

BUILDING SURVEYOR FEE ACCEPTANCE FORM

I/we engage **BuildSurv** to provide building surveying consultancy services subject to the terms and conditions below.

Description of proposed development:	
Address of work:	

I/we as the client, or the duly authorised representative of the client, understand that in accepting this proposal, I/we also accept responsibility for payment of invoices issued by BuildSurv based on the agreed fee outlined in the fee proposal or based on hourly rates of \$190/hr (ex GST) and in accordance with this agreement.

.....
(Signature of authorised representative)

.....
(Date)

.....
(Print name of authorised representative)

For and on behalf of:

.....
(Print Client Name)

Invoices to be addressed to:			
Name:		Email:	
Company Name:		ABN / ACN:	
Address:			
Phone No:		Mobile No:	
If invoices are to be addressed 'care of', please provide owner/client details:			
Contact Name:		Email:	
Company Name:		ABN / ACN:	
Address:			
Phone No:		Mobile No:	

These terms and conditions of engagement relate to the nominated fee proposal for the project which describes the scope of services to be provided by BuildSurv to the Client.

1. **"BuildSurv"** shall mean BuildSurv Pty Ltd.
2. BuildSurv shall provide the Services with such skill, care and diligence as is generally exercised by consultants performing services in similar circumstances.
3. The Client shall provide BuildSurv with all information relevant to the project and deemed necessary by BuildSurv to undertake the services.
4. Any instructions received by BuildSurv from the Client for the supply of the nominated services and/or the Client's acceptance of services supplied by BuildSurv shall constitute acceptance of the terms and conditions contained herein
5. Fees as set out in the fee submission, and reimbursable expenses or disbursements, shall be paid by the Client to BuildSurv within 30 days of invoice or as otherwise nominated in the fee submission.
6. Fees will be invoiced at completion of services or for staged or larger projects (fees in excess of \$2,000 ex GST) on a monthly basis based on the percentage of works completed. For fees based on hourly rates invoicing will be based on the time worked during the month.
7. In the event of a proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details the Client shall give BuildSurv not less than fourteen (14) days prior written notice of such change and the Client shall be liable for any loss incurred by BuildSurv as a result of the Client's failure to comply with this clause.
8. BuildSurv provides the option of payment by Visa or Mastercard. All payments made by credit card will incur a 1.5% surcharge payable on the total amount of the invoice.
9. Where the Client fails to pay all monies as and when due, BuildSurv shall be entitled to recover interest at a rate of 2.5% per month. The interest shall be calculated on daily balances from the date 30 days after the date of the invoice to the date of payment of the invoice by the Client.
10. In the event of Client default of an invoice payment by the due date, the Client shall be liable for any costs and disbursements incurred by BuildSurv in pursuing the debt including, but not limited to, legal costs and collection agency costs. A \$100 (ex GST) administration fee shall apply.
11. Any dishonour fees incurred by BuildSurv on presentation of a Client payment shall be claimable by BuildSurv from the Client.
12. Payment claims will be made under the Building and Construction Industry Security of Payment Act 2009 and will be notified as such on invoices where applicable.
13. Liability of BuildSurv to the Client in respect of the project, this agreement and/or services shall be limited to the cost of rectifying the works and in the event of any breach of this contract by BuildSurv the remedies of the Client shall be limited to damages which under no circumstances shall exceed the fee for the services.
14. BuildSurv shall be under no liability whatsoever to the Client for any consequential and/or indirect loss and/or expense, including loss of profit, suffered by the Client due to a breach by BuildSurv of these terms and conditions.
15. With the Client's prior approval, which shall not be unreasonably withheld, BuildSurv may engage another consultant to assist in specialist areas if considered appropriate to do so. The Client accepts responsibility for all moneys payable to other such consultants
16. Copyright in all BuildSurv documentation in connection with the project shall remain the property of BuildSurv.
17. The Client may terminate the services under this agreement if:
In the event of substantial breach by BuildSurv of their obligations hereunder which has not been remedied within 30 days of written notice from the Client requiring the breach to be remedied; or
Upon giving BuildSurv 60 days written notice of their intention to do so.
18. BuildSurv may suspend or terminate its services under this agreement if:
Monies payable to BuildSurv being outstanding for more than 60 days.
In the event of other substantial breach by the Client of their obligations hereunder which has not been remedied within 30 days of written notice from the BuildSurv; or
Upon giving the Client 30 days written notice of their intention to do so.
19. Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the terms of this agreement which occurred prior to the date of the termination.
20. The terms of this agreement apply to the maximum extent permitted by law. Where the terms of this agreement conflict or are inconsistent with a relevant statute or regulation governing the services, the relevant statute or regulation will prevail to the extent of such inconsistency.