



STANDARD TERMS & CONDITIONS

The information detailed herein is for general appointment purposes only and is relative only where an official signed agreement is not available. It is the responsibility of the Owner and/or Owner's agent to obtain individual project specific Fee proposals from our office for all projects prior to submitting any applications.

1 OBLIGATIONS

- 1.1 The Relevant Building Surveyor (RBS) shall:
- Assess all applications for a Building permit under the Act, Regulations and Building Code of Australia deemed to satisfy controls.
 - Assess and if appropriate issue a Building permit.
 - Collect and remit the applicable Building permit levy to the relevant Building Authority in the state of VICTORIA.
 - Assess and if appropriate issue the applicable occupancy permit or certificate of final inspection.
 - Provide copies of all relevant permit documents to the Council.
 - Issue statutory directions notices or orders if necessary at the RBS's discretion for the proper completion of the Building Work.
- 1.2 Inspections;
- Conduct or arrange for mandatory inspections as specified on the Building permit;
 - Conduct or arrange for any further inspections where either requested by the Owner or the Owners Agent or required by the RBS's discretion for the proper completion of the Building Work.
- 1.2 The Owner and/or Owners Agent shall:
- Provide Simple Permits Building Consultants Pty Ltd (Simple Permits) with all information required to enable Simple Permits to perform their role;
 - Pay any/all Fees and any/all Fee adjustments as allocated/billed by Simple Permits.
 - Comply with all relevant obligations under the Building Act, Building Regulations and Simple Permits conditions.

2 OWNERS WARRANTIES AND INDEMNITIES

- 2.1 The Owner and/or Owners Agent warrants:
- The accuracy and completeness of all information given to Simple Permits.
 - That the RBS when carrying out the Services, acts with the Owner's Authority.
 - That they are the registered proprietor of the project or the duly authorised agent of the registered proprietor. If requested by Simple Permits, the owner's agent will produce written Authority of the registered proprietor authorising them to act on its behalf.
 - That no other person has been appointed as the RBS for the subject property.
 - To provide and ensure a safe Workplace for all Simple Permit employees and contractors. I.e. Inspections where inadequate safety measures are provided will be refused. Additional extra recharge fees will be applicable whenever re-inspections occur due to unsafe conditions or unsafe Workplace's.
 - To provide accurate total cost of Works estimates relevant to the project.
- 2.2 The Owner shall indemnify and keep the RBS and Simple Permits, its officers, employees, agents and contractors indemnified from and against all costs, expenses, losses or damages which the Owner or Owners agents (including the builder) and any employees of the Owner may sustain, incur or suffer or be or become liable for or in respect of any suit action proceeding judgment or claim brought by any person arising from or referable to the Agreement or non-compliance with the Agreement.

3 SERVICE OF NOTICES

- 3.1 If Simple Permits becomes aware of any breaches to the Act or Regulations which may cause the serving of enforcement notices or where changes to the scope of works or timing or cost of the Services, then it shall as soon as practicable give written notice to The Client. The notice shall as far as practicable contain particulars of the reason for the notice. A notice (and any other document) shall be deemed to have been given and received:
- when emailed to or faxed to or mailed out via regular post to or delivered to the relevant address supplied to Simple Permits by the Owner or Owners Agent's or last known email address or mailing address communicated in writing to the authorised person giving the notice; and
 - on the earliest day of:
 - actual emailed date; or
 - delivery receipt; or
 - confirmation of correct transmission of fax; or
 - two (2) days after actual posting.

4 INFORMATION

- 4.1 The Owner shall:
- promptly answer any reasonable enquiries made by the RBS;
 - direct others to liaise, co-operate and confer with the RBS when necessary; and
 - provide the RBS with all relevant information.

5 LEGISLATIVE REQUIREMENTS – COMPLIANCE

- 5.1 If a legislative requirement necessitates a change to:
- the Owner's project requirements; or
 - the Building Work; or
 - a Fee or service or payment of a new Fee of charge;
- there shall be a Fee adjustment.

6 THE RBS' REPRESENTATIVES AND KEY PERSONNEL

- 6.1 The RBS shall provide the Services personally or by a competent representative.

