

## SHORT FORM AGREEMENT FOR BUILDING CONSULTANT ENGAGEMENT

BETWEEN: \_\_\_\_\_  
(CLIENT)

AND: \_\_\_\_\_  
(CONSULTANT)

### SCOPE AND NATURE OF THE SERVICES:

The service subject to this agreement is to provide external specialist technical support services to the Building Consent Authority functions of the District Council within the fields of: ( fields to be covered)

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> C1 – C4 Fire Safety                   | <input type="checkbox"/> B1 Structure               | <input type="checkbox"/> D2 Mechanical Installations for Access |
| <input type="checkbox"/> G4 Ventilation                        | <input type="checkbox"/> G6 Airborne & Impact Sound | <input type="checkbox"/> G8 Artificial Light                    |
| <input type="checkbox"/> G12 Water Supplies                    | <input type="checkbox"/> G13 Foul Water             | <input type="checkbox"/> G14 Industrial Liquid Waste            |
| <input type="checkbox"/> F3 Hazardous Substances and Processes |   | <input type="checkbox"/> H1 Energy Efficiency                   |

These services shall be provided on the following terms:

- The Consultant shall follow the procedures specified in appendix A (attached) when providing the service.
- If professional input further to that of the Consultant is required, the Consultant shall first obtain the written approval of the client before commissioning any such report or assistance. The decision to commission such advice and any subsequent choice of professional shall be at the complete discretion of the client.
- The Consultant shall ensure that all statutory and contractual time frames are complied with. Failure to achieve these time frames shall constitute a breach of contract and may result in the client withholding all future payments for that job.
- The Consultant shall ensure that regular contact is made with the client to explain the status of any specific job being assessed.
- The Consultant shall familiarise themselves with the Client's processes and procedures for the checking and inspection of building consents.
- The Consultant shall utilise an internal peer review process for all work.

### PROGRAMME FOR THE SERVICES:

The Consultant shall be offered specific jobs at the sole discretion of the Client. The Consultant shall confirm acceptance of that job (e.g. assess capability and any conflicts of interest) within 1 working day of receiving that job.

The Consultant services are to be completed and all reports and building consent documents returned to the Client within 10 working days from the date of receipt of the building consent documents and document transfer.

### FEES & TIMING OF PAYMENT

The Consultant shall ensure that an itemised invoice is supplied with each individual assessment report.

All work shall be charged at an hourly rate and payment of services shall be made on the 20<sup>th</sup> day of the month following the issue of an itemised account.

The Consultant shall provide an estimate for any specific job which is likely to cost more than \$1,000.00 for approval before commencing that job. The time involved in providing this estimate shall not be recoverable from the client. Should a job be commenced, and subsequently involve assessment fees of more than \$1,000.00 or that amount which has been estimated, all work shall cease until such time as an estimate for remaining work has been provided and approved by the client.

**INFORMATION OR SERVICES TO BE PROVIDED BY THE CLIENT:**

A full set of the building consent documents should be forwarded to the Consultant for assessment.

The Client shall provide a Building Consultant Transfer Document which shall include:

- The building consent application details.
- The project description.
- Details of the technical assessment and report required.
- Level of assessment required.
- The procedures to be followed

*The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision of the Short Form Model Conditions of Engagement (overleaf), and any variations listed below. Once signed, this agreement, together with the conditions overleaf and the attachments, will replace all or any oral agreement previously reached between the Parties.*

**VARIATIONS TO SHORT FORM MODEL CONDITIONS OF CONSULTANT ENGAGEMENT (OVERLEAF):**

As required to achieve compliance with the specific conditions of this agreement and to ensure compliance with the Client’s quality assurance system.

**CLIENT AUTHORISED SIGNATORY (IES):**

PRINT NAME:

DATE:

**CONSULTANTS AUTHORISED SIGNATORY (IES):**

PRINT NAME:

DATE:

**SHORT FORM MODEL CONDITIONS OF BUILDING CONSULTANT ENGAGEMENT  
(BUILDING CONSENT AUTHORITY)**

1. The Consultant shall perform the services as described in the attached documents.
2. In providing the services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
3. The client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in their power to obtain that may pertain to the services. The Consultant shall not, without the Client's prior consent, use the information provided by the Client for purposes unrelated to the services. In providing the information to the Consultant, the Client shall ensure compliance with the Copyright Act 1994 and its amendments and shall identify any proprietary rights that any other person may have in any information provided.
4. The Client may order variations to the services in writing or may request the Consultant to submit proposals for variation to the services.
5. The Client shall pay the Consultant for the services the amount of fees and expenses at the times and in the manner set out in the attached documents.
6. The amounts payable by the Client shall be paid on or before the 20<sup>th</sup> day of the following month after the issue of the relevant invoice by mail. Late payment shall constitute a default, and the Client shall be liable for default interest on overdue amounts from the date payment falls due at the rate of Consultant's overdraft rate plus 2% and in addition the costs of any actions taken by the Consultant to recover the debt.
7. Where services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or services as reasonably required for the Consultant to perform the services. The actual costs of obtaining such incidental goods and/or services shall be payable by the Client. The Consultant shall maintain true and accurate records which clearly identify time and expenses incurred.
8. The Consultant shall be liable to the Client, in contract and in tort, for direct loss or damage suffered by the Client as a result of a breach of Consultant of his or her obligations under this agreement.
9. Subject to the provisions of the Limitations Act 1950 neither the Client or the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on them within 10 years from completion of services.
10. The Client may suspend all or part of the services or terminate the agreement by notice to the Consultant who shall immediately make arrangements to stop the services and minimise further expenditure. Suspension shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
11. The Consultant shall retain intellectual property/copyright in all drawings, specifications and other documents prepared by the Consultant. The Client shall be entitled to use them or copy them only for the works and the purpose for which they are intended. The ownership of data and factual information collected by the Consultant and paid for by the Client shall, after payment by the Client, lie with the Client. The Client may reproduce drawings, specifications and other documents in which the Consultant has copyright, as reasonably required in connection with the project but not otherwise. The Client shall have no right to use any of these documents where any or all of the fees and expenses remain payable to the Consultant.
12. The Consultant has not and will not during the term of this agreement or at any time after it, assume any obligation as the Client's agent or otherwise which may be imposed upon the Client from time to time pursuant to the Health and Safety in Employment Act 1992 ("the Act") arising out of engagement. The Consultant and the Client agree that, for the purposes of the Act, the Consultant will not be the person who controls the place of work in terms of the Act.
13. The parties shall attempt in good faith to settle any dispute by mediation.
14. This agreement is governed by the New Zealand law. The New Zealand Courts have jurisdiction in respect of this agreement, and all amounts are payable in New Zealand dollars.

**APPENDIX A****PROCEDURE FOR CONSULTANT SPECIALIST SERVICES  
(BUILDING CONSENT AUTHORITY FUNCTION)****PROCEDURE****1 Consent Application Documents Forwarded to Consultant**

- A full set of the building consent documents should be forwarded to the Consultant for assessment to ensure that there are no items missed that could have an effect on compliance.
- These documents will be accompanied by a document transfer to outline the documents supplied and the sections that the Consultant is required to assess and report on.

**2 More Information Requested by Consultant**

When the Consultant requires additional information to be able to complete the assessment, a process of notifying the Client needs to be initiated, to:

- Suspend the processing time until the information is received
- Notify the Client to forward to the applicant any requests for additional information.
- The Client advises customer that further information is required

**3 Information Received**

When the Client receives the information it:

- Updates the consent information recording that the information has been received.
- The suspension of the time for processing is removed.
- Forwards the information to the Consultant.

**4 Consultant Completes Assessment**

- The Consultant shall assess the information provided for compliance with the relevant clauses of the New Zealand Building Code as an acceptable solution, verification method or alternative solution.
- Areas of non compliance and the reasons for non compliance shall be identified.

**5 Consultant's Report**

- A report is to be completed by the consultant and returned to the Client. This report must be completed fully, signed and dated, detailing the assessment.
- The report must identify whether the application complies with the sections of the New Zealand Building Code the Consultant was engaged to check.
- The Consultant's report must also identify the drawings checked by drawing version, numbers, dates, etc.
- The report must identify whether any conditions should be imposed on the building consent and what these should be.

**6 Consultant Returns File to District Council**

- When the consultant completes the assessment of the specialist section and report, the application documents with the report are returned to the building consent authority with the updated document transfer.

**7 Application Refused**

- The consultant's assessment report must state if the application should be refused.
- The reason for the refusal must be recorded.
- The Client is to advise the applicant the reasons for the refusal.

**8 Application Approved**

- Client shall review the Consultant's assessment for reasonable grounds that the application complies with the relevant provisions of the Building Code.
- The Consultant's assessment report is reviewed for any relevant conditions of consent.
- Any applicable condition of consent shall be added to the building consent conditions. (Conditions should only relate to requirements for specialist inspections by consultants.)