

# Building & Construction Reports

ABN: 88 500 912 789

Barry M. Morris

Effective 1 March 2017  
Until further notice

## CONFIRMATION OF APPOINTMENT AND FEE AGREEMENT FOR BUILDING ENGINEERING SERVICES

Between Building & Construction Reports  
and

Client Name: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Inspected Address: \_\_\_\_\_

Project No & Description: \_\_\_\_\_

Thank you for your instructions. We now set out the terms and conditions on which our services are provided:

1. The work you have asked us to do is as follows:  
(The Contracted Work):

### 2. OUR RATES ARE AS FOLLOWS

Discounted rate for 7 day payment terms. We refer to clause 3 & 4 of this agreement.

Particulars BUILDING ENGINEERING	Cost 7 day payment terms Discount Rate	Yes/No
Building Problems Initial meeting or call-out fee site assessment including travel Sydney Metro Area 25km Radius Sydney CBD	\$770.00 Plus GST Sydney Metro Area (Includes 1 <sup>st</sup> hour only)	
Litigation and technical issues including court attendance – Senior Consultant General Problem Solving, Defect Issues Building Issues - Building Consultant	\$390.00 p/h Plus GST	
Administration Time / Office Support	\$170.00 p/h Plus GST	
Other Services		

1 As the final Contract Price is not known, due to the nature of the Contracted Work, we will accordingly charge you for time spent in performing the work at our current hourly rate. This hourly rate will be charged for all work done, including telephone calls, reading and drafting documents and letters, attending meetings and any Court or NCAT Hearings.

2 You will also be charged for:

Courier charges	\$ as charged to us by the courier service
Travel	See paragraph no. 16
Parking	\$ at cost
Tolls	\$ at cost

(a) The fees of any third party such as another specialist; consultant, engineer, a lawyer or other, if it becomes necessary to obtain their services in completing the Contracted Work. In that event we require that you to pay their fees either by contracting directly with those persons or we will ask you to provide us with funds to cover the expected expense prior to their appointment.

3 A tax invoice will either be sent to you on a monthly basis or while the work is in progress or a deposit on the commencement of work on account of costs. This allows both of us to know where the costs are up to. Alternatively, we will send you a bill on conclusion of a stage of the work.

Should you not pay our account and the matter be referred for debt collection we reserve the right to charge all debt collection fees and an initial debt collection charge of \$400.00 as well as legal fees and interest as set out in (4) below and commission fees to the Debt Collection Agency or Solicitor.

**All accounts must be paid by you within seven (7) days or prior to the release of the report or document or if requested prior to the commencement of work. Accounts not paid in accordance with 7 days terms will revert to the non-discount rate of +30% on the cost shown on page 1.**

**Note:** The exact time taken to prepare the report will not become evident until the report is completed.

4 If your account is unpaid or overdue at the end of seven (7) days, we may retain any of your papers, documents, files or anything held on your behalf until all accounts have been paid in full. An account within our payment terms interest will be charged on the amount unpaid at the rate of 3% per month on the amount you have not paid.

5 You indemnify us against any costs, which may be ordered by a Court or Tribunal to pay personally, caused as a result of your instructions, or failure to provide timely instructions.

6 As part of our credit policy we may require you to make a payment of account of future fees and expenses and to top up this amount as the funds are used. This is a payment in advance of work to be performed. All accounts will acknowledge receipt of this money. We may not do any further work until we receive requested funds.

7 Any monies not expended will be refunded to you when the report is completed.

- 8 If we provide a report it does not include:
- (i) Defects to any property where its manifestation is not evident upon a visual examination under conditions applying at the time of the inspection unless we are instructed in writing to the contrary. This includes leaking roofs and gutters and blocked drains. It will also not include items, which cannot be inspected due to obstacles such as insulation batts, sisalation foil, Gyprock surfaces, fixtures and fittings and fixed floor coverings.
  - (ii) We can only comment upon defects which would only be observable using a ladder of a height of 2 metres unless scaffolding or a cherry picker is provided, by special arrangements at the cost to the client.
  - (iii) We do not access areas which are unsafe to do so
- 9 We reserve the right to adjust our fees on the 1<sup>st</sup> January each year.
- 10 Title of any report or services does not pass at law until payment in full of the account to which the goods relate and or reports are restricted by the Copyright Act 1968.
- 11 Cancellation of Booking  
Any Court or Tribunal hearings cancelled within 48 hours of 10am of the hearing day will attract a minimum charge of four (4) hours per day. Cancellation of booking within 24 hours will attract the full fee.
- 12 We require that you sign and return to this office a copy of this agreement. Should you not do so by return, and not object to any of the Terms and Conditions herewith detailed in writing within 48 hours, your automatic acceptance of this agreement, without signature, occurs.
- 13 Copyright  
In relation to any report, which we provide pursuant to this Agreement remains our property and all Intellectual Property Rights in such reports vest in us.
- Should you not pay our accounts in accordance with our terms of payment we will immediately invoke our Copyright rights and withdraw the use of our report until all fees are paid.
- As is our right we will inform all relevant parties, being NCAT or your solicitor and the opposite side's solicitor of our Copyright Entitlement and the suspension of our report pending payment.
- 14 You are responsible for any costs and charges that may have been incurred on your behalf by Barry M. Morris and this company prior to the date of signing this agreement.

15 **GENERAL EXPLANATION**

We are able to offer a number of approaches to compiling your report from either a basic schedule of defects to a fully comprehensive report with reference to relevant standards and the Building Code of Australia.

It is also our preference to be briefed by your solicitor or barrister and if you do not have one, we suggest you consult with one.

It is common for reports to be amended or changed by your solicitor or barrister as the case develops. This is likely to attract additional costs.

In addition when the other side either create a report or reply to our report there are new issues to be addressed by way of a report in reply. Again, this will cost additional monies.

In addition, if a Bill of Quantities and Scott Schedule are required to be prepared these will also incur additional costs, often as much as the defects report all at the rates shown on page one (1).

Our fees are based upon time; the more involved the issues are, the more time it will take.

After an initial site inspection we will assess the complexity of the issues and we will ask for a progress payment or a suitable deposit in advance of services being provided.

We will also require full payment for our services prior to releasing our report.

Please call if you have any questions.

We look forward to working with you.

Yours faithfully,

Acceptance of the Terms & Conditions  
in this agreement

\_\_\_\_\_  
**Signed**  
**Building Consultant**  
**Building Consultancy Licence No. 208**  
**for Building & Construction Reports**

\_\_\_\_\_  
**Client Signature**  
**Print Name: .....**

**Date: .....**

**Date: .....**

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