

Terms and Conditions

1 Inclusions

- 1.1 Unless stated otherwise, the fee provided in the quotation includes the assessment of plans for compliance against relevant building codes, property searches and one final inspection. Approved documents will be submitted to council and emailed to applicant.

2 Exclusions

- 2.1 A cursory review of your plans was conducted in the preparation of your fee proposal. Upon formal engagement, our Building Certifiers will conduct a thorough assessment and provide you with an update on any additional requirements that may be required, including but not limited to:

- (a) Permit for Plumbing & Drainage Work – Onsite Sewerage Disposal
- (b) Relaxation of Boundary Setbacks
- (c) Build Over Sewer or Stormwater
- (d) Amenity and Aesthetic
- (e) Town Planning Application – separate quote will be provided.
- (f) Energy efficiency assessments
- (g) Transport corridor assessment

- 2.2 Please note if your proposal requires the above council applications, Corestone Building Consultants offer a fee for service to prepare and lodge these applications for you. However, you are free to lodge these applications yourself.

2.3 **Additional fees apply for the following (ex GST)**

- (a) All re-inspections are charged at the originally quoted rate: min \$350 ea.
- (b) Approvals for extension of time: min \$300 – 6 months.
- (c) Early works or staged permits: min \$650.
- (d) Bushfire BAL reports: min \$350.

(e) Revised plans submitted after the decision notice has been issued: min \$300.

(f) Performance-based assessments and approvals POA

3 Inspections

3.1 Although inspection times cannot be specified, we can offer a call 30 minutes prior to our arrival on request. Inspections are completed on weekdays only. All inspections are allocated up to 30 mins of the Certifier's time onsite, up to 30 mins in travel and office-based time to review documents and complete correspondence.

4 Plans Submitted

4.1 Please ensure the plans submitted for the building application are the final construction drawings. Plans are to be of a good quality, clearly showing all new proposed and existing structures on the property. Plans must indicate lot size dimensions, distances from boundaries, be to scale (e.g. site plan 1:200 and elevations/floor plans 1:100). Plans should be drawn by a licensed builder, designer, architect, and/or engineer.

5 Time Frames

5.1 Corestone Building Consultants will aim to have your plans assessed within **7 business days**.

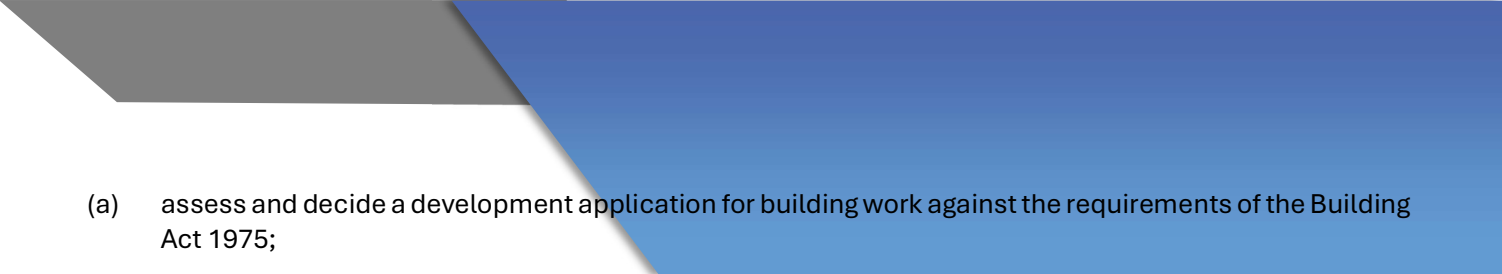
6 Clients Acknowledgements

6.1 Further and in addition to the terms set out in this Agreement, the Client acknowledges that:

- (a) Corestone Building Consultants is engaged to act as the private building certifier for the building application assessment of the building work and that all correspondence and approved plans will be directed to the Client (which may not be the Owner).
- (b) As Building Certifiers, Corestone Building Consultants will not act as the builder's supervisor/quality controller. Both the building contractor and Owner are responsible for ensuring the building work is carried out to a standard of quality and finish required by the Owner(s) under the conditions of the relevant building contract.
- (c) The Client declares that all the relevant property information has been provided to Corestone Building Consultants and that the plans are an accurate indication of the Site.
- (d) The proposed building work at the Site must not be commenced until a Development Permit for Building work has been issued by Corestone Building Consultants i.e. If work does commence before approval is issued, Corestone Building Consultants take no responsibility for the work and/or any rectification.
- (e) False or misleading information may affect the validity of the Certifiers decision, resulting in an ultra vires outcome.

