



## DEVELOPMENT APPLICATION / ENGAGEMENT FORM

TICK ONE:	<b>RES. CODE &amp; BUILDING RULES CONSENT</b>	**	<b>BUILDING RULES CONSENT ONLY</b>
-----------	-----------------------------------------------	----	------------------------------------

<b>COUNCIL:</b>	
<b>DEVELOPMENT APPLICATION NO:</b>	
<b>PROPOSED DEVELOPMENT:</b> (Wording as per Planning Approval)	

LOCATION OF PROPOSED DEVELOPMENT:			
SECTION:		STREET NO:	
HUNDRED:		LOT NO:	
VOLUME:		STREET:	
FOLIO:		SUBURB:	

CONTACT PERSON FOR FURTHER INFORMATION:	
NAME:	
COMPANY:	
ADDRESS:	
PHONE / MOBILE:	FAX:
EMAIL:	

<b>APPLICANT:</b>	Please tick if Applicant is the same as above
NAME:	
ADDRESS:	
PHONE / MOBILE:	FAX:
EMAIL:	

<b>OWNER:</b>	Please tick if Owner is the same as above
NAME:	
ADDRESS:	
PHONE / MOBILE:	FAX:

<b>BUILDER:</b>	Please tick if Owner/Builder
NAME:	TBA if no builder engaged
ADDRESS:	
PHONE / MOBILE:	FAX:
LICENCE NO:	

BUILDING RULES CLASSIFICATION:			
Building Classification (s) sought:			
If Class 5,6,7 or 8 Classification is sought, state the proposed number of employees		Male:	Female:
If Class 9a, 9b or 9c Classification is sought, state the number of persons for whom accommodation is provided:			
Has the C.I.T.B Levy been Paid?		Receipt Attached	
Has the Development Authorisation Fee been paid to Council?		Receipt Attached	
		Cheque Attached	

<b>DEVELOPMENT COST:</b>	\$	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 2008.

**SIGNATURE OF AUTHORISED REPRESENTATIVE:** \_\_\_\_\_ **DATED:** \_\_\_/\_\_\_/\_\_\_

\*\*Refer to Additional Residential Code Application Kit



**DEVELOPMENT APPLICATION / ENGAGEMENT FORM**

<b>COUNCIL:</b>	
<b>DEVELOPMENT APPLICATION NO:</b>	
<b>PROPOSED DEVELOPMENT:</b> (Wording as per Planning Approval)	
<b>ADDRESS:</b>	

I / we hereby engage Rep Giordano and / or Paul Giordano (as natural persons) from Giordano Certification, in relation to the proposed development described in the Development Application / Engagement Form, to give any consent or approval or make any assessment or decision that they, as Private Certifiers, are authorised to give or make pursuant to part 12 of the Development Act 1993.

I / we confirm that:

- The documents submitted to Giordano Certification are complete, identical and consistent (if applicable) with the Provisional Development Plan Consent (any changes must be liaised with the Council and written consent obtained for the changes, or the issue of Development Approval may be delayed) excluded variations of a minor nature
- An application for building rules consent for this development has not been lodged with Council or another Private Certifier
- No notices under the Development Act have been issued to the owner of land or a building which forms part of the proposed development
- Where I/we are not the owner/s of the land where the development is proposed, we have notified the owner of the land of the intention to engage a Private Certifier and for a Class 1a building (dwelling) under the Building Code, obtained the written consent of the owner of the land to the use of a Private Certifier
- Giordano Certification has my/our authorisation to inspect and copy any document retained by council under Regulation 101(1)
- I / we understand that if a request for further information has not been satisfied within three months of issue, Giordano Certification may refuse the application in accordance with Section 39 (3) (b) of the Development Act
- I / we understand that in accepting this proposal we are liable for full payment of all fees in accordance with the terms & conditions prior to any assessment being undertaken by Giordano Certification.
- I / we agree to be bound by the terms of the attached Giordano Certification standard Terms & Conditions

