



Terms & Conditions

Definitions

“Applicant” means the applicant/Owner/Builder/Developer/Architect/Building Surveyor of the subject development.

“PBS” means Perth Building Surveyors.

“NCC” means National Construction Code Volumes One and Two

“Alternative Solution” means a Building Solution which complies with the Performance Requirements other than by reason of satisfying the Deemed-To-Solution.

Fee Proposals

- Your application is not valid before required payment has been made;
- PBS reserves the right to change their fees at any time without further notice; and
- Should subsequent or additional services outside the scope of quoted services be contemplated, if acceptable to PBS, the applicant will be charged an addition fee.

Invoices and payment

We will send quotation and your invoices for fees upon receive of your application or upon conclusion a particular tasks. You agree that you must pay the outstanding amount invoiced to you within 14 days of the date of the invoice. You agree to receiving invoices, and receipts by email.

Payment Methods

Bank:	Commonwealth Bank
ACC Name:	PERTH BUILDING SURVEYORS PTY LTD
BSB:	066-131
ACC Number:	1058 4141

Estimate for Professional Fees

The following estimate include GST, costs and disbursements.

Based on our experience in such matters, and assuming no unusual or unexpected complexity or length of work, our estimated fees will be reflected in our invoice. The estimation only is based on our understanding of the scope of work and assuming all relevant materials, information and documents will be provided to us by the applicant.

Please note that the invoice amount is preliminary estimates only and may be exceeded depending on the length and complexity of your application.



Please also note that these estimates do not include any work that is not identified in our fee proposal.

In the event that you instruct us to carry out work that goes beyond what is contemplated by our invoice, we will provide you with a further estimate.

Professional Fees

Our hourly rates for professional service provider is \$220 rate per hour plus GST. We charge in units of 15 minutes, for example \$55+GST for 14min phone conversation.

In order to provide efficient and cost effective services we will manage your file, review your plans and information, site visit, carry out research, prepares drafts, attend meeting, provide you advice and may contact you or your agent by email our phone call or be contacted by yourself or your agent by phone or email. This may not be included in our estimation of fee proposal and applicant will be charged and will be responsible to pay at set rate indicated above.

Termination

No cancellation of the Application Agreement will be effective unless and until accepted and confirmed in writing by PBS. Each party may terminate this contract at any time by providing written notice to that effect to another party.

You will remain responsible for any outstanding fees and costs such as time we spend to cancel your application and other fees incurred up to the time of receipt of the notice.

Variation

1. If the Applicant wishes to request a variation to the service provided by PBS's fee proposal, such request must be made in writing and lodged with PBS. If PBS agrees, PBS's fee proposal may be adjusted accordingly or alternatively at PBS's sole discretion the variation will be charged at time and cost.
2. A new fee is required to reflect changes in the original scope if the development varies from the original scope of works.

Performance Based Solutions

The applicant is responsible to provide such information or certificates required by PBS to the PBS's satisfactions within specified time frame of not more than 21 days to justify the proposed building works achieve compliance with the requirements of the *Building Act 2011* and relevant Standard. The applicant can request for extension of time, if agreed by PBS the 21 days can be extended further. The applicant agrees to provide all information in form of electronic documentation via email in format that is acceptable by PBS.



Applicant understand that our assessment is based on deemed to satisfy provisions of the National Construction Code. If alternative solution can be used to achieve performance requirements of the Code, the applicant is required to engage experts such as fire engineer for fire safety requirements. In some occasions a building surveyor may be able to prepare a report and demonstrate compliance with the requirements. If we agree with the applicant to carry out that service, the applicant will be required to pay additional fee for performance solution report.

The Applicant is aware that where PBS may require WA Fire and Emergency Services Authority (FESA) referral and comments. It is the applicant's responsibility to pay our administration fee for this service, FESA fees and provide such information that is required by FESA for their approval.

Reliance on Information

1. PBS relies on the truth and accuracy of the documents and the information provided in them in good faith; and
2. PBS takes no responsibility or liability for damages or costs incurred as a result of false and misleading information provided to PBS and relied upon during the provision of these services.

Effect of Breach by Applicant

PBS may at its discretion cancel the agreement, refuse application and take appropriate action to recover any outstanding costs and any disbursements, if:

- You breach the terms and conditions for our service;
- You provide information that to our view misleading and deceptive;
- We have reasonable grounds to believe that mutual trust and confidence do not exist between you and us;
- Continuing to act for you may breach professional conduct rules;
- You fail to provide documentations and information to us despite our requests for such information;
- Information is not provided within the specified time frame (21 days);
- You fail to pay our invoices in our specified timeframe or at all; or
- You commit or causes any act or omission which in the PBS's opinion may in any way prejudice or harm the public reputation or credibility of PBS.