7 Services To Be Provided

7.1 Corestone Building Consultants will provide the following Services to the Client:

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- (a) assess and decide a development application for building work against the requirements of the Building Act 1975;
 - (b) carry out inspections of the stages of assessable building work in accordance with section 24 of the Building Regulation 2021 to decide if the building work has been carried out in accordance with the Building Act 1975;
 - (c) prepare, sign and lodge all documents on behalf of the Client in relation to Development Applications forming part of this engagement for the above Site.
 - (d) Other services set out in the Fee Proposal.

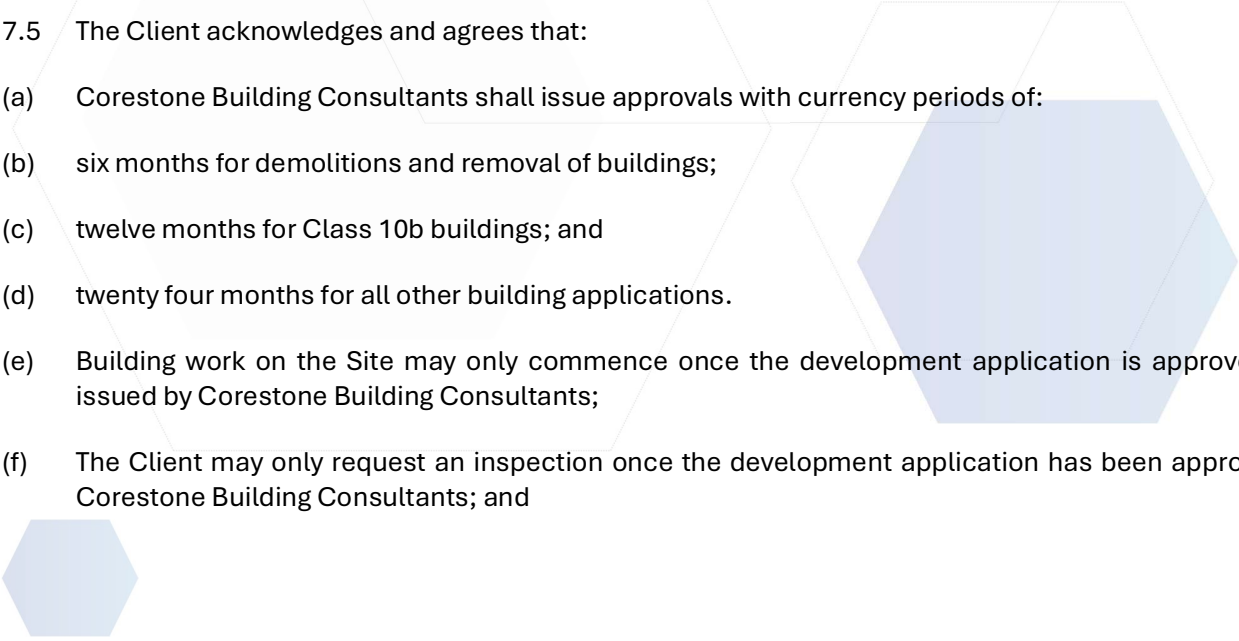
7.2 The Client acknowledges and agrees that:

- (a) there is no obligation on Corestone Building Consultants to commence the provision of the Services specified in clause 7.1 of these Terms and Conditions until the Client has:
 - (i) paid the Services Fee and any other amount payable to Corestone Building Consultants in accordance with this Agreement; and
 - (ii) provided the information required by the Engagement Agreement;
- (b) Corestone Building Consultants will exercise all reasonable endeavours to ensure that the Services in clause 7.1(a) of these Terms and Conditions are carried out in ten (10) business days from Corestone Building Consultants receipt of all relevant documents which are required to complete the Services.

7.3 Corestone Building Consultants will promptly give written notice to the Client if and to the extent Corestone Building Consultants becomes aware that any document or other information provided by the Client is ambiguous, inaccurate, or otherwise insufficient to enable Corestone Building Consultants to carry out the Services.