**SIGNATURE OF AUTHORISED REPRESENTATIVE:** \_\_\_\_\_ **DATED:** \_\_\_ / \_\_\_ / \_\_\_

<b>NAME:</b>			
<b>ADDRESS:</b>			
<b>PHONE / MOBILE:</b>		<b>FAX:</b>	

**FOR AND ON BEHALF OF THE OWNER:**

<b>NAME:</b>			
<b>ADDRESS:</b>			
<b>PHONE / MOBILE:</b>		<b>FAX:</b>	

**SIGNATURE OF GIORDANO CERTIFICATION :** \_\_\_\_\_ **DATED:** \_\_\_ / \_\_\_ / \_\_\_

Aspects of this project have been discussed previously with:

<b>REP:</b>		<b>PAUL:</b>		<b>ANTHONY:</b>		<b>ADRIAN:</b>		<b>JOSIE:</b>	
-------------	--	--------------	--	-----------------	--	----------------	--	---------------	--



**DEVELOPMENT APPLICATION / ENGAGEMENT FORM**

<b>APPLICANT:</b>	
<b>OWNER:</b>	
<b>ADDRESS:</b>	

RESIDENTIAL CODE PLANNING ASSESSMENT FEES (If applicable)					
<b>A</b>	= 0.1% x Development Cost	<b>Or</b>	Minimum Res. Code Certification Fee ~ \$200.00	\$	Note 1

PRESCRIBED FEES					
	NCC CLASSIFICATION	AREA (m <sup>2</sup> )	RATE	FEE	
	Class 1- 2- 4		\$3.23 / m <sup>2</sup>	\$	
	Class 3 - 5 - 6		\$4.30 / m <sup>2</sup>	\$	
	Class 7 - 8		\$2.85 / m <sup>2</sup>	\$	
	Class 9a & 9c		\$4.88 / m <sup>2</sup>	\$	
	Class 9b		\$4.28 / m <sup>2</sup>	\$	
	Class 10		\$0.96 / m <sup>2</sup>	\$	
<b>B</b>	<b>Area x Rate</b>	<b>Total Prescribed Fee or Minimum of \$73.00</b>		\$	Note 2

BUILDING RULES FEES					
<b>C</b>	= B	<b>Or</b> (If applicable)	Minimum Fee Residential ~ \$300.00 Minimum Fee Commercial ~ \$400.00	\$	Note 3
<b>D</b>		<b>Plus</b> (If applicable)	Staged Fee Residential ~ \$175.00 Staged Fee Commercial ~ \$275.00	\$	
<b>E</b>		<b>Plus</b> (If applicable)	Performance Solution Fee Residential ~ \$175.00 Performance Solution Fee Commercial ~ \$275.00	\$	

ADDITIONAL ADMINISTRATION FEES					
<b>F</b>	<b>Plus</b> (If applicable)	Cheque written on behalf of Client by Giordano Certification \$10.00 each cheque		\$	
<b>G</b>	<b>Plus</b> (If applicable)	Photocopies made on behalf of Client by Giordano Certification \$0.35 per A4 page \$0.45 per A3 page		\$	
<b>H</b>	<b>A (if applicable) + B + C + D + E + F + G</b>	<b>Sub Total 1</b>		\$	
<b>I</b>	<b>Plus GST</b>	Sub Total 1 (H) x 10%		\$	
<b>J</b>	<b>H + I</b>	<b>Sub Total 2</b>		\$	
<b>K</b>	<b>Plus D.A.C. Levy</b>	Prescribed Fee (A) x 0.0636 or Minimum of \$4.64		\$	Note 4
<b>L</b>	<b>J + K</b>	<b>Total Giordano Certification Fee</b> *Payable to Giordano Certification (see options below)		\$	* Note 5

DEVELOPMENT AUTHORISATION FEES					
<b>A1</b>	If applicable	Development Authorisation Fee	\$67.00	\$	
		Development Fee (Schedule 1A)	\$55.50	\$	
<b>B1</b>	<b>Plus</b> (If applicable)	Lodgement Fee (Schedule 1A or Schedule 4)	\$67.00	\$	
<b>C1</b>	<b>Plus</b> (If applicable)	Additional Lodgement Fee for Development >\$5,000	\$75.50	\$	
<b>D1</b>	<b>Plus</b> (If applicable)	Additional Lodgement Fee for Dev. with Swim. Pool	\$200.00	\$	
<b>E1</b>	<b>A1 + B1 + C1 + D1</b>	<b>Total Development Authorisation Fee</b>		\$	** Note 6
		**Cheque payable to subject Council or fee paid direct to Giordano Certification which will incur additional administration fee (see F)			

