

CLIENT AND HERITAGE CONSULTANT PREPURCHASE AGREEMENT

Agreement made between:

1 The Client

Name:

.....

By signing this Agreement, the client authorises the Heritage Consultant to commence the services as soon as practicable.

ABN (if any):

.....

Client's representative:

.....

Address:

.....

Postcode:

Telephone:

.....

Email:

.....

If the client is an individual, individual trustee, partnership, or unincorporated association

Signed:

.....

AND

2 The Heritage Consultant

Name: Andrew Conacher

ABN: 84575220266

Mobile: 0414 293 527

Bachelor of Architecture
(USydney) 1979

Email:

andrew.conacher@hotmail.com

Signed:



FOR

3 The Project

The project scope, its location and the extent of work which requires the Heritage Consultant's services are as follows:

1) Inspect subject property at

.....

2) Provide verbal advice as required

3) Provide written report

SERVICES

The Heritage Consultant will provide the following services in relation to the project (strike out those services not required)

4.1 Pre Report

- a) Obtain the client's brief and any other documents
- b) Attend the site and assess the site with the client
- c) Provide recommendations
- d) Make initial inquiries regarding authority regulations and requirements

4.2 Recording

- a) Undertake a photographic survey of existing site, buildings and adjacent area

4.3 Report Preparation

- a) Carry out historical research
- b) Provide written assessment/advice

This report has been carried out in accordance with the guidelines set out by the NSW Heritage Office and in accordance with Standards Australia AS 4349.0- 2007 Inspection of Buildings Part 0: General requirements.

4.4 Purpose of Report

Provide pre purchase heritage advice regarding an item listed in Schedule 5 Environmental Heritage Part 1 Heritage Items as set out in Council's L.E.P. and in accordance with Part 5 Miscellaneous Provisions and with specific reference to Clause 5.10 Heritage Conservation therein.

4.5 Limitations

This report is limited to:

- a) Areas of the listed property and surroundings, where accessible and appropriate.
- b) Historical and planning information where reasonably available.
- c) The description and interpretation of the site for European use.

4.6 Inspection Conditions

Where possible, inspections will be carried out subject to suitable weather conditions. Date and time of inspection, along with the names of Heritage Solutions personnel undertaking the inspection and the prevailing weather conditions will be noted in the Report.

4.7 Changes to Services

The agreed services may be changed by mutual agreement in writing in accordance with Clause 5.1 and Clause 5.2.

4.8 Scope

The report has been prepared for you by Heritage Solutions.

Your report is a subjective assessment prepared on a visual assessment of the property, and a review of applicable planning controls.

It is not a certificate of compliance for the property within the requirement of any Act, regulation, ordinance or local by-law.

This report is not a Prepurchase Building Inspection Report. This Report will not disclose defects in inaccessible areas, defects that are concealed and/or not reasonably visible, defects that may be apparent in other weather conditions or defects that have not as yet arisen.

The Report is not a pest assessment. We recommend that you arrange a separate pest assessment. Timber Pest Inspections are undertaken by highly qualified, independent and authorised inspectors.

This Report assumes that the existing use of the property will continue (although you may wish to alter the property) and the Report is prepared on that basis. As such, the Report will not assess the fitness of the property for any other intended uses. We advise you to discuss any proposed change in use with the relevant authorities, e.g. Council's Heritage Officer.

4.9 What is Not Recorded in Your Report

- a) Identification of asbestos related products.
- b) Condition, adequacy or compliance of electrical, gas and plumbing systems including roof plumbing, underground pipes or drainage systems.
- c) Footings below ground, soil conditions, site factors and hazards.
- d) Compliance with legal, planning, regulatory including Building Code of Australia, sustainability or environmental matters including but not limited to the adequacy or safety of insulation, waterproof membranes and/or other installations, Bushfire Attack Level assessments.
- e) Timber, metal or other framing sizes and adequacy.

4.10 Terms and Conditions

This Report has been prepared by Heritage Solutions on the basis of and subject to the Scope of Service and the Terms and Conditions of the Contract and Heritage Solutions accepts no responsibility to other persons relying on the report.

- a) The Scope of Service and the Terms and Conditions take precedence over any

oral or written representations by Heritage Solutions, to the extent of any inconsistency. After making the booking, the client is deemed to have accepted these Terms and Conditions and Scope of Service upon the heritage consultant arriving on site.

- b) The Report is not a guarantee but is an opinion of the heritage issues associated with the assessed property.
- c) The Report is not a certificate of compliance for the property within the requirements of any Act, regulation, ordinance or local by-law.
- d) Heritage Solutions does not accept responsibility for services other than those provided in this Report.
- e) These Terms and Conditions are in addition to, and do not replace or remove, any rights or implied guarantees conferred by the Competition and Consumer Act 2010 or any other consumer protection legislation.