7 PAYMENT

- 7.1 The RBS shall claim payment in accordance with the Fee schedule.
- 7.2 Each claim shall be in writing, include details for the value of Services provided together with any disbursements incurred by the RBS and may include details of other moneys then due to the RBS pursuant to the provisions the Agreement.
- 7.3 The Owner shall pay the full amount owing of any claim made by the RBS within 14 days of the date of the claim or as scheduled by Simple Permits.
- 7.4 Services that have not been allowed for within the scope of Works of the Fee schedule shall incur additional costs as outlined in the exclusions section of the Fee proposal or by hourly rate, whichever is the highest.
- 7.5 If the Client disputes the whole or any portion of the amount claimed in an account submitted by Simple Permits, then it shall pay that portion of the amount stated in the account which is not in dispute and it shall notify Simple Permits in writing of the reasons for disputing the account. If it is established that some or all of the amount in dispute ought correctly to have been paid at the time it was first claimed, then The Client shall pay the amount finally established together with interest on that amount in accordance with clause 8.
- 7.6 If the performance of the Services is delayed beyond a reasonable period for any reason other than a breach of the Agreement by Simple Permits, then The Client shall pay to Simple Permits a reasonable sum of money to cover the consequential costs and expenses suffered by Simple Permits as a result of the delay.
- 7.7 If after the date of these Terms of Engagement there is any change to the laws, by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia or any statutory Authority and that change directly or indirectly increases or decreases the costs or expenses incurred by Simple Permits in performing the Services, then the Fees and expenses otherwise payable to Simple Permits under these Terms of Engagement shall be increased or decreased accordingly.

8 INTEREST ON OVERDUE PAYMENT

- 8.1 In addition to all other rights and remedies of Simple Permits, if the Client fails to pay all monies as and when due, Simple Permits shall be entitled to recover interest at the rate of 15% per annum and the rate that is 2% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

9 SCOPE OF LIABILITY

- 9.1 **Direct and Indirect Loss**
The liability of Simple Permits to The Client 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 direct cost of rectifying the Building Works.
- 9.2 **Maximum Amount of Liability**
The maximum liability of Simple Permits to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be determined through the dispute resolution process in accordance with clause 10.
- 9.3 **Release**
To the greatest extent possible at law the Owner and Agents of the Owner release us from any and all liability for any costs, loss, claims or demands arising from any costs incurred in connection with the Services in excess of the Simple Permits and any liability of the Owner or Agent of the Owner to third parties arising from or in relation to Building Work performed by them or on their behalf and the performance of our role as relevant Building surveyor (including the time we take to perform that role and any decision by us not to issue the Building permit and and/or occupancy permits or certificates of final inspection as required).
- 9.4 **Duration of Liability**
Simple Permits 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 the Services, and The Client (and persons claiming through or under The Client) shall not be entitled to commence any action or claim whatsoever against Simple Permits (or any employee of Simple Permits) in respect of the Services after that date.
- 9.5 **Extent of Warranty**
Except to the extent imposed by law or specifically provided for in these Terms of Engagement, Simple Permits does not give any warranty nor accept any liability in relation to the performance or non-performance of the Services. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded. Nothing herein, contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or Services pursuant to these Terms of Engagement of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

9.6 Indemnity

The Client shall indemnify and keep indemnified the RBS and Simple Permits from and against all suits, actions, claims or demands by any person for any loss, damages, expense or costs as a result of any negligence or default by The Client.

10 DISPUTE RESOLUTION

If a Dispute arises between the parties, the Dispute must be determined in accordance with the procedure as set out in this clause;