PAYMENT OPTIONS	
Can be paid by Cash, Cheque or Direct Deposit (Please Note: We do not accept Credit Card payments)	Giordano & Associates P/L BSB: 015 237 Account No.: 195151692



## DEVELOPMENT APPLICATION / ENGAGEMENT FORM

### NOTES:

1. Residential Code Planning Consent fee is GST inclusive and is based on the Development Cost (as noted on the DA form, or the minimum fee – whichever is the greater).
2. Prescribed Fee is GST inclusive and is based on the square metre area of the proposed works multiplied by a rate (dependent on the building classification as determined in the Building Code of Australia) or minimum prescribed fee, determined in accordance with Development Regulations, Schedule 6.
3. Complexity Factor 1.0 used as multiplying factor to Giordano Certification Fee 'B' based on Development Regulations, Schedule 6 unless otherwise noted.
4. DAC Levy is GST free and based on 7% of the Prescribed Fee or the minimum fee (whichever is the greater).
5. Giordano Certification Fee based on Prescribed Fee (or percentage thereof) or Minimum Fee (whichever is greater) plus Staged Consent Fee (applied once for each additional stage - if applicable) plus Alternative Solution Fee (applied once for each alternate solution - if applicable) plus Residential Code Fee (if applicable) plus Cheque Writing Fee (if applicable) plus Photocopying Fee (if applicable) plus GST plus DAC Levy. Made payable by Cash, Cheque or Direct Debit
6. Development Authorisation Fee is a flat rate for all applications with the exception of those listed in Schedule 1A of the Development Regulations. Applications which do not require Development Plan Consent from Council in the first instance (Schedule 1A & 4) will incur an additional Lodgement Fee (if applicable) to the relevant Council.

### TERMS & CONDITIONS

1. On submission by the Client of the signed Development Application / Engagement Form, the Client shall accept that in the absence of any other form of agreed conditions that these conditions will apply to the delivery of the private certification services described
2. Giordano Certification reserves the right as required under the Development Regulations Schedule 6, 5(2) for fee payment by the applicant at the time of application. **Giordano Certification must be paid prior to any assessment being undertaken.**
3. In the event of Client default of an invoice payment, the Client shall be liable for any costs and disbursements incurred by Giordano Certification in pursuing the debt including, but not limited to, any dishonour fees, legal costs and collection agency costs.
4. The liability of Giordano Certification to the Client in respect of the project, this agreement and/or the services shall be limited to the cost of rectifying the works pursuant to the requirements of Schedule 23 of the Development Regulations 2008.
5. Giordano Certification shall be under no liability whatsoever to the Client for any consequential and/or indirect loss and/or expense, including loss of profit, suffered by the Client due to a breach by Giordano Certification of these terms and conditions.
6. With the Client's prior approval, which shall not be unreasonably withheld, Giordano Certification may engage another consultant to assist in specialist areas if considered appropriate to do so. The Client accepts responsibility for all moneys payable to other such consultants
7. Neither party may assign, transfer or sublet any obligations under this Agreement without the written consent of the other. Unless stated in writing to the contrary, no assignment, transfer or subletting shall release the assignor from any obligation under this agreement.
8. Any dispute between the Client and Giordano Certification shall first be the subject of mediation provided that this provision shall not prevent Giordano Certification from instituting legal action at any time to recover moneys owing by the Client to Giordano Certification.
9. The Client may terminate their obligations under this agreement pursuant to Section 96(1) of the Development Act 1993 however the Client shall be liable for the total agreed fee in accordance with the fee proposal.
10. The terms of this Agreement prevail over any other terms and conditions including, without limitation, any terms and conditions subsequently provided by the Client
11. The terms of this agreement apply to the maximum extent permitted by law. Where the terms of this agreement conflict or are inconsistent with a relevant statute or regulation governing the services, the relevant statute or regulation will prevail to the extent of such inconsistency.
12. This agreement is governed by the laws of South Australia.