

PC

Our Reference



# Development Application / Engagement Form Part A

Please use BLOCK LETTERS and Black or Blue ink so that photocopies can be made of your application.

Council \_\_\_\_\_ Development No , , ,

CLIENT'S / APPLICANT'S COMPANY NAME \_\_\_\_\_

CLIENT'S / APPLICANT'S FULL or LEGAL NAME \_\_\_\_\_

Telephone (Work) \_\_\_\_\_ (Ah) \_\_\_\_\_

Fax \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

Billing Address \_\_\_\_\_

State \_\_\_\_\_ Postcode \_\_\_\_\_

## OWNER

Postal Address: \_\_\_\_\_

## BUILDER

Postal Address \_\_\_\_\_

Licence No \_\_\_\_\_

## CONTACT PERSON FOR FURTHER INFORMATION IF DIFFERENT TO CLIENT / APPLICANT

Company Name \_\_\_\_\_

Contact's Name \_\_\_\_\_

Telephone (Work) \_\_\_\_\_ (Ah) \_\_\_\_\_

Fax \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_

### For office use

Complying

Other

### Decision Required

Planning

Building

Land Division

Development Approval

## EXISTING USE

## DESCRIPTION OF PROPOSED DEVELOPMENT

## LOCATION OF PROPOSED DEVELOPMENT

Street No \_\_\_\_\_ Lot No \_\_\_\_\_ Street \_\_\_\_\_ Town/ Suburb \_\_\_\_\_

Section No (full/part) \_\_\_\_\_ Hundred \_\_\_\_\_ Volume \_\_\_\_\_ Folio \_\_\_\_\_

## BUILDING RULES CLASSIFICATION SOUGHT

Present classification \_\_\_\_\_

If Class 5, 6, 7 or 8 classification is sought, state the proposed number of employees: \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_

If Class 9a classification is sought, state the number of persons for whom accommodation is provided: \_\_\_\_\_

If Class 9b classification is sought, state the proposed number of occupants of the various spaces at the premises: \_\_\_\_\_

DO EITHER SCHEDULE 21 OR 22 OF THE REGULATIONS APPLY? YES \_\_\_\_\_ NO \_\_\_\_\_

HAS THE CONSTRUCTION INDUSTRY TRAINING LEVY BEEN PAID? YES \_\_\_\_\_ NO \_\_\_\_\_

DEVELOPMENT COST (do not include any fit-out costs) \$ \_\_\_\_\_

I acknowledge that copies of this application and supporting documentation may be provided to interested persons in accordance with the Development Regulations 1993.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ \*Part B overleaf must also be completed



# Development Application / Engagement Form

## Part B

ENGAGEMENT OF PRIVATE CERTIFIER PURSUANT TO REGULATION 90  
This document will be a tax invoice for GST when you make payment.

### DETAILS OF WORK TO BE UNDERTAKEN BY KATNICH DODD

Katnich Dodd (ABN 44 303 725 328) are hereby engaged as private certifiers pursuant to the Development Act 1993 to exercise the powers of the *relevant authority* and perform the following services in relation to the proposed work described hereunder.

- liaise with the architectural and services consultants during the design/ documentation stages as appropriate,
- provide preliminary advice of a routine or general nature in accordance with Section 92 as appropriate
- assess the proposed development work in terms of the building rules as defined in the Act.
- liaise as necessary with other authorities such as the SAFS,
- assess any alternative solutions or variances to the building rules under Section 36(2),
- grant a provisional building rules consent if appropriate,
- issue a Certificate of Occupancy, if appropriate, and
- undertake any of the other functions prescribed in Regulation 89 if appropriate.

### FEES AND DISBURSEMENTS

The certification fees and disbursements will be:

1. the "Prescribed fee" (A) at the date of engagement as calculated hereunder or calculated at building rules assessment stage based on the prescribed floor areas pursuant to Schedule 6 of the Development Act, 1993 together with the additional fees and disbursements listed at (2), (3), (4), (6) and (7) of the Table hereunder unless
2. calculated separately hereunder at (B), or
3. quoted and agreed otherwise in writing by Katnich Dodd.

