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STANDARD TERMS AND AGREEMENTS FOR THE LODGEMENT OF BUILDING PERMIT APPLICATIONS TO GOOD 2 GO BUILDING PERMITS, BUILDING SURVEYING AND ASSOCIATED SERVICES BY GOOD 2 GO BUILDING PERMITS.

1. NATURE OF CONTRACT

- 1.1. Upon appointment by the owner, Mr Andrew Britton (the RBS) shall carry out Building Surveying Services in accordance with the Building Act 1993, the Building Regulations 2018, and this agreement.
- 1.2. The owner shall pay the RBS the fee and fee adjustments in accordance with this agreement.

2. OWNERS WARRANTIES AND INDEMNITIES

- 2.1. The owner warrants:
 - 2.1.1. the accuracy and completeness of all information given to the RBS,
 - 2.1.2. that the RBS when carrying out the Services acts with the owner's authority,
 - 2.1.3. that no other person has been appointed as RBS for the building work at the subject property.
 - 2.1.4. the owner shall indemnify the RBS against any claims in respect of the RBS acting within authority as the owner's agent.

3. SERVICE OF NOTICES

- 3.1. A notice (and any other document) shall be deemed to have been given and received:
 - 3.1.1. if addressed or delivered to the relevant address in this agreement or last address communicated in writing to the person giving the notice, and,
 - 3.1.2. on the earliest day of,
 - 3.1.2.1. actual receipt,
 - 3.1.2.2. confirmation of correct transmission of fax; or,
 - 3.1.2.3. seven (7) days after posting.

4. INFORMATION

- 4.1. The owner shall:
 - 4.1.1. promptly answer any reasonable enquiries made by the RBS in connection with the Services, and,
 - 4.1.2. direct others to liaise, co-operate and confer with the RBS when necessary, and,
 - 4.1.3. provide the RBS with all relevant information.

5. LEGISLATIVE REQUIREMENTS – COMPLIANCE

- 5.1. If a legislative requirement necessitates a change to-
 - 5.1.1. the owner's project requirements,
 - 5.1.2. the building works,
 - 5.1.3. the Services, or,
 - 5.1.4. a fee or charge 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 attached to this agreement,
- 7.2. Each claim shall be in writing and 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 of this Agreement.
- 7.3. The owner shall pay any claim made by the RBS within 14 days of the date of the claim.
- 7.4. If an invoice is in breach of payment terms and referral to a collections company is required any additional fees associated with this may be added to the invoice amount payable by the owner.

8. INTEREST

8.1. Interest at rate of 12% shall be due and payable by the owner as from the 15th day after the claim.

9. TERMINATION

- 9.1. The termination of the RBS under this Agreement may only occur with the owner first obtaining written consent to terminate from the Victorian Building Authority pursuant to Section 81 (1) of the Building Act 1993.
- 9.2. 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.
- 9.3. The RBS shall be entitled to charge additional fees for costs and disbursements arising as a consequence of the termination.

10. THE SERVICES

10.1. Building Permit:

- 10.1.1. The owner may lodge an application for a building permit to be issued by the RBS.
- 10.1.2. The owner in making an application for a building permit must:
- 10.1.2.1. complete an application for Building Permit (Form 1) available on the GOOD TO GO BUILDING PERMITS website,
 - 10.1.2.2. pay the required fee,
 - 10.1.2.3. pay the required building permit levy under the Building Act 1993,
 - 10.1.2.4. comply with the requirements of the Building Act 1993,
 - 10.1.2.5. provide all documents and information required under the Building Act 1993 and its Regulations or as requested by the RBS,
 - 10.1.2.6. comply with the conditions of any Planning Permit or other prescribed approval (included restrictive covenant) issued in relation to the subject property,
 - 10.1.2.7. 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,
 - 10.1.2.8. 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,
 - 10.1.2.9. include any necessary report and consent of any prescribed reporting or service authority under the Building Act 1993 or any necessary permit or approval of a responsible authority under the Planning and Environment Act 1987.
- 10.1.3. The RBS may:
- 10.1.3.1. request further information from the owner,
 - 10.1.3.2. issue a building permit for a stage of the building works,
 - 10.1.3.3. issue a building permit with conditions,
 - 10.1.3.4. issue a building permit without conditions, or,
 - 10.1.3.5. refuse to issue a building permit.

10.2. The building permit once issued shall be forwarded to the owner and the owner's agent (if applicable).

10.3. If a Building Permit is refused:

- 10.3.1. If an application for a building permit is refused by the RBS the owner may make a further application for a building permit.

10.4. Variation of Building Permit:

- 10.4.1. The owner may lodge an application requesting a building permit be varied and or extended by the RBS,
- 10.4.2. The application must:
- 10.4.2.1. be in writing,
 - 10.4.2.2. include all documents required under the Building Act 1993 and the Regulations or requested by the RBS,
 - 10.4.2.3. be accompanied by the required fee as per this Agreement.