10.1 Notice of Dispute:

- (a) A party claiming that a Dispute has arisen must notify the other party and give details of the Dispute in a notice and must in that notice:
 - (i) identify the subject matter of the Dispute;
 - (ii) set out the facts upon which the Dispute;
 - (iii) identify the provisions of this Agreement relevant to the Dispute;
 - (iv) annex copies of all correspondence and background information relevant to the Dispute; and
 - (v) contain any particulars of the quantification of the Dispute.
- (b) Within 10 Business Days after a notice is given under clause 10.1(a), each party must nominate its representative in writing, who must be authorized to resolve the Dispute.
- (c) During the period of 15 Business Days after a notice is given under clause 10.1(a) (or any longer period agreed between the parties) each party must procure that its representative uses its best endeavours to resolve the Dispute with the other representative.
- (d) If, within the 15 Business Day period referred to in clause 10.1(c), the representatives have not resolved the Dispute, the parties must within the 10 Business Days after expiry of that period appoint and authorize an Expert to perform the following functions:
 - (i) resolve the Dispute as an independent expert and not as an arbitrator;
 - (ii) establish the procedures for identifying the issues relating to the Dispute and the contentions of the parties in accordance with the requirements of procedural fairness;
 - (iii) make a written, reasoned decision to resolve the Dispute; and
 - (iv) decide how the Expert's fees and the costs of the parties in participating in the expert determination should be allocated between the parties.
- (e) If the parties cannot agree, within the 10 Business Day period referred to in clause 10.1(d), on the appointment of an Expert, the parties must request the President of the Institute of Arbitrators and Mediators Australia to appoint the Expert.
- (f) A determination by the Expert will be final and binding on the parties unless:
 - (i) the Dispute involves a Claim of more than \$5000 (Indexed between the date of this Agreement and the date of the claim); and
 - (ii) either party issues a notice to the other party disputing the determination within 20 Business Days of receipt of the determination. If such notice is not given within the time stipulated by this clause the determination will be final and binding, in which case either party may initiate legal proceedings.
- (g) Each party must:
 - (i) keep confidential all confidential information and confidential communications made by a representative under this clause 10; and
 - (ii) must not use or disclose that confidential information or those confidential communications except to attempt to resolve the Dispute,
 - (iii) but nothing in this clause 10 will affect the admissibility into evidence in any court or arbitral proceedings or extrinsic evidence of facts which, but for this sub-clause, would be admissible in evidence.
 - (h) If a party does not comply with any provision of clauses 10.1(a) or, if applicable, clause 10.1(b) and any procedural requirements established under clause 10.1(d), then the other party will not be bound by those clauses in respect of the Dispute.
 - (i) Nothing in this clause 10 will prejudice the right of a party to seek injunctive or urgent declaratory relief in respect of a dispute or any matter arising under or in connection with this Project Deed.
 - (j) The parties must give effect to the determination of the Expert unless and until it is stayed, reversed, overturned or otherwise changed by an order of a court.

10.2 Expert Agreement

The parties must sign an agreement with the Expert which sets out the terms of the Expert's appointment.

10.3 Costs

The costs of the Expert will be paid by the parties in the proportions determined by the Expert.

10.4 Appointment of replacement expert

Where the Expert is unable or fails to make a determination within any period agreed between the parties or the Expert dies, then the parties must appoint a replacement within 5 Business Days after that event and, if they cannot agree on the replacement within that period, the parties must request the senior office bearer from time to time of the Institute of Arbitrators and Mediators Australia to nominate a replacement.

10.5 Consultant to continue to perform this Agreement

Despite anything else in clause 10, the Consultant must, if the work under this Agreement (including the making good of any defects) has not been completed, at all times (subject as otherwise may be provided for in this Project Deed) proceed without delay to continue to perform their obligations under this agreement.

11 TERMINATION BY CLIENT

- 11.1 The termination of the RBS under this Agreement may only occur with the Owner first obtaining written consent to terminate from the Building Authority pursuant to Section 81(1) of the Building Act.
- 11.2 If this Agreement is terminated in accordance with clause 9.1, the Owner shall pay to the RBS all outstanding payments owing to the RBS at the time of termination.

- 11.3 The RBS shall be entitled to charge additional Fees for costs and disbursements arising as a consequence of the termination, for the period up to and including the date of termination.

12 TERMINATION BY SIMPLE PERMITS

- 12.1 Subject to the provisions of the Building Act (as amended), Simple Permits may by notice in writing served on The Client, terminate Simple Permits obligations under these Terms of Engagement:
 - (a) If The Client is in breach of the conditions of any part of clause 14 hereof and the breach has not been remedied within seven (7) days (or such longer period as Simple Permits may allow) of the service by Simple Permits on The Client of a notice requiring the breach to be remedied; or
 - (b) If The Client is in breach of the provisions of any other clause hereof and the breach has not been remedied within twenty-eight (28) days (or such longer period as Simple Permits may allow) of the service by Simple Permits on The Client of a notice requiring the breach to be remedied; or
 - (c) If Simple Permits serves on The Client a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after the date of the notice.

13 TERMINATION NOT TO AFFECT RIGHTS IN RESPECT OF PRIOR BREACHES

- 13.1 Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the provisions of these Terms of Engagement which occurred prior to the date of determination.