7.4 When on the site, the Certifier, will comply with all directions, procedures and policies relation to occupational health, safety and security requirements relating to the Site.

7.5 The Client acknowledges and agrees that:

- (a) Corestone Building Consultants shall issue approvals with currency periods of:
 - (b) six months for demolitions and removal of buildings;
 - (c) twelve months for Class 10b buildings; and
 - (d) twenty four months for all other building applications.
 - (e) Building work on the Site may only commence once the development application is approved and issued by Corestone Building Consultants;
 - (f) The Client may only request an inspection once the development application has been approved by Corestone Building Consultants; and
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- (g) If the Services in clause 7.1(C) of these Terms and Conditions are to be carried out, the Client gives specific approval for Corestone Building Consultants to lodge the application on its behalf and **warrants** that the Client has, and will continue to have, the authority to give such approval.

7.6 Corestone Building Consultants shall not be liable to the Client 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.

8 Client's Obligations

8.1 The Client shall:

- (a) pay the Services Fee and all other amounts payable under this Agreement to Corestone Building Consultants in accordance with this Agreement; and
- (b) provide Corestone Building Consultants with all relevant documents and other information sufficient to enable Corestone Building Consultants to carry out the Services; and
- (c) give, or cause to be given, any timely directions, instructions, decisions and information necessary to Corestone Building Consultants in writing to facilitate the provision of the Services; and
- (d) provide Corestone Building Consultants with such access to the Site as is reasonably necessary for Corestone Building Consultants to carry out the Services; and
- (e) provide Corestone Building Consultants with reasonable notice in writing before any inspections of the Site are required to be undertaken by Corestone Building Consultants for the performance of the Services; and
- (f) and bear the cost of all fees and charges required to comply with legislative requirements incurred by Corestone Building Consultants in connection with carrying out the Services. Final payment of all fees must be made prior to the issue of the Form 21.
- (g) pay all third-party debt recovery costs and any possible legal fees associated with any overdue invoices.

8.2 The Client may give a direction to Corestone Building Consultants verbally, but the Client must confirm the direction in writing as soon as practicable thereafter.

8.3 If the Client is not the Owner, the Client:

- (a) shall provide to Corestone Building Consultants the Owner's details (including phone and email address); and
- (b) warrants that it is authorised to act on behalf of the Owner in respect to the subject matter of this agreement, and that it will notify Corestone Building Consultants immediately upon becoming aware of such authority being withdrawn by the Owner; and
- (c) consents to Corestone Building Consultants disclosing to the Owner such information as is necessary for Corestone Building Consultants to discharge its obligations under relevant legislation.

9 Services Fee

- 9.1 The total agreed fee payable by the Client to Corestone Building Consultants for the provision of the Services by Corestone Building Consultants is the amount set out in the Fee Proposal. ("Services Fee").
- 9.2 The Client shall pay Corestone Building Consultants the Services Fee prior to Corestone Building Consultants commencement of processing the application unless on an agreed payment system.
- 9.3 Where Corestone Building Consultants performs additional work performed as a result of a direction issued by the Client, Corestone Building Consultants shall be entitled to payment from the Client for those additional works. Unless otherwise agreed, the amount payable for such additional works performed by Corestone Building Consultants is to be calculated by multiplying Corestone Building Consultants hourly rate (\$330.00 including GST for certifier and \$110.00 including GST for admin officer) by the time worked. Any variation to the Services Fee payable to Corestone Building Consultants in accordance with this clause shall be payable by the Client within 7 days of invoice issued by Corestone Building Consultants, and prior to Corestone Building Consultants commencing the additional works.
- 9.4 The Services Fee does not include fees payable by Corestone Building Consultants to local government and referral agencies in the performance of the Services, which fees shall be payable by the Client within 7 days of invoice issued by Corestone Building Consultants. The fees are to be charged at the actual cost to Corestone Building Consultants.
- 9.5 If any moneys due and payable to Corestone Building Consultants remain unpaid after the due date, then interest shall be payable thereon at a rate of 20% PA from the due date to the date the moneys are paid.
- 9.6 The Services Fee contains an allowance for the Final Inspection and any other inspections in the Fee Proposal notes, which notes form part of the Fee Proposal.
- 9.7 The costs of inspections of stages of the works completed by competent persons, such as a Registered Professional Engineer of Queensland or Licensed Surveyor, are not covered by the Services Fee and the Client is responsible for paying for the services of those persons, prior to their engagement.
- 9.8 The Client acknowledges that section 146 of the Building Act 1975 provides for Corestone Building Consultants being paid the Services Fee agreed under this Agreement despite Corestone Building Consultants refusing to approve a development application, issue a development approval or certify building work.

