

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)	
ADDRESS	
PHONE	EMAIL

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

DOCUMENTATION SUPPLIED
<input type="checkbox"/> Online electronic lodgement
<input type="checkbox"/> 4 full sets working drawings with 3 copies specifications, bracing and engineering calcs, engineers reports etc (Manukau)
<input type="checkbox"/> 3 full sets working drawings with 3 copies specifications, bracing and engineering calcs, engineers reports etc (Auckland)
<input type="checkbox"/> 2 sets drawings (elevations, floor plan & site plan) [PIM application only] OR
<input type="checkbox"/> 3 sets working drawings with 3 copies specification, bracing and engineering calcs, engineers reports etc. [if PIM already issued]
<input type="checkbox"/> Resource Consent plans.
<input type="checkbox"/> Water Meter (Manukau Only)
<input type="checkbox"/> Deposit: BC and RC applications
<input type="checkbox"/> Certificate of Title (CT must be within 3 months of age) – Required for all new PIM only, RC and BC applications

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 The following clauses 1 to 8 set out the terms and conditions of contract (*Terms*) between Professional Building Consultants Limited (*PBC*) and the client described on the client checklist overleaf (*Client*). The *Terms* apply to all dealings between PBC and the Client.

2. SERVICES

2.1 PBC will provide one or more of the following services to the Client, as agreed in advance with the Client:

2.1.1 The preparation of a building consent application and the lodging of that application with the relevant building consent authority (*Building Consent Services*);

2.1.2 The preparation of a resource consent application and the lodging of that application with the relevant resource consent authority (*Resource Consent Services*);

2.1.3 The provision of general building consultancy services, including property and pre-purchase reports (*General Services*), each a Service.

2.2 The Client may request variations to the Services or the provision of additional Services by written notice to PBC. The Services will not be varied and no additional Services will be provided without the prior written agreement of PBC.

3. IMPORTANT INFORMATION

3.1 Where PBC performs Building or Resource Consent Services, the Client acknowledges that it has read and understood the Important Information Sheet in relation to those Services, provided to the Client before or at the time the *Terms* are entered into.

4. FEES AND PAYMENTS

4.1 For Building and Resource Consent Services, the Client will pay:

4.1.1 PBC a consent management fee before PBC lodges an application with the relevant authority; and

4.1.2 The relevant authority an advance payment at the time the application is lodged as described in the Important Information Sheet and a further fee upon granting of the consent.

4.2 For General Services, the Client will make an advance payment to PBC at the time the Client instructs PBC to proceed.

4.3 The relevant authority will invoice the Client directly for all fees relating to the consent approval process. PBC will invoice the Client for General Services fees and for the consent management fee referred to in clause 4.1.1. The client will pay all invoices in accordance with their terms without set-off, counterclaim or any other form of deduction.

4.4 PBC reserves the right to charge interest at 1.5% per month or part month on outstanding fees should payment not be received in full by PBC by the due date. Interest will accrue on a daily basis before and after judgement.

5. EXCLUSIONS

5.1 The provisions of the Consumer Guarantees Act 1993 will not apply to Services supplied for the purposes of a Client's business.

5.2 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.

6. LIABILITY

6.1 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 Client to PBC in respect of the Services.

6.2 PBC will not be liable for any consequential, indirect or special damage, loss of business or profit or other economic loss of any kind.

7. TERMINATION

7.1 Any contract for services between PBC and the Client may be terminated by either party upon the expiry of no less than 10 business days' written notice to that effect. If any contract is terminated for any reason, the Client will pay PBC all fees and other expenses for Services rendered to the date of termination. The termination of any contract by PBC will not limit PBC's rights or remedies in any way.

8. MISCELLANEOUS

8.1 *Relationship of Parties*: Nothing in these Terms will constitute any relationship of employment, partnership or joint

venture between PBC and the Client. PBC performs the Building Consent and Resource Consent Services as the Client's agent. PBC may be required to perform certain services for the relevant authority including for that authority processing building consent applications, undertaking inspections of the Client's property and ensuring compliance with any building consent. The Client acknowledges that PBC may owe duties to that authority which may, in certain circumstances, be contrary to the Client's interests and the Client consents to PBC acting in this capacity and disclosing all information in its possession to the authority.

8.2 *Scope of Role*: In respect of Resource Consent Services, PBC's role will be limited to undertaking, as the Client's agent, only the application process. All design work, site construction and supervision remain the responsibility of the Client or its nominated agent (other than PBC). PBC does not act for the resource consent authority in any matter relating to resource consent applications.

8.3 *Delay*: PBC will not be liable for delay or failure to perform the Services if the cause of the delay or failure is beyond its reasonable control.

8.4 *Waiver*:

8.4.1 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.

8.4.2 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.

8.5 *Assignment*:

8.5.1 The Client 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 Client will be deemed to be a transfer or assignment under this clause.

8.5.2 PBC has the unconditional right to assign or transfer any of its rights or obligations under these Terms.

8.6 *Governing Law and Jurisdiction*: These Terms are governed by New Zealand law.