14 THE SERVICES

14.1 Building Permit

- (a) The Owner or agent of Owner may lodge an application for a Building permit to be issued by the RBS.
- (b) The Owner or agent of Owner in making an application for a Building permit must:
 - (i) complete an Application for Building Permit Form 1 Annexed hereto;
 - (ii) pay the required Fee;
 - (iii) pay the required Building permit levy under the Building Act;
 - (iv) comply with the requirements of the Building Act;
 - (v) provide all documents and information required under the Building Act and its Regulations or as requested by the RBS;
 - (vi) comply with the conditions of any Planning Permit or other prescribed approval issued in relation to the subject property;
 - (vii) state the contract price for the Building Work including the costs of labour and materials if there is a contract for the Building Work; or
 - (viii) in any other case provide such sufficient information to enable the RBS to estimate the costs of the Building Work including the cost of labour and materials; and
 - (ix) include any necessary report and consent of any prescribed reporting or service Authority under the Building Act or any necessary permit or approval of a responsible Authority under the Planning and Environment Act 1987.
- (c) The RBS may:
 - (i) request further information from the Owner;
 - (ii) issue a Building permit for a stage of the Building Work;
 - (iii) issue a Building permit with conditions;
 - (iv) issue a Building permit without conditions; or
 - (v) refuse to issue a Building permit.

- 14.2 The Building permit once issued shall be forwarded to the Owner or the Owner's agent as nominated on the application for a Building permit.

14.3 If a Building Permit is refused

If an application for a Building permit is refused by the RBS the Owner may make a further application for a Building permit.

14.4 Variation of Building Permit

The Owner may lodge an application requesting a Building permit be varied and or extended by the RBS;

The application must:

- (a) be in writing;
- (b) include all documents required under the Building Act and the Regulations or requested by the RBS;
- (c) be accompanied by the required Fee as per this Agreement.

14.5 Additional Services

If you request us to perform additional Services that are not included in the scope of Services described in this agreement, we are not obliged to proceed with such additional Work until you provide us with a written request, which we may or may not agree to. Any additional Work we agree to perform, requested or required by you or the proper performance of our role as relevant Building surveyor or the Act or Regulations will be invoiced separately and must be paid within seven days.

15 NON COMPLIANCE

- 15.1 If the Owner/ Owner's agent fails to comply with:

- (a) the Building permit and/or its conditions;
- (b) any directions issued by the RBS;
- (c) a section of the Building Act and the Regulations; and
- (d) the RBS provides additional Services under the Building Act, the Regulations or this Agreement;

the Owner shall pay the RBS a Fee adjustment in accordance with this Agreement.

16 INSPECTIONS

- 16.1 If the RBS is requested by the Owner or the Owner's agent to carry out an inspection of the Building Work, the Owner shall provide the RBS with not less than 24 hours' notice and shall cease any Works on the subject property until such time as the RBS has caused the subject property to be inspected.
- 16.2 The Owner shall pay the RBS the Fee or a Fee adjustment required under this Agreement for any inspections.

17 ADDITIONAL SERVICES

- 17.1 The RBS may perform additional Services in exercising its obligations under this Agreement, the Building Act and its Regulations and or any other relevant legislation including but not limited to:
 - (a) obtaining additional information and documents from a Council and other Authority;

- (b) carrying out additional inspections of the subject property;
 - (c) reporting any matters to the *Building Authority* or other *Authority*;
 - (d) responding to any requests for information from the *Building Authority* or other *Authority* including but not limited to a *Council*, the *Building Appeals Board*, and the *Building Practitioners Board*;
 - (e) issuing any notices or orders under the *Building Act* and the *Regulations*.
- 17.2 Upon the RBS carrying out additional Services the Owner shall pay the RBS the *Fee* or a *Fee adjustment* required under this Agreement.

18 OWNERS OBLIGATIONS

- 18.1 The Owner hereby acknowledges his/her/its ongoing obligations pursuant to the *Building Act* and the *Regulations* including but are not limited to:
- (a) providing the RBS with unfettered access to the subject property;
 - (b) not obstructing the RBS in carrying out its *Functions*;
 - (c) not provide the RBS with any information which may be misleading or deceptive;
 - (d) advising the RBS:
 - (i) of any changes in relation to the engagement of a *Building Practitioner* or an insured architect within 14 days of such change;
 - (ii) of any change to the Owner's address;
 - (iii) if *Building Work* cease on the subject property;
 - (iv) if the subject property is transferred to a new Owner; and
 - (e) ensuring the *Building Work* the subject of any *Building* permit issued by the RBS are carried out in accordance with the *Building* permit, directions of the RBS, the *Building Act* and the *Regulations*.
 - (f) to make application for and obtain required occupancy permit, certificate of final inspection, report and consent or other permits or approvals deemed by the RBS to be necessary to the carrying out of the *Functions*.