11. NON-COMPLIANCE

11.1. If the owner / owner's agent fails to comply with-

- 11.1.1. the building permit and/or its conditions,
- 11.1.2. any directions issued by the RBS,
- 11.1.3. a section of the Building Act 1993 and/or the Building Regulations 2018, and
- 11.1.4. the RBS provides additional Services under the Building Act 1993, the Regulations or this Agreement,
 - the owner shall pay the RBS a fee adjustment in accordance with this Agreement.

12. INSPECTIONS

12.1. If the RBS is requested by the owner or the owner's agent to carry out an inspection of the building works, 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.

12.2. The owner shall pay the RBS the fee or a fee adjustment required under this agreement for any additional inspections.

13. ADDITIONAL SERVICES

13.1. The RBS may perform additional Services in exercising its obligations under this agreement, the Building Act 1993 and its Regulations and or any other relevant legislation including but not limited to:

- 13.1.1. obtaining additional information and documents from a council and other authority,
- 13.1.2. carrying out additional inspections of the subject property,
- 13.1.3. reporting any matters to the Victorian Building Authority or other authority
- 13.1.4. responding to any requests for information from the Victorian Building Authority or other authority including but not limited to a Council, and the Building Appeals Board,
- 13.1.5. issuing any notices or orders under the Building Act 1993 and the Regulations.

13.2. Upon the RBS carrying out additional Services the owner shall pay the RBS the fee or a fee adjustment required under this agreement.

14. OWNERS OBLIGATIONS

14.1. The owner hereby acknowledges his/her/their ongoing obligations pursuant to the Building Act 1993 and the Regulations including but are not limited to:

- 14.1.1. providing the RBS with unfettered access to the subject property,
- 14.1.2. not obstructing the RBS in carrying out his functions,
- 14.1.3. not provide the RBS with any information which may be misleading or deceptive,
- 14.1.4. advising the RBS:
 - 14.1.4.1. of any changes in relation to the engagement of a Building Practitioner or an insured architect within 14 days of such change,
 - 14.1.4.2. of any change to the owner's address,
 - 14.1.4.3. if building works cease on the subject property,
 - 14.1.4.4. if the subject property is transferred to a new owner, and,
- 14.1.5. ensuring the building works 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 1993 and the Regulations.

15. ENTIRE AGREEMENT

15.1. 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.

16. SEVERANCE

16.1. 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.

17. DEFINITIONS

17.1. In this Agreement-

- 17.1.1. **BUILDING** - includes structure, temporary building, temporary structure and any part of a building or structure,
- 17.1.2. **BUILDING APPEALS BOARD** - means the Building Appeals Board under Part 10 of the Building Act 1993,
- 17.1.3. **VICTORIAN BUILDING AUTHORITY** - means the Victorian Building Authority under Part 12 of the Building Act,
- 17.1.4. **BUILDING PRACTITIONER** - has the same meaning as it has in the Building Act 1993,
- 17.1.5. **BUILDING WORK** - means work for or in connection with the construction, demolition or removal of a building,
- 17.1.6. **CERTIFICATE OF CONSENT** - means a certificate of consent under Division 3A of Part 3 of the Building Act 1993,
- 17.1.7. **COUNCIL** - means a council within the meaning of the Local Government Act 1989 and Local Government Act 2020,
- 17.1.8. **DOMESTIC BUILDING WORK** - has the same meaning as it has in the Domestic Building Contracts Act 1995,
- 17.1.9. **FEE** - means the fee calculated in accordance with the Fee Schedule attached hereto,
- 17.1.10. **FEE ADJUSTMENT** - means a sum to be added to or deducted from the fee,
- 17.1.11. **FUNCTION** - includes power, authority and duty,
- 17.1.12. **LEGISLATIVE REQUIREMENTS** - includes:
 - a. Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where Services are being provided,
 - b. Certificates, licences, consents permit(s), 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.
- 17.1.13. **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,
- 17.1.14. **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 (ReseNes) 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,

18. FEE SCHEDULE

- 18.1. Charges outlined in this Fee Schedule comprise fees, expenses and any applicable GST. Fees are calculated at an hourly rate (or part thereof) unless otherwise stated. Each attendance is calculated in multiples of 6-minute units or part thereof. * Fees do not include any applicable GST, which shall appear as a separate item on accounts.
- 18.2. The time spent may include telephone attendances, preparation and consideration of correspondence and documents, advice, research, travelling time, consultations with you or with other persons, preparation for and attendance at meetings, court or tribunal hearings, sending of faxes and emails, filing or lodging documents or other work as required to perform the functions of the RBS.
- 18.3. Expenses:
 - 18.3.1. Expenses include out of pocket payments or obligations to pay third persons that are incurred or paid on your behalf.

