

APPLICATION FOR BUILDING PERMIT (FORM 1)

Building Act 1993 Building Regulation 2006 Regulation 301

To: Lloyd Lewis (Relevant Building Surveyor BS-U33771)

From: I am making this application for a building permit as: Owner of Land Agent of Owner

Name:

Postal address: Post Code:

Contact Person: Mobile:

Telephone (BH): Fax: Email:

Address for serving documents:

Indicate if the applicant is a lessee/licensee of Crown land to which this application applies: Tick if applicable:

Ownership Details (Please state ALL owners of the property)

Owner's full name:

Postal Address: Post Code:

Contact Person: Mobile:

Telephone (BH): Fax: Email:

Builder Details

Company Name:

Postal address: Post Code:

Contact Person: Mobile:

Telephone (BH): Fax: Email:

Architect / Draftsman Details

Company Name:

Postal address: Post Code:

Contact Person: Mobile:

Telephone (BH): Fax: Email:

Property Details

Lot/s: Number: Street/Road:

Suburb: Postcode: LP/PS:

Volume: Folio: Crown Allotment: Section:

Parish: County:

Municipal District: Allotment Area (for new dwellings only): m²

Land owned by the Crown or a public authority. Tick if applicable:

Nature of building work – Please provide a full description of all works to be carried out

.....
.....
.....
.....

Building practitioners ¹ and/or architect

a) to be engage in the building work ² (If a registered domestic builder carrying out domestic work, attach details of the required insurance.)

Name: Category/class: Registration No:

Company Name:

(b) who were engaged to prepare documents forming part of the application for this permit ³

Name: Category/class: Registration No:

Company Name:

Name: Category/class: Registration No:

Company Name:

Owner Builder ⁵ (if applicable)

I intend to carry out the work as an owner builder (Yes / No)

Cost of building work

Is there a contract for the building work? (Yes / No) If yes, state the contract price \$.....

If no, state the estimated cost of the building work (including the cost of labour and materials) and attach details of the method of estimation. \$.....

Stage of building work

If application is to permit a stage of the building work:

Extent of stage: Value of work for this stage: \$.....

I/We have read & fully understand the Conditions & Terms of Engagement specified on the following pages & accept responsibility for the payment of all fees incurred in the processing of the Building Application.

Signature of owner/agent:..... Date:

Note 1: Building Practitioner means-

- (a) a building surveyor; or
- (b) a building inspector; or
- (c) a quantity surveyor; or
- (d) an engineer engaged in the building industry; or
- (e) a draftsman who carries on a business of preparing plans for building work or preparing documentation relating to permits and permit applications; or
- (f) a builder including a domestic builder; or
- (g) a person who erects or supervises the erection of prescribed temporary structures; or
- (h) a person responsible for a building project or any stage of a building project and who belongs to a class of people prescribed to be building practitioners

but does not include-

- (i) an architect
- (j) a person other (than a domestic builder) who does not carry on the business of building.

Note 2: Include building practitioners with continuing involvement in the building work.

Note 3: Include only building practitioners with no further involvement in the building work.

Note 4: The use of the building may also be subject to additional requirements under other legislation such as the **Liquor Control Reform Act 1998** and the **Dangerous Goods Act 1985**.

Note 5: If an owner builder there are restrictions on the sale of the building under section 137B of the Building Act 1993. Section 137B prohibits an owner builder from selling a building on which domestic building work has been carried out within 6 ½ years from the completion of the relevant building work unless they have satisfied certain requirements including obtaining compulsory insurance. The Building Commission maintains a current list of domestic insurance providers.

TERMS OF ENGAGEMENT

- 1. SCOPE OF APPOINTMENT - MANDATORY SERVICES OF RELEVANT BUILDING SURVEYOR (RBS)**
 - Assess the application under the Act and Building Code of Australia deemed to satisfy controls and issue the building permit.
 - Collect and remit the applicable building permit levy to the Building Commission and relevant council legislation fees.
 - Conduct mandatory inspections and issue statutory directions as necessary for proper completion of works.
 - Issue the applicable Occupancy Permit or Certificate of Final Inspection.
 - Provide copies of all relevant permit documents to the council.
- 2. INSPECTIONS**
 - The number of mandatory inspections that are included in the Building Permit are as per the inspection schedule. Further inspections requested by the client, or required by the Relevant Building Surveyor (RBS) will be charged at the scheduled rate.
 - Fees for additional inspections are payable within 14 days of the invoice and/or prior to the issuing of the Occupancy Permit or Certificate of Final Inspection.
 - Should the client fail to provide adequate documentation or safe access at the time of a mandatory inspection Approved Building Surveyors Pty Ltd reserve the right to cancel that inspection and charge an additional inspection fee at the scheduled rate.