CLASSIFICATION	PRESCRIBED FLOOR AREA	RATE*	FEE
Class 1, 2, 4		\$ 2.52/sq m	\$
Class 3, 5, 6		\$ 3.36/sq m	\$
Class 7a, 7b, 8		\$ 2.23/sq m	\$
Class 9a, 9c		\$ 3.81/sq m	\$
Class 9b		\$ 3.35/sq m	\$
Class 10a		\$ 0.75/sq m	\$

\*Refer Development Act Schedule 6. (Valid until July 2012) "Prescribed fee" (A) \$

FEES PAYABLE AS FOLLOWS			
(1) Katnich Dodd certification fee	**Note		\$
(2) Alternative solutions \$134.00	Complexity factor 1.0 Or > 6 storeys/ atrium/ arcade 1.3; Demo 0.2		\$
(3) Certificate of occupancy fee	If applicable \$150.00		\$
(4) Staged consent fee / consultancy / liaison fee	If applicable		\$
(5) Goods & Services Tax ("GST")	10% Of fees (1 + 2 + 3 + 4)		\$
(6) Development assessment commission levy (GST exclusive)	5% Of "prescribed fee" x10/11		\$
(7) Council lodgement fee	\$53.50 + \$61.00 (If no planning consent granted & work cost > \$5000) + \$44.75 If schedule 1a		\$
<b>Cheque payable to KATNICH DODD</b>	<b>TOTAL (FEES + GST + DAC LEVY) (B)</b>		<b>\$</b>

\*\*A minimum KD Certification Fee of \$300.00 exclusive of GST, DAC levy & council lodgement fee applies to all applications.

I certify that the information included in both Part A and Part B of this form is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE of IM Dodd Nominees Pty Ltd ATF Ian Dodd Family Trust (ACN 067 914 694) & Remrah Pty Ltd ATF PHarmer Family Trust (ACN 074 758 357) & Vibar Pty Ltd ATF The V & A Barone Family Trust (ACN 125 223 743) T/A Katnich Dodd (attached - and also available for viewing or downloading at [www.katnichdodd.com.au](http://www.katnichdodd.com.au)) which form part of, and are intended to be read in conjunction with this Development Application/ Engagement Form and agree to be bound by those conditions. I authorize the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under contract.

#### CLIENT OR CLIENT'S SERVANT OR AGENT TO SIGN

Signed \_\_\_\_\_ Name \_\_\_\_\_

Postition \_\_\_\_\_ Date \_\_\_\_\_

#### WITNESS

Signed \_\_\_\_\_ Name \_\_\_\_\_

Aspects of this project have been discussed previously with:

Kanchanie  Darryl  Ian  Peter  Simon  Steve  Tony  Vic  Brenton

# Katnich Dodd

## Terms & Conditions of Trade



### 1. Definitions

- 1.1 "Katnich Dodd" shall mean IM Dodd Nominees Pty Ltd ATF Ian Dodd Family Trust (ACN-067914694) & Remrah Pty Ltd ATF P Harmer Family Trust (ACN-074758357) & Vibar Pty Ltd ATF The V & A Barone Family Trust (ACN-125223743) T/A Katnich Dodd its successors and assigns or any person acting on behalf of and with the authority of IM Dodd Nominees Pty Ltd ATF Ian Dodd Family Trust (ACN-067914694) & Remrah Pty Ltd ATF P Harmer Family Trust (ACN-074758357) & Vibar Pty Ltd ATF The V & A Barone Family Trust (ACN-125223743) T/A Katnich Dodd
- 1.2 "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by Katnich Dodd to the Client.
- 1.3 "Guarantor" means that person (or persons) who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.4 "Services" shall mean all Services supplied by Katnich Dodd to the Client and includes any advice or recommendations, and any incidental Goods including reports, consents, certificates, or documents.
- 1.5 "Price" shall mean the price payable for the Services as agreed between Katnich Dodd and the Client in accordance with clause 4 of this contract.

### 2. The Competition and Consumer Act 2010 ("CCA") and Fair Trading Acts ("FTA")

- 2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.
- 2.2 Where the Client buys Services as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.