19 ACKNOWLEDGEMENTS

- 19.1 The Owner and Owners Agents acknowledge that:
- (a) They are responsible for obtaining (including the cost of) any required planning permit and will provide Simple Permits with a copy of the planning permit and approved planning permit drawings. If necessary, Simple Permits are not required to issue a *Building* permit until we receive any required planning permit and approved planning permit drawings.
 - (b) This agreement constitutes the entire agreement between Simple Permits and the Owner or Agent of Owner. The Owner or Agent of Owner may not rely on any oral discussions or representations made prior to or at the time of signing the agreement.
 - (c) Simple Permits are not estimators, quantity surveyors or project managers/site supervisors and you have not engaged us to provide any of those Services.
 - (d) They must notify Simple Permits in writing of each *Building Practitioner* engaged by you or on your behalf for the *Building Work*, including details of any *Building Practitioner* certificate issued to the *Building Practitioner* under Part 11 of the Act. Such notice must be given either upon our appointment (where you have already engaged a *Building Practitioner*) or within fourteen days of engaging the *Building Practitioners* (where the *Building Practitioner(s)* is/are engaged after our appointment).
 - (e) They may terminate our appointment only with the written consent of the *Authority*, and that upon any such termination we are entitled to payment of all *Fees* and disbursements incurred to the date of termination. In the event that the *Building Work* nominated in the agreement is terminated before commencement or completion, you must notify the *Authority* of this in writing. Only when this written notice is issued will our appointment end.
 - (f) All approvals Simple Permits issue have stipulated on them mandatory timeframes by which the approved *Building Work* must commence and must be completed. If you require an extension of time for any of these time limits you must make a formal written request to us stating the reasons why a time limit extension should be granted.
 - (g) *Building Notices* and *Building Orders* are formal documents prescribed in the Act and the *Regulations* to be served when breaches and non-compliance in the *Building Work* are identified. Such notices and orders are required to be served as a matter of course for significant areas of non-compliance or where safety is or may be compromised. In the case of routine rectification Works we will normally send to the registered proprietor of the project an inspection report or letter (as applicable) and in the event of non-response or an insufficient response within an appropriate time (generally 7, 14 or 30 days) a *Building Notice* will be served and further *Fees* will be payable.
- 19.2 Simple Permits make no repetitions or warranties that:
- (a) the *Building Work* are commercially viability;
 - (b) our appointment is limited to ensuring the *Building Work* carried out complies with the Act and *Regulations* that are applicable at the time;
 - (c) any *Building* permit we issue will be an assessment of the drawings for compliance with the Act and *Regulations* and not the serviceability, quality or *Functionality* of the *Building Work* approved by the permit;
 - (d) you will be able to gain any required planning permits;
 - (e) the proposed *Building Work* are suitable for the issuing of a *Building* permit (unless we issue one);
 - (f) in fulfilling our statutory duties, we will issue a *Building* permit, an occupancy permit or a certificate of final inspection;
 - (g) that in properly fulfilling our statutory duties, we will take as much time to investigate and determine applications for the *Building* permit and/or occupancy permits or certificates of final inspection as reasonably required;
 - (h) we will rely on the accuracy and completeness of all information supplied by you in performing our obligations under this agreement;

20 GENERAL MATTERS

20.1 Transfer and Assignment

- (a) Simple Permits and *The Client* each binds itself and its partners (if any), successors, executors, administrators, permitted assigns and legal

representatives to the other party to these Terms of Engagement and to the partners (if any), successors, executors, administrators, permitted assigns and legal representatives of the other party in respect to all covenants and obligations of these Terms of Engagement.

- (b) Neither Simple Permits nor *The Client* shall assign, sublet or transfer any right or obligation under the Agreement without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under these Terms of Engagement.
- (c) Nothing contained in this Clause shall prevent Simple Permits from employing such persons or companies as it may deem appropriate to assist it in the performance of these Terms of Engagement.

