

CLIENT CHECKLIST

COUNCIL
DATE

LOCATION		
PROJECT ADDRESS		
LOT No.	DP No.	
SITE AREA (M ²)	FLOOR AREA (M ²)	VALUE (\$)

PROJECT
DESCRIPTION OF PROPOSED WORK

CONTACT DETAILS	
OWNER'S NAME	
ADDRESS	
PHONE	EMAIL

CONTACT NAME (IF NOT OWNER)	
ADDRESS	
PHONE	EMAIL

DESIGNER'S NAME	
ADDRESS	
PHONE	EMAIL

INSPECTIONS CONTACT NAME (Results of all inspections will be emailed to this person - If left blank this will default to Owner)	
ADDRESS	
PHONE	EMAIL

INVOICES TO BE SENT TO (please tick one)	OWNER	CONTACT	OTHER (specify below)

DOCUMENTATION SUPPLIED
Completed Form 2 building consent application form Letter of Authorisation from Owner (if applicable) Designers Certificate of Design Work (CODW) Architectural plans, specifications and supporting documents Structural Engineers PS1, CODW and calculations Certificate of Title (must be less than 90 days old) Approved RC Decision and Plans (if applicable)

SIGNED BY THE OWNER OR AUTHORISED AGENT	
I authorise Professional Building Consultants Ltd to act on my behalf to perform all the services requested above and all general administration before, during and after the issue of PIM, Consent, Inspections and Code Compliance Certificates. All services will be subject to fees as determined by Professional Building Consultants Ltd. I have read and understand terms and conditions of Professional Building Consultants Ltd printed on the rear of this application and agree to contracting with Professional Building Consultants Ltd in accordance with those terms and conditions only.	
SIGNED	PRINT NAME
SPECIAL INSTRUCTION	

OFFICE USE ONLY	
RISK AND SCOPE ASSESSMENT ACCEPTED	DATE
SIGNED	NEW CLIENT CONTACTED



PROFESSIONAL BUILDING CONSULTANTS LTD - TERMS OF ENGAGEMENT

1. INTRODUCTION

- 1.1 PBC maintains IANZ accreditation as an Accredited Organization (Building) pursuant to the Building (Accreditation of Building Consent Authorities Regulations 2006.
- 1.2 These Terms of Engagement set out the terms and conditions of engagement and relationship between Professional Building Consultants Limited ("PBC"), the Council and the Owner (the "Terms") as described on the Owner section of the checklist overleaf (the "Owner").

2. SERVICES

- 2.1 PBC operates under contract to various local authorities (generally referred to as "Councils") to make various recommendations to said Councils in respect of one or more of the following services (the "Services") in respect of the Owners project:
- 2.1.1 Processing residential building consent applications;
- 2.1.2 Undertaking compliance inspections during the construction process;
- 2.1.3 Processing Code Compliance Certificate applications;
- 2.1.4 Depending on the nature of the Services PBC may be engaged to operate as an agent of Council wherein the Owner elects to have PBC carry out the following further services (as an agent of Council):
- Accept and vet applications to Council and make recommendations to Council (to accept and or refuse said application) and or request various further information from the Owner;
 - Lodge an application to Council;
 - Process the applications to determine compliance with the Building Code,
 - Undertake the compliance inspections the during the construction process and or request various further information from the Owner;
 - Accept and process applications for Code Compliance Certification;
 - Collate, check and forward all documentation to Council, with its recommendations to grant or refuse to grant the Owners application

2.2 For clarity, the Owner will at times remain the client of the Council.

2.3 PBC may act, in certain situations, as an agent of Council and the Owner may elect to have PBC carry out the Services in place of Council and to make recommendations therein.

2.4 PBC is therefore engaged by the Council to provide the Services and make recommendations which recommendations are not binding on the Council.

2.5 Council is required to carry out its own due diligence in respect of PBC's recommendations and to decide whether to accept PBC's recommendation or to refuse the same.

3. FEES AND PAYMENTS

- 3.1 PBC renders the Services to Council (not to the Owner) on which basis Council will pay PBC for said Services rendered directly.
- 3.2 Council will invoice the Owner for all fees in respect of the Services. PBC reserves the right to cease the provision of the Services whether at the direction of the Council or at its own volition.

4. EXCLUSIONS

- 4.1 The provisions of the Consumer Guarantees Act 1993 and or the Fair Trading Act 1986 do not apply to Services provided.
- 4.2 Any warranties, descriptions, representations and conditions as to fitness, suitability for any purpose or otherwise, whether expressed or implied by law, trade custom or otherwise are expressly excluded to the maximum extent permissible by law.

5. LIABILITY

- 5.1 The liability of PBC (whether arising in contract, tort (including negligence and breach of statutory duty) or otherwise) for any loss, cost, damage or injury howsoever arising will not in any event exceed an amount equivalent to the fees paid by the Owner to Council in respect the Services provided by PBC to Council.
- 5.2 PBC will not be liable for any consequential, indirect or special damage, loss of business or profit or other economic loss of any kind.

6. MISCELLANEOUS

- 6.1 *Relationship of Parties:* Nothing in these Terms will constitute any relationship of employment, partnership or joint Venture, direct engagement or otherwise as between PBC and the Owner. PBC may be required to perform certain services for Council including the Services. The Owner acknowledges that PBC may owe duties to Council which will, in certain circumstances, be contrary to the Owner's interests and the Owner consents to PBC acting in this capacity and disclosing all information in its possession to said Council.
- 6.2 PBC will not be liable for delay or failure to perform any of the Services if the cause of the delay or failure is beyond its reasonable control.
- 6.3 *Waiver:*
- 6.3.1 Failure by PBC to enforce any of its rights will not be deemed to be a waiver of any of the rights PBC has under these Terms.
- 6.3.2 PBC will not be deemed to have waived any conditions of these Terms unless the waiver is in writing and signed by an authorised signatory of PBC and that waiver, unless the contrary is expressly stated, will apply to and operate only in the particular dealings in respect of which it is given.
- 6.4 *Assignment:*
- 6.4.1 The Owner may not, without the prior written approval of PBC, assign or transfer any of its rights or obligations under these Terms to any third person. A change of control of the Owner will be deemed to be a transfer or assignment under this clause.
- 6.4.2 PBC has the unconditional right to assign or transfer any of its rights or obligations under these Terms.
- 6.5 *Governing Law and Jurisdiction:* These Terms are governed by New Zealand law