CONDITIONS OF ENGAGEMENT

- 1. DISBURSEMENTS & PAYMENTS:**
 - a) Applications will not be processed until the required deposit is paid.
 - b) Building Permits will not be issued until the building permit fee, council fees and government levies are fully paid.
 - c) Council fees and government levies (where applicable) will be disbursed to the relevant authorities.
 - d) Failure to pay fees when due will incur additional costs and the Client shall be liable to pay any debt collection fees and costs that may arise as a result of late or non payment of fees.
 - e) Building Permit fees quoted and/or invoiced to you are only valid for 90 days. Should the Permit not be issued within that period, Approved Building Surveyors Pty Ltd reserves the right to alter the permit fee in line with market prices and fee guidelines.
- 2. DUAL APPOINTMENTS:** It is an offence pursuant to Section 78 of the Act to appoint a person as a RBS if another building surveyor has already been appointed or otherwise authorised for the project. The client therefore warrants that no other building surveyor has been appointed (or has otherwise commenced duties) in relation to the project referred to in this agreement.
- 3. CLIENT AUTHORITY/AGENT AUTHORITY:** The Client warrants that the Client is the owner of the land at the *project* address referred to or that the Client is the duly authorised agent of the said owner. It is required that the Client will produce written authority of the owner of the land to authorise the client to act on behalf of the owner.
- 4. PLANNING PERMITS:** The Client shall be responsible for obtaining (and the cost of) any planning permit and shall provide a copy of any planning permit and approved planning permit drawings to this office prior to the issue of a building permit.
- 5. Enforcement Actions;** Any building notices or building orders issued by the (RBS) will result in a fee payable of \$275 (incl GST) being incurred by the client for each building notice or building order issued (the aforementioned fee does not include the cost of any additional inspections to affect enforcement, all additional inspections will be charged at the scheduled rate)
- 6. Variations;** All variations to the building permit or permitted works must be assessed and approved by the RBS prior to their implementation/construction, assessment of variations by the RBS will result in a fee payable by the client of \$275 (incl GST) unless otherwise agreed by the RBS
- 7. ENTIRE AGREEMENT & NO REPRESENTATIONS:** These terms and conditions constitute the entire agreement between this office and the Client and no reliance may be placed by the Client upon any oral discussions or representations made prior to or at the time of signing this agreement. The Client will make no claim or demand in relation to any such representations either at common law or alleged breach of the Trade Practices Act 1974 (Commonwealth) or the Fair Trading Act 1985 (Vic). The RBS is not engaged by the Client to provide costing or estimating services.
- 8. CLIENT TO NOTIFY RELEVANT BUILDING SURVEYOR (RBS) OF OTHER BUILDING PRACTITIONERS:** The Client must give written notice to the RBS of each building practitioner engaged by the Client for the building work referred to in this agreement, including details of any building practitioner certificate issued by the building practitioner under Part 11 of the Act. Such notice must be given either upon the appointment of the RBS where the Client has already engaged a building practitioner/s or within fourteen (14) days of the client engaging the building practitioner/s where the building practitioner/s is/are engaged after the appointment of the RBS.
- 9. TERMINATION OF APPOINTMENT:** The appointment of the RBS may be terminated by the Client only with the written consent of the Building Commission. On such termination the RBS shall be entitled to be paid all outstanding fees and disbursements incurred. In the event that the building work nominated in this agreement is terminated before commencement or completion, the Client must notify the Building Commission by written notice. When this written notice is issued the appointment of the RBS shall be deemed to be terminated. The Client must thereupon pay all fees and disbursements incurred and the RBS shall be entitled to deliver an account for the same. Furthermore the Client must not engage another RBS to complete the functions of the RBS specified in this agreement in respect of the building work without the written consent of the Building Commission.
- 10. PURPOSE OF INSPECTION:** Inspections carried out will be the minimum required to ensure compliance with the Act and Regulations and not supervision of all the work. It is the responsibility of the builder to construct the building fully in accordance with the approved permit documents. Variations must be approved by the RBS prior to construction and those variations that require further document survey and assessment and/or approval will incur an additional fees.
- 11. THE BUILDING PERMIT & THE RBS:** The building permit issued will be an assessment of the drawings for compliance with the Building Act and Regulations and not the serviceability, quality or functionality of the work approved by the permit. This appointment of an RBS is limited to ensuring the work carried out complies to the Act and Regulations that are applicable at this time. The RBS is responsible for the carrying out of inspections that will be listed on the Building Permit. The client is responsible to ensure that this office is given 24 hours notification for inspection and shall ensure that works do not continue beyond the notification stage until the inspection is approved. A copy of all stamped approved documents must be available onsite at all times.
- 12. BUILDING NOTICES & ORDERS:** It is my understanding that there are no outstanding Building Notices or Building Orders on the property described. I acknowledge that any enforcement actions (such as issuance of Building Notices and/or Orders) taken regarding my current application will incur additional costs.

NOTE: RBS means Lloyd Lewis. Client means Owner/Agent of Owner as specified on the Application Form.

INSPECTION SCHEDULE

The maximum number of mandatory inspections included in the fees paid for the building permit are as per the below table:

Description of Building Works	Maximum Number of Mandatory Inspections Included
New Houses,	5
Extension to dwelling, Granny Flats	3
Internal Alterations	
Up to \$100000	2
Above \$100000	3
Construction of units/flats	5 per unit
Above ground swimming pool/Spa	2
Below ground swimming pool/Spas	3
Spa/pool with gazebo or deck	3
Front Fence, shade sails, retaining walls, Restumps	2
Demolitions and removals	1
Carpports & Garages, sheds, Re-erection, Decks, Pergolas, Verandahs	2

ADDITIONAL INSPECTIONS

Additional inspections will be charged at \$110 (incl GST) per inspection.

(Note: Complete if an agent is applying for the building permit on behalf of the owner of the property)

Owner's Consent

I,
(owner's name)

of
(owner's postal address)

give
(builder/agent),

authority to act as an agent on my behalf in all matters concerning the building permit application for building works at

.....
(property address).

Signed: (owner)

Date: / /