### 3. Acceptance

- 3.1 Any instructions received by Katnich Dodd from the Client for the supply of Services and/or the Client's acceptance of Services supplied by Katnich Dodd shall constitute acceptance of the terms and conditions contained herein.
- 3.2 The Client confirms that the documents supplied for provisional building rules consents are complete, describe all building and site features relevant to the assessment, are identical sets, and are consistent with the documents granted for the provisional development plan consent, and with the consent, and any condition or notes that apply in relation to the provisional development plan consent.
- 3.3 If a person who is not the owner of land where a development is proposed, proposes to engage a private certifier for the Building Rules assessment, the person must, before engaging the private certifier, notify the owner of the land or his or her intention to engage a private certifier, and for Class 1a buildings obtain the written consent of the owner.
- 3.4 The Client confirms that no other private certifier has been engaged to exercise the powers of the relevant authority in relation to the proposed development.
- 3.5 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 3.6 Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of Katnich Dodd.
- 3.7 The Client shall give Katnich Dodd not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by Katnich Dodd as a result of the Client's failure to comply with this clause.
- 3.8 Services are supplied by Katnich Dodd only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.

### 4. Price and Payment

- 4.1 At Katnich Dodd's sole discretion the Price shall be either:
- (a) as indicated on invoices provided by Katnich Dodd to the Client in respect of Services supplied; or
- (b) Katnich Dodd's quoted Price (subject to clause 4.2) which shall be binding upon Katnich Dodd provided that the Client shall accept Katnich Dodd's quotation in writing within one hundred and eighty (180) days.
- 4.2 Katnich Dodd reserves the right to change the Price in the event of a variation to Katnich Dodd's quotation. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation due to unforeseen circumstances, or as a result of increases to Katnich Dodd in the cost of materials and labour) will be charged for on the basis of Katnich Dodd's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 4.3 At Katnich Dodd's sole discretion payment shall be due on completion of the building rules assessment.
- 4.4 Time for payment for the Services shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due fourteen (14) days following the date of the invoice.
- 4.5 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Client and Katnich Dodd.
- 4.6 Receipt by Katnich Dodd of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Katnich Dodd's ownership or rights in respect of the Services shall continue.
- 4.7 GST, other taxes, duties, disbursements, DAC levies, and council lodgement fees that may be applicable shall be added to the Price except when they are expressly included in the Price.

### 5. Delivery of Services

- 5.1 At Katnich Dodd's sole discretion delivery of the Services shall take place when the Client takes possession of the Services at the Client's nominated address (in the event that the Services are delivered by Katnich Dodd or Katnich Dodd's nominated carrier).
- 5.2 The failure of Katnich Dodd to deliver shall not entitle either party to treat this contract as repudiated.
- 5.3 Katnich Dodd shall not be liable for any loss or damage whatsoever due to failure by Katnich Dodd to deliver the Services (or any of them) promptly or at all where due to circumstances beyond the control of Katnich Dodd.

### 6. Errors and Omissions

- 6.1 The Client shall inspect the Services on delivery and shall within fourteen (14) days of delivery (time being of the essence) notify Katnich Dodd of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Client shall afford Katnich Dodd an opportunity to inspect the Services within a reasonable time following delivery if the Client believes the Services are defective in any way. If the Client shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage. For defective Services, which Katnich Dodd has agreed in writing that the Client is entitled to reject, Katnich Dodd's liability is limited to either (at Katnich Dodd's discretion) replacing the Services or rectifying the Services, except where the Client has acquired Services as a consumer within the meaning of the Competition and Consumer Act 2010 (CWA) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Services, or rectification of the Services, or replacement of the Services.

### 7. Intellectual Property

- 7.1 Where Katnich Dodd has designed, drawn or written documents for the Client, then the copyright in those designs and drawings and documents shall remain vested in Katnich Dodd, and shall only be used by the Client at Katnich Dodd's discretion.
- 7.2 The Client warrants that all designs or instructions to Katnich Dodd will not cause Katnich Dodd to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Katnich Dodd against any action taken by a third party against Katnich Dodd in respect of any such infringement.
- 7.3 The Client agrees that Katnich Dodd may use any documents, designs, drawings or goods created by Katnich Dodd for the purposes of advertising, marketing, or entry into any competition.

