approval process is two weeks from BA&A's receipt of all required relevant documents and the resolution of any issues raised in a notice under clause 1.3.
- 1.3. BA&A will promptly give written notice to the Applicant if and to the extent BA&A becomes aware that any document or other information provided by the Applicant is ambiguous, inaccurate or is otherwise insufficient to enable BA&A to carry out the Services.
- 1.4. When on Site, BA&A will comply with all lawful directions, procedures and policies relating to occupational health, safety and security requirements relating to the Site.
- 1.5. The Applicant acknowledges and agrees that:
 - 1.5.1. Any building approvals issued by BA&A shall have validity periods of:
 - 1.5.1.1. Six months for demolitions and removal of homes; and
 - 1.5.1.2. Twelve months for all other building applications;
 - 1.5.2. Building work on the Site can only begin when the building application is approved and the approval is issued by BA&A;
 - 1.5.3. Inspections can only be booked for projects with a current approved building application; and
 - 1.5.4. If the Services include the lodgement of a Development Application, the Applicant gives specific approval for BA&A to lodge such application on its behalf.
- 1.6. BA&A shall not be liable to the Applicant or Owner for any loss or damage whether direct or consequential arising out of or in connection with any delays in the performance of the Services which are beyond the reasonable control of BA&A.
- 1.7. The Applicant must notify BA&A immediately if the builder changes and ensure that a new QBCC insurance will be issued prior to the builder starting work on Site.

2. Applicant's obligations

- 2.1. The Applicant shall:
 - 2.1.1. Pay BA&A in accordance with this Agreement;
 - 2.1.2. Provide BA&A with relevant documents and other information sufficient to enable BA&A to carry out the Services.
Any changes to the plans after the assessment has been carried out will attract an Amended plan fee as set out in Schedule 2.
 - 2.1.3. Give, or cause to be given, in writing to BA&A timely directions, instructions, decisions and information to facilitate the provision of the Services by BA&A;
 - 2.1.4. Provide BA&A, or ensure that BA&A is provided, with such access to the Site as is reasonably necessary for BA&A to carry out the Services; and
 - 2.1.5. Provide BA&A with reasonable notice in writing before any inspections of the Site are required to be undertaken by BA&A for the performance of the Services.
- 2.2. A direction may be given by the Applicant to BA&A orally but the Applicant shall as soon as practicable confirm it in writing. If BA&A in writing requests the Applicant to confirm an oral direction, BA&A shall not be bound to comply with the direction until the Applicant confirms this in writing.
- 2.3. Any variation in the fee payable to BA&A as a consequence of a direction issued by the Applicant shall be payable by the Applicant in accordance with the fees in Schedule 2 or as otherwise agreed in writing by BA&A.
- 2.4. The Applicant must ensure that building work does not commence on Site until the building application is approved and issued by BA&A.
- 2.5. If the Applicant is not the Owner, the Applicant:
 - 2.5.1. Shall provide to BA&A the Owner's details in Schedule 3;
 - 2.5.2. Warrants that it is authorised to act on behalf of the Owner in respect to the subject matter of this Agreement; and
 - 2.5.3. Consents to BA&A disclosing to the Owner such information as is necessary for BA&A to discharge its obligations under this Agreement and relevant legislation.

3. Payment

- 3.1. The Applicant shall pay BA&A the fees set out in Schedule 2 at the times for payment set out in Schedule 2.
- 3.2. If any moneys due and payable to BA&A remain unpaid after the due date, then interest shall be payable thereon at the rate stated in Schedule 2 from the due date to the date the moneys are paid.
- 3.3. **By signing the Engagement agreement the applicant agrees that BA&A cannot issue any refunds of fees.**
- 3.4. Inspections can only be booked for projects with a current approved Building Application.
- 3.5. By signing this Engagement Agreement, the Applicant agrees to the building application time frame of six months for demolitions and removal homes, and twelve months for all other building applications.