Items	Fee	Fee type
Application for building permit (assessment and issue - including one (1) further information request letter).	Determined by project type	Per item
Application for occupancy permit - commercial	No charge	N/A
Application for occupancy permit - commercial	Determined by project type	Per item
Making any Applications to prescribed reporting authorities	\$190.00	Per hour
Exercising discretionary powers (non-DTS)	\$190.00	Per hour
Assessing an application for a variation to a building permit	\$320.00	Per hour
Application for staged building permit	Add \$290.00	Per item
Attending to any statutory enforcement functions - Part 8 Building Act	\$290.00	Per hour
Additional assessment of Application for building permit (two (2) or more further information request letters)	\$190.00	Per hour
Performing additional mandatory inspections – domestic	\$200.00	Per item
Performing additional mandatory inspections – commercial	\$260.00	Per item
Property visits other than for mandatory inspections	\$190.00	Per item
Attending to any BAB or VCAT issues	\$190.00	Per hour
App to extend commencement or completion date of building permit	\$ 190.00	Per item
Transfer of functions	Add \$290.00	Per item
Attending to protection of adjoining property issues	Add \$290.00	Per item
Non-statutory consulting services	\$ 290.00	Per hour

TIME SCHEDULES

18.4. Assessment of Building Permit application: Minimum 5 business days

18.5. Assessment of Application to amend a Building Permit: Minimum 5 business days

18.6. Issuance of Occupancy Permit (following inspection and provision of all required certificates):
Minimum 2 business days

19. COMPLAINTS HANDLING POLICY

19.1. OBJECTIVES

19.1.1. We are dedicated to upholding our reputation for delivering exceptional service, and we greatly value your feedback as it helps us learn and grow. Our commitment is to handle complaints consistently, fairly, and impartially, with the aim of resolving them as swiftly as possible. This policy outlines the procedures for lodging a complaint with us and provides insight into how we manage and address complaints. Our objectives are to establish an open and transparent complaint handling system, outline guiding principles that govern our actions, set clear timeframes for complaint resolution, and detail how we record and utilize complaint data.

19.2. DEFINITION OF A COMPLAINT

19.2.1. In the context of our Building Surveying services, a complaint refers to an expression of dissatisfaction related to the services we provide.

19.3. HOW TO MAKE A COMPLAINT

19.3.1. To make a complaint, contact us directly by phone at m.0499 930 222, or via email to andrewb@good2gobp.com.au.

19.4. WHAT YOU NEED TO TELL US

19.4.1. During the investigation of your complaint, we rely on the information you provide and any relevant documentation already in our possession. We may reach out to you for clarification or request additional details if needed. To expedite the investigation process, please provide the following information:

19.4.1.1. Your full name and contact details.

19.4.1.2. Any special assistance you require.

19.4.1.3. The property address associated with the complaint.

19.4.1.4. The nature of your complaint.

19.4.1.5. Whether you have previously raised this complaint with us.

19.4.1.6. The desired outcome you seek.

19.4.1.7. Copies of any supporting documentation or information.

19.5. RECORDING COMPLAINTS

- 19.5.1. We maintain detailed records of all complaints, including your name, contact information, information provided in the Complaint Form, communications exchanged, investigation outcomes, and any corrective or remedial actions taken. Your personal information is handled in accordance with our Privacy Policy and protected against unauthorized disclosure. While investigating and resolving complaints, we may share your personal information with relevant third parties, such as builders, contractors, or regulatory authorities, as necessary or required by law.

19.6. OUR COMPLAINT HANDLING PROCEDURE

- 19.6.1. We want to keep you informed and involved throughout the complaint handling process.

Here's how our procedure works:

- 19.6.1.1. Acknowledgment: Upon submitting the Complaint Form, you will receive an email immediately, acknowledging the receipt of your complaint.
- 19.6.1.2. Investigation: Management aims to resolve your complaint within 3-5 business days (urgent complaints are given the highest priority). However, certain circumstances may require more time, such as complex issues or the need for additional information. In such cases, we will notify you of the reason for the delay and provide an updated timeframe. You have the right to monitor the progress of your complaint by contacting us at any time.
- 19.6.1.3. Response: Following the investigation, we will communicate the findings and any actions taken in writing. If you are dissatisfied with the process or outcome of our internal investigation, we may also inform you of available external avenues or remedies. At this stage, we may close the complaint if we deem the matter resolved, irrespective of your level of satisfaction.
- 19.6.1.4. Action: If we identify any errors, we will take appropriate steps to rectify the situation. This may include commencing enforcement action against a builder or property owner, amending internal practices or policies and providing additional training to our staff.
- 19.6.1.5. Recording: We maintain a comprehensive internal database of all complaints for handling purposes. Complaint data is analysed to identify broader issues and address underlying causes.

19.7. COMPLAINTS UNDER INVESTIGATION BY THE VICTORIAN BUILDING AUTHORITY

- 19.7.1. If your complaint is currently under investigation by the Victorian Building Authority or any other government body, we will temporarily suspend further action until the outcome of that investigation is determined.

19.8. MANAGING UNREASONABLE COMPLAINT CONDUCT

- 19.8.1. We diligently consider the substance of all complaints; however, we reserve the right to discontinue investigating or addressing a complaint if the conduct of the complainant becomes unreasonable. Examples of unreasonable conduct include excessive or persistent repetition of an issue, inappropriate demands or expectations, abusive, trivial, or vexatious behavior, and persistent contact during or after our investigation.