### 8. Default and Consequences of Default

- 8.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Katnich Dodd's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 8.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by Katnich Dodd.
- 8.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify Katnich Dodd from and against all costs and disbursements incurred by Katnich Dodd in pursuing the debt including legal costs on a solicitor and own client basis and Katnich Dodd's collection agency costs.

- 8.4 Without prejudice to any other remedies Katnich Dodd may have, if at any time the Client is in breach of any obligation (including those relating to payment) Katnich Dodd may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. Katnich Dodd will not be liable to the Client for any loss or damage the Client suffers because Katnich Dodd has exercised its rights under this clause.
- 8.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 8.6 Without prejudice to Katnich Dodd's other remedies at law Katnich Dodd shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Katnich Dodd shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to Katnich Dodd becomes overdue, or in Katnich Dodd's opinion the Client will be unable to meet its payments as they fall due; or
- (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

### 9. Security and Charge

- 9.1 Despite anything to the contrary contained herein or any other rights which Katnich Dodd may have howsoever:
- (a) where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to Katnich Dodd or Katnich Dodd's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that Katnich Dodd (or Katnich Dodd's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met. should Katnich Dodd elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify Katnich Dodd from and against all Katnich Dodd's costs and disbursements including legal costs on a solicitor and own client basis.
- (b) the Client and/or Guarantor (if any) agree to irrevocably nominate constitute and appoint Katnich Dodd or Katnich Dodd's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 10.1.

### 10. Cancellation

- 10.1 Katnich Dodd may cancel any contract to which these terms and conditions apply or cancel delivery of Services at any time before the Services are delivered by giving written notice to the Client. On giving such notice Katnich Dodd shall repay to the Client any sums paid in respect of the Price. Katnich Dodd shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 10.2 Subject to section 96 of the Development Act 1993, in the event that the Client cancels delivery of Services the Client shall be liable for any loss incurred by Katnich Dodd (including, but not limited to, any loss of profits) up to the time of cancellation.

### 11. Privacy Act 1988

- 11.1 The Client and/or the Guarantor/s (herein referred to as the Client) agree for Katnich Dodd to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by Katnich Dodd.
- 11.2 The Client agrees that Katnich Dodd may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the Client; and/or
- (b) to notify other credit providers of a default by the Client; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Client.
- The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 11.3 The Client consents to Katnich Dodd being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 11.4 The Client agrees that personal credit information provided may be used and retained by Katnich Dodd for the following purposes (and for other purposes as shall be agreed between the Client and Katnich Dodd or required by law from time to time):
- (a) the provision of Services; and/or
- (b) the marketing of Services by Katnich Dodd, its agents or distributors; and/or
- (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
- (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.
- 11.5 Katnich Dodd may give information about the Client to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Client;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 11.6 The information given to the credit reporting agency may include:
- (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
- (b) details concerning the Client's application for credit or commercial credit and the amount requested;
- (c) advice that Katnich Dodd is a current credit provider to the Client;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of Katnich Dodd, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
- (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
- (h) that credit provided to the Client by Katnich Dodd has been paid or otherwise discharged.

### 12. General

- 12.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 12.2 These terms and conditions and any contract to which they apply shall be governed by the laws of South Australia and are subject to the jurisdiction of the courts of South Australia.
- 12.3 Katnich Dodd shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Katnich Dodd of these terms and conditions.
- 12.4 In the event of any breach of this contract by Katnich Dodd the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Services.
- 12.5 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Katnich Dodd nor to withhold payment of any invoice because part of that invoice is in dispute.
- 12.6 Katnich Dodd may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 12.7 Katnich Dodd reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Katnich Dodd notifies the Client of such change. The Client shall be under no obligation to accept such changes except where Katnich Dodd supplies further Services to the Client and the Client accepts such Services.
- 12.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 12.9 The failure by Katnich Dodd to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Katnich Dodd's right to subsequently enforce that provision.