10 Terminating the Agreement

- 10.1 Corestone Building Consultants may at any time discontinue its engagement with the Client by giving written notice of the discontinuance to the Client in the approved form as provided by the Building Act 1975.
- 10.2 In the event that Corestone Building Consultants discontinues its engagement with the Client by providing the notice in clause 10.1 above, Corestone Building Consultants will deliver a copy of the notice of discontinuance to the local government within five (5) business days after such notice has been delivered to the Client.

10.3 The Client is not entitled to discontinue Corestone Building Consultants engagement under this Agreement in accordance with the provisions of the Building Act 1975 unless and until:

- (a) Corestone Building Consultants has committed a substantial breach of this Agreement; and
- (b) The Client has given a written notice to show cause ("**Show Cause Notice**") to Corestone Building Consultants, which:
 - (i) states that it is a notice given under this clause;
 - (ii) sets out the alleged substantial breach and identifies with full particulars the facts supporting the allegations made;
 - (iii) requires Corestone Building Consultants to show cause in writing why the Client should not discontinue the Agreement as a consequence of the alleged substantial breach; and specifies the time in which Corestone Building Consultants must show cause, which time must not be less than seven (7) days; and
- (c) Corestone Building Consultants has failed to show reasonable cause within the time specified in the Show Cause Notice and the Client has provided further written notice of the discontinuance to Corestone Building Consultants in the approved form as provided by the Building Act 1975.

10.4 Corestone Building Consultants will deliver a copy of the notice of discontinuance to the local government on behalf of the Client within five (5) business days after being provided with same.

10.5 The Client agrees that at Corestone Building Consultants' sole discretion, Corestone Building Consultants may also deliver a copy of the Show Cause Notice to the local government in conjunction with or in addition to the notice of discontinuance on behalf of the Client.

10.6 In the event of termination any fees held by the certifier shall be applied to outlays and services rendered up to the date of termination.

10.7 In the event the application lapses under Part 7 of the Building Act 1975, this contract will also lapse.

10.8 Any enforcement action required or imposed by any Act, Regulation or other statutory instrument will be charged at the hourly rate of \$650+GST.

11 Refunds

11.1 Applicable Refunds if a job is cancelled or disengaged:

- (a) Prior to assessment of plans and issuance of Request for Information (RFI) – 75% of Service Fees & refund of any non-lodged Council application fees and Council Document Lodgement fee
- (b) Post assessment of plans and issuance of RFI – 30% of Service Fees, & refund of any non-lodged Council application fees and Council Document Lodgement fee
- (c) Post issuance of Building Approval – Refund of remaining inspection fee.

12 Corestone Building Consultants liability limited

12.1 To the maximum extent permissible under law:

- (a) The liability of Corestone Building Consultants arising directly or indirectly 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 payable by the Client pursuant to this Agreement.
- (b) Corestone Building Consultants provides its services under this Agreement only to the Client. No third party may use or rely on any information provided by Corestone Building Consultants under this Agreement and any liability to such person is disclaimed.
- (c) The Client indemnifies Corestone Building Consultants for any costs or losses incurred, or damages payable, in respect of any claim brought by a third party against Corestone Building Consultants in relation to the services provided under this Agreement.

12.2 In this clause, a reference to Corestone Building Consultants includes its agents, representatives, officers and employees.

13 Miscellaneous

13.1 All implied conditions and warranties are excluded.

13.2 Corestone Building Consultants shall use its best endeavours to maintain the confidentiality of all confidential information provided by the Client to Corestone Building Consultants pursuant to this Agreement.

13.3 The laws of Queensland apply to this Agreement.

13.4 The rule of contra proferentum shall not apply to this Agreement.

13.5 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.

13.6 References to Corestone Building Consultants are references to Corestone Building Consultants PTY LTD (ABN 68682357053).