20.2 Consultants

If circumstances arise which require the Services of a specialist or expertise outside the field of Simple Permits, then Simple Permits may with the prior approval of *The Client* engage the appropriate consultant. The consultant shall be engaged at *The Client's* expense and on its behalf. *The Client's* approval shall not be unreasonably withheld.

21 ENTIRE AGREEMENT

- 21.1 This document embodies the entire agreement between the parties and any previous or simultaneous negotiations, representations, arrangements and agreements are superseded by this Agreement. No amendment or variation may be made to this Agreement other than in writing executed by each of the parties.

22 SEVERANCE

- 22.1 In the event that any condition or provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever that condition or provision shall be read down to the extent necessary to give it, if possible, partial operation, but if that is not possible, the condition or provision may be severed and the remainder of this Agreement shall remain in full effect.

23 PRIVACY

Personal information requested is for the purposes of dealing with the *Building* permit application and associated *Functions*. It will be used solely by Simple Permits and any legally authorized *Building Authority* including the Victorian *Building Authority* (VBA) for this primary purpose or other directly related purposes.

24 DISCLAIMER

This publication is provided solely on the basis that readers will be responsible for making their own assessment of matters discussed. No person should rely on the contents without first obtaining independent expert advice. In no event shall the RBS and Simple Permits *Building Consultants* be liable whatsoever for any direct or indirect or consequential damages or results of any actions taken on the basis of information provided nor for any error in or omission resulting from the use of information stated in this publication &/or forms attached. No other organisations or individuals are permitted to reproduce this publication without the prior written consent of the Principals of Simple Permits.

25 DEFINITIONS

- 25.1 In this Agreement—

Agreement	this document where an official alternative signed agreement is not available.
Building	includes structure, temporary <i>Building</i> , temporary structure and any part of a <i>Building</i> or structure;
Building Act	the legislative framework for the regulation of building construction, building standards and the maintenance of specific building safety features enforced by the Victorian State Government as at the time of initial assessment and/or issuing of the <i>Building Permit</i> ;
Building Appeals Board	means the <i>Building Appeals Board</i> under Part 10 of the <i>Building Act</i> ;
Building Authority	means the Victorian <i>Building Authority</i> (VBA) under Part 12 of the <i>Building Act</i> ;
Building Code of Australia	has the same meaning as it has in the <i>Building Regulations</i> (BCA)
Building Practitioner	has the same meaning as it has in the <i>Building Act</i> ;
Building Practitioners Board	means the <i>Building Practitioners Board</i> under Part 11 of the <i>Building Act</i> ;
Building Work	means <i>Work</i> for or in connection with the construction, demolition or removal of a <i>Building</i> ;
Certificate of Consent	means a <i>Certificate of Consent</i> under Division 3A of Part 3 of the <i>Building Act</i> ;
Council	means a <i>Council</i> within the meaning of the Local Government Act 1989;
Domestic Building Work	has the same meaning as it has in the <i>Domestic Building Contracts Act 1995</i> ;
Fee	means the <i>Fee</i> calculated in accordance with the <i>Fee Schedule</i> attached hereto;
Fee adjustment	means a sum to be added to or deducted from the <i>Fee</i> ;
Function	includes power, <i>Authority</i> and duty;
Legislative requirements	includes <ul style="list-style-type: none"> (a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where Services are being provided; (b) Certificates, licences, consents permits, approvals and requirements of organisations

having jurisdiction in connection with the carrying out of the Services and
(c) Fees and charges payable in connection with the foregoing;

Municipal Building Surveyor means a person for the time being appointed, employed or nominated by a Council as its *Municipal Building Surveyor* for the purposes of this Act;

Owner means

- (a) the person who is registered or entitled to be registered as proprietor, or the persons who are registered or entitled to be registered as proprietors, of an estate in Fee simple in the land; and
- (b) in relation to Crown land reserved under the Crown Land (Reserves) Act 1978 and managed or controlled by a committee of management, means the Minister administering that Act; and
- (c) in relation to any other Crown land, means the Minister or public Authority that manages or controls the land;
- (d) in relation to a *Building*, means the Owner of the land on which a *Building* is situated;

The Client means the Owner of the property and to the extent appropriate includes the agents (including the builder), officers and employees of the Owner. "You" includes, jointly and severally, the registered proprietor of the project and, if the applicant for the approvals to be issued by us is not the registered proprietor, then the applicant. "You" also includes your successors and assignees. "Us" includes our successors and assignees.