5 TIME

The client must inform the Heritage Consultant of their initial program for the project and from this, the client and the Heritage Consultant must agree an initial program for the Heritage Consultant's services.

The initial program may be revised during the project by mutual agreement in writing.

5.1 Protracted Services

If the Heritage Consultant's services are protracted by any cause beyond the Heritage Consultant's control:

- a) The Heritage Consultant must notify the client in writing of the cause and anticipated extent of the protraction, and
- b) The Heritage Consultant is entitled to additional fees and to reasonable extension of the agreed program.

5.2 Suspended Services

Where the Heritage Consultant's services are suspended for any reason by the client or the Heritage Consultant, the Heritage Consultant is entitled to payment of all fees and Disbursements due.

Where the Heritage Consultant's services are suspended by the client, the Heritage Consultant is also entitled to reimbursement of any associated costs.

In either case, all other rights and entitlements of the Heritage Consultant continue as though the suspension had not taken place.

6 FEES

Fees for the Pre-purchase Report: \$500.00.

All fees are GST exclusive, with accounts submitted under this agreement to be tax invoices as applicable.

Additional services required by the client after this agreement is signed will be assessed at an agreed hourly rate, or as otherwise agreed in writing.

Final payment shall be invoiced and paid prior to report delivery.

7 INTELLECTUAL PROPERTY

7.1 Copyright

The Heritage Consultant retains copyright in the report provided under this agreement.

The Heritage Consultant grants the client an express but revocable licence to use the report for the project on the site for which it was intended.

7.2 Electronic Data Transfer

The client agrees that:

- a) The Heritage Consultant may issue data electronically to it and to others involved in the project;
- b) The Heritage Consultant is not responsible for the accuracy, completeness or any other contamination of electronically transmitted data.

8 INSURANCES & LIABILITIES

8.1 Insurances

The Heritage Consultant must maintain professional indemnity insurance, not less than the value shown in Schedule 3.

8.2 Limited Liability

To the maximum extent permitted by law:

- a) Subject to b, c and d below, the Heritage Consultant's total liability to the client under this agreement (including the performance or non-performance of the Heritage Consultant's services), whether under the law of contract, in tort, in equity, under statute or otherwise, is limited to the amount specified in Schedule 3;
- b) the Heritage Consultant has no liability to the client in respect of any indirect, consequential or special losses, (including loss of profit, loss of business opportunity and payment of liquidated sums or damages under any other agreement);
- c) the Heritage Consultant has no liability in respect of the Heritage Consultant's services after the expiration of 3 years from the completion of the Heritage Consultant's services, and

d) if any of this clause is void as a result of Section 68 of the Trade Practices Act 1974 (Cth), or parallel state or territory legislation, then the Heritage Consultant's liability for a breach of a condition or warranty is limited to the:

- supplying of the relevant Heritage Consultant's services again; or
- payment of the cost of having the Heritage Consultant's services supplied again.

9 CLIENT OBLIGATIONS

The client must:

- a) appoint the Heritage Consultant in writing to act as its agent for the project as necessary for the Heritage Consultant to carry out the services;
- b) provide all information required by the Heritage Consultant to complete the services described in this Agreement;
- c) cooperate fully with the Heritage Consultant to ensure efficient and satisfactory progress through all stages of the project.

10 HERITAGE CONSULTANT OBLIGATIONS

The Heritage Consultant must:

- a) provide the services described in this agreement with the skill and professionalism of a reasonably competent Heritage Consultant;
- b) maintain accurate records and keep the client informed of progress by way of meetings, reports and other means at all stages;
- c) notify the client promptly in writing when an instruction from the client or any other requirement changes the scope of the services or requires services not provided for by this agreement;
- d) for any required services not provided for by this agreement, provide the client with:
 - an estimate of fees, and
 - the likely impact on the estimated Cost of Works or on the program.

11 ADVICE

The Heritage Consultant may, if required, provide general advice on planning, architecture etc. This is general advice and should be referred to the relevant specialist consultant.

12 TERMINATION

Either party may terminate this agreement in writing after giving the other party 30 days notice in writing without being required to give any reason.

On termination of this agreement, unless otherwise agreed in writing:

- a) the client must:
 - pay the outstanding balance of all properly submitted invoices delivered prior to the notice, and
 - pay the Heritage Consultant for all services reasonably undertaken and any reimbursable expenses, including those in Schedule 3, reasonably incurred by the Heritage Consultant since the delivery of the notice, and
- the Heritage Consultant must, on receipt of payment, issue to the client a copy of the report as it exists up to the date of termination.