4. Termination

- 4.1. If the Applicant commits a substantial breach of this Agreement, BA&A may give to the Applicant a written notice to show cause. Failure to make a payment due under this Agreement shall be a substantial breach of this Agreement.
- 4.2. A notice to show cause shall state it is a notice given under this Agreement, require the Applicant to show cause in writing why BA&A should not suspend or terminate the Agreement and specify that the Applicant must show cause within 7 days of the date of the notice (or such shorter period as BA&A may in its sole discretion require).
- 4.3. If by the time specified in a notice given under this clause the Applicant fails to show reasonable cause, BA&A may, by further written notice, suspend or terminate this Agreement.
- 4.4. If this Agreement is terminated pursuant to this clause, the rights and liabilities of the parties shall be the same as they would have been at common law had the defaulting party repudiated this Agreement and the other party had elected to treat this Agreement as at an end and recover damages.
- 4.5. If BA&A suspends performance of this Agreement pursuant to this clause, BA&A shall lift the suspension if the Applicant remedies the breach. If the Applicant fails, within a reasonable time, to remedy the breach, BA&A may, by further written notice, terminate this Agreement.
- 4.6. If BA&A suspends performance of this Agreement pursuant to this clause, BA&A shall be entitled to recover any damages incurred by reason of the suspension.
- 4.7. Notwithstanding any other term of this Agreement, if BA&A considers that a conflict of interest exists or may exist in the performance of the Services, BA&A may in its sole discretion terminate the Agreement by written notice to the Applicant. Such termination shall take effect from the time nominated by BA&A.
- 4.8. BA&A does not work for owner builders conducting 'building work' as that term is defined in the QBCC Act. If the Owner decides to change to be an owner builder or there is a change to the Proposed Work such that it is considered 'building work' under the QBCC Act, BA&A may immediately terminate the Agreement by written notice to the Applicant.
- 4.9. The Applicant shall pay BA&A all fees due and payable at the time of termination. Subject to clause 3.3, BA&A will not refund any fees prior to or at the time of termination, additional fees may be payable to disengage the relevant local council – see possible fee schedule 2.

5. Miscellaneous

- 5.1. This Agreement comprises the following documents:
 - 5.1.1. These Terms of Engagement Agreement; and
 - 5.1.2. Schedules 1, 2, 3 and 4 to this Agreement.
- 5.2. The person named in Schedule 3, or such person as the Applicant substitutes by written notice to BA&A, shall act as the Applicant's representative to exercise functions of the Applicant for the purposes of this Agreement.
- 5.3. BA&A's liability to the Applicant arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be limited to the total value of the fees paid by the Applicant pursuant to this Agreement.
- 5.4. BA&A shall use its best endeavours to maintain the confidentiality of all confidential information provided by the Applicant to BA&A in connection with the Services.
- 5.5. The laws of Queensland apply to this Agreement and each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.
- 5.6. If any provision of this Agreement is illegal, void, invalid or unenforceable for any reason, all other provisions which are self-sustaining and capable of separate enforcement shall, to the maximum extent permitted by law, be and continue to be valid and enforceable.

Schedule 1 - Services to be provided by BA&A to the Applicant

1. Assessment of Development Application in accordance with the *Planning Act 2016* (Qld)
2. Inspections at the Site as indicated on the quote.

Schedule 2 - Fee Schedule

On the lodgement of the Application with BA&A - Base Fee of **\$3,156.60** (inc GST).

All fees, charges and facilitating fees payable by BA&A to comply with legislative requirements incurred by BA&A in connection with carrying out the Services (including payments to local government and referral agencies).

Any additional invoices are to be paid within 7 days of the invoice being issued by BA&A.

Possible other fees:

- BA&A Energy report – from **\$311.85**
- BA&A Extension of time fee – from **\$635.25**
- BA&A Amended plan fee – from **\$658.35**
- BA&A disengagement fee – from **\$610.00**
- BA&A Structural inspection fee (excluding Frame Inspections) – from **\$246.18**
- BA&A QDC MP 1.4 assessment fee for building work within 3m of asset – from **\$275.00**
- Council Build Over Sewer approval - **Varies based on council**
- Council Build Over Stormwater approval - **Varies based on council**
- Council Siting Variation approval - **Varies based on council**
- Council Plumbing approval - **Varies based on council**

All building applications have included half an hour of certifier and assistant certifier time in the Base Fee. Any additional time will be charged at the hourly rates below calculated by multiplying BA&A's hourly rate by the time worked.

- Senior Certifier - \$280ph (plus GST)
- Certifier - \$220ph (plus GST)
- Certifiers assistant - \$100ph (plus GST)

Interest rate for late payments: 7.5%

Schedule 3 - Required owner's information

Please check and/or fill out the details of the registered property owner.

OWNER'S NAME:	SCOTT & MEREDITH MARTIN
MAILING ADDRESS:	12 NORHAM COURT, CARINDALE
EMAIL:	MEREDITHHANDSCOTT100@GMAIL.COM
PHONE:	0407 143 420

Schedule 4 - Applicant Details. If the Applicant is the Owner please state "as above".

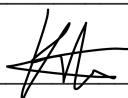
The Applicant is the party to whom all correspondence, invoices and approval documentation will be directed to throughout the application process. Please confirm the following information is correct/fill in additional information.

APPLICANT NAME:	JDL CONSTRUCTION GROUP PTY LTD
MAILING ADDRESS:	63 Amelia St, Nundah QLD 4012
EMAIL:	KIERAN@JDLCONSTRUCTION.COM.AU
PHONE:	0433760141

SIGNED by Applicant:

Name: KIERAN LEWIS

Signature: _____



Date: 11 /03 / 21

SIGNED for and on behalf of BA&A:



Michael Tyrrell
Director / Certifier
Building Approvals & Advice

Date: 02/03/2021
Job No: B2103004