Exclusion of Liability

1. To the extent permitted by law, the PBS shall not be liable to the applicant, its servants, agents or contractors for any loss, damage or injury to property or persons (including but not limited to loss of profit or business or other direct, indirect, special, consequential or incidental damages) resulting from, arising out of, or in connection with the PBS's services or any other claim whatsoever arising directly or indirectly out of or in any way attributable to the performance or non-performance of their services;



2. The Applicant agrees to indemnify PBS, its servants and agents against all actions proceedings and claims (including consequential loss and loss of profits) brought against PBS, employees or its servants in relation to any injury, loss of life or damage to any property caused directly or indirectly by the PBS, or not arising directly out of or in any way attributable to non-performance of the PBS's services.
3. PBS is not liable for any cost, defects or non-compliances identified as part of their role acting as a Building Surveyor for this application unless PBS has been grossly negligence in the provision of its services; and
4. PBS shall not be liable to the applicant for any loss or damage directly or indirectly arising out of or in connection with failure to perform any term of this contract where such delay or failure is caused directly or indirectly by any cause beyond the PBS's control or by human error.

Limitations of inspection by PBS's Building Surveyor

Unless otherwise agreed to in writing:

1. PBS's Building Surveyor will conduct a non-invasive visual inspection which will be limited to those sections of the property to which directed by applicant, have safe and reasonable access (to the satisfaction of the PBS's Building Surveyor) is both available and permitted on the date and time of the inspection. Areas where reasonable entry is denied to the PBS's Building Surveyor or where safe and reasonable access is not available, such as roofing are excluded from and do not form part of any inspection.
2. The inspection by the PBS's Building Surveyor will not involve any invasive inspection including cutting, breaking apart, dismantling, removing or moving objects including, but not limited to, roofing (roof insulation, sarking, isolation and roof sheeting) wall and ceiling sheeting, ducting, foliage, mouldings, debris, floor coverings, sidings, fixtures, floors, pavers, furnishings, appliances or personal possessions.
3. The inspection by the PBS's Building Surveyor excludes the inside of walls, between floors cavities, sub floors, inside roof spaces, inside skillion roofing, inside the eaves, behind stored goods in cupboards and other areas that are concealed or obstructed. The Building Surveyor will not dig, gouge, force or perform other invasive procedures.
4. The inspection by the PBS's Building Surveyor will not look for any timber pest activity. If timber pest damage is found it will be brought to the attention of the Owner. The Surveyor will only note the damage that is visible.

Unless otherwise agreed to in writing the inspection will not cover:

1. Structural Engineering services;
2. Energy insulation;
3. Termite barrier;
4. Water proofing
5. Fire Door/wall/window installation;



6. Cool Room Installation;
7. Glazing Installation;
8. Fire Suspension System;
9. Fire Hydrant System;
10. Air handling System;
11. Sound/intercom system;
12. Fire Hose Reel;
13. Smoke/heat venting system;
14. Assessment for compliance of the building(s) with the Town Planning Scheme, Health Act and local government requirements;
15. Land Surveying such as clarification of cadastral lot boundaries;
16. Suitability of materials as defined in part 1.2 NCC. The inspection by the Building Surveyor is not intended to include rigorous assessment of all building elements in a property;
17. Structural assessment such as site preparation, earthwork, drainage, termite risk management, footings and slabs, masonry, framing, roof and wall cladding, stormwater drainage and stormwater management and adequacy of roof drainage as installed, glazing and additional construction requirements as defined on PART 2.1 and sB of the NCC 2016;
18. Access for people with disabilities;
19. Bush Fire Attack Level Assessment and Compliance with the relevant Australian Standard;
20. Services and equipment's such as lift installations;
21. Health and amenity such as damp and weatherproofing or confirmation of the existence of a water proof membrane;
22. Ancillary provisions, construction of heating appliances chimneys or atrium construction;
23. Determination of the fire safety where there is an alternative solution or identification of fire resistance level of a material (if not common);
24. Determination on health and amenity such as compliance of ventilation and sound insulation;
25. Energy Efficiency provisions such as insulation and isolation as prescribed in the part 2.6 of the NCC;
26. Non- structural elements including but not limited to, roof plumbing and roof coverings, partition walls, windows, doors and flashings, non-structural damp issues, ceiling linings, plastering and tiling;
27. An assessment of any aspect or component of the property that cannot be seen or that requires testing or measurement to determine soundness; and
28. Any area or item that was not, or could not be observed by the Building Surveyor;
29. General maintenance directly or indirectly related to performance of the building such as equipment and safety installations.

Please note the PBS can always request for further assessment and inspection by other professional service providers and applicant is required to provide such information requested by PBS to demonstrate the building complies with relevant requirements.

Services other than Certification of Compliance or Inspection Services



a) The provision of this services by the PBS:

- I. Does not restrict or otherwise fetter the discretion of the PBS in the lawful exercise of any of its statutory functions as an independent building surveyor under the *Building Act 2011* or any other statutory capacity; and
- II. Does not constitute an assurance, warranty or guarantee of which the documents form a part will be certified or approved.

b) The responsibility of the PBS is limited to recommendation of service providers only. The builder and owner/s remain responsible for dealing with the provider;

c) The applicant acknowledges and agree that any person responsible for this services at the applicant's request will not be involved in assessing or determining any subsequent application for certificate of compliance made in respect of such services.

Our Copyright

We have copyright in all documents that we produce. They must not be reproduced without our written permission.

Please contact us with any queries in relation to this terms and conditions.

NOTE: You declare that you have read and understood the above said 'Terms and Conditions' for acceptance of an application for our services.