



DESIGN DEVELOP CERTIFY GROUP

Terms of appointment and engagement – POOL SAFETY REPORT AND/OR FORM 23

By paying the fee referenced in within the invoice, the client/owner agrees to the following terms:

1. Scope of appointment.

- 1.1. To review and interpret your swimming pool registration that you have obtained from the relevant council.
- 1.2. To complete 1 x onsite inspection, to review the swimming pool or spa barrier and to establish if compliance with relevant swimming pool legislation is achieved. I.e. Building Regulation 147 of the Building Regulations 2018.
- 1.3. Issue appropriate certificates (Form 23) pursuant to Building Regulation 147Y and if compliance has been demonstrated with the applicable barrier standard.
- 1.4. Included is 1 x 30 minute onsite, including onsite conversations. This time is relevant to discuss technical matters and non-compliance if applicable.
- 1.5. Ongoing phone support and advice. Advice is always free.
- 1.6. Time in addition to the 30 minute discussion shall be invoiced at \$220 inc GST per hour.

2. Inspectors obligations

- 2.1. DDC Group Pty Ltd must refer the matter in the format of a Form 24 (Certificate of pool and spa barrier non-compliance) to relevant council without delay should inspection identify dangerous conditions pursuant to Building Regulation 147ZF. This incurs a minimum \$385 fee that is paid to the relevant council.
- 2.2. In the event that non-compliance with applicable barrier standard is determined and the directions of DDC Group have not been completed, DDC Group must refer the matter to the relevant council in the format of a Form 24. This incur a minimum \$385 fee that is payable to the relevant council.
- 2.3. Matters referenced in items 2.1 and 2.2 require the owners to pay the minimum of fee of \$385 to the relevant council.

3. Payment of fees

- 3.1. In the event that additional fees are invoiced for scope outside of the terms of appointment and engagement, the owner agrees to pay fees within 14 days of invoicing.
- 3.2. Non-payment of fees will incur additional costs to the client(s). The client(s) are liable to any costs incurred by DDC Group Pty Ltd that may arise as a result of the non-payment or late fees.

4. General

- 4.1. These terms of appointment and engagement are considered to be the entire agreement between the client and DDC Group Pty Ltd. The client will make no claim or demand in relation to this agreement either at common law or alleged breach of the Trade Practices Act 1974 (federal) or the Fair Trading Act 1985 (state).
- 4.2. It is the owners responsibility to send the Form 23 to the relevant council with 14 days and pursuant to Regulation 147ZC. Inspection and administration fees will be required by DDC Group Pty Ltd should the Form 23 need to be re-issued. Additional inspection fee may be required.
- 4.3. DDC Group reserves that right to cancel appointment and refund any monies paid at any time.

DDC Group Pty Ltd.

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