

Form 1 - Application for Building Permit

Regulation 24
Building Act 1993
Building Regulations 2018

To: Lloyd Lewis (Relevant Building Surveyor BS-U 33771)

From:

I am making this application for building permit as ☐ Owner of Land ☐ Agent of Owner

[Legislative requirements prohibit the builder from applying for a building permit for domestic building work on the owner's behalf. The application can only be made by the owner or the appointed agent of the owner – see s78(1A) Building Act 1993.]

Name:	ACN/ARBN:
Contact Person:	Mobile:
Email:	Postal Address [incl postcode]:

Lessee responsible for building work

Indicate if a lessee of the building, of which parts are leased by different persons, is responsible for the alterations to a part of the building leased by that lessee Yes ☐ No ☐

Ownership details

[[fill in if applicant is agent of owner) NB: Please state ALL owners of the property]

Name:	ACN/ARBN:
Contact Person:	Mobile:
Email:	Postal Address [incl postcode]:

Property Details

Number:	Street name:	Suburb:
Postcode:	Lot/s:	LP/PS:
Volume:	Folio:	Crown Allotment:
Section:	Parish:	County:
Municipal District:	Allotment area in metres squared (for new dwellings only):SQM	If Land owned by the Crown or a public authority please tick: ☐

Builder Details

If you intend to carry out the work as an owner builder, tick this box ☐

If there is a builder appointed to carry out the works, tick this box ☐

Name:	ACN/ARBN:
Contact Person:	Mobile:
Email:	Postal Address [incl postcode]:
Builders Registration Number:	

Natural person for service of directions, notices and orders (if builder is a body corporate)

Name:	Mobile:
Email Address for service:	Postal Address [incl postcode]:

Building practitioner or architect engaged to prepare documents for this permit

[List any building practitioner or architect engaged to prepare documents forming part of the application for this permit, e.g. Draftsperson, Engineer]

Name	Category/class	Registration no.

Nature of building work

- | | |
|--|--|
| ☐ Construction of new building | ☐ Re-erection of a building |
| ☐ Alterations to an existing building | ☐ Change of use of an existing building |
| ☐ Demolition of a building | ☐ Construction of a swimming pool |
| ☐ Extension to an existing building | ☐ Construction of a swimming pool barrier |
| ☐ Removal of a building | ☐ Other [give description] |

Proposed use of building: (e.g. Private dwelling, rooming house, office...)

.....

.....

.....

.....

Social housing

Does any of the building work include the construction of social housing as referred to in regulation 281B of the Building Regulations 2018? Yes ☐ / No ☐

[Indicate Yes if the building work, which is subject of the application includes the construction of social housing or if other building work, which is the subject of a related staged building permit, includes the construction of social housing.]

Emergency recovery

Does any of the building work include the construction of a dwellings that was destroyed or damaged in an emergency referred to in regulation 166(b) of the Building Regulations 2018?

Yes ☐ / No ☐

[Indicate Yes if the building work, which is subject of this application, includes the construction or repair of a dwelling within the same municipal district as the destroyed or damaged residential building.]

Cost of building work [Note All costs in application are to be inclusive of GST.]

If application for a building permit is made by a person other than an owner-builder (Non-owner builder) *	If application for a building permit is made by an owner-builder (Owner Builder) *
Part A Is there a contract or agreement (other than cost-plus contract or agreement) with a builder for carrying out the building work? Yes ☐ / No ☐ If Yes specify the contract price(A\$) or agreed amount to be paid to the builder (including for the cost of labour and materials) under the contract or agreement: \$..... If No, is there a cost-plus contract or agreement with a builder for carrying out the building work? Yes ☐ / No ☐ If Yes, specify the builder's estimate of the total amount (A\$) that the builder will receive or is likely to receive (including for the cost of labour and materials) under the contract agreement: \$..... Specify the cost(A\$) of any chattel under the contract or agreement: \$..... Specify the cost(A\$) of any prescribed excluded item under the contract or agreement: \$	Part A I intend to carry out the building work as an owner-builder Yes ☐ / No ☐ Specify the owner builder certificate of consent number (if applicable): Specify the owner-builder's estimated cost(A\$) (including for labour and materials) of the owner-builder carrying out the building work: \$
Part B Specify the class or classes of building to which the building work relates: Does the building work relate to both- i. One or more buildings in a class 2,3,4,5,6,7 or 8 building; and ii. One or more buildings in a class 1,9 or 10 building? Yes ☐ / No ☐ If Yes, specify the information required under Part A and under Part C (if applicable) according to whether the building work relates to- i. Buildings in a class 2,3,4,5,6,7 or 8 building; and ii. Buildings in a class 1, 9 or 10 building.	Part B Will the owner-builder be engaging one or more builders to carry out part of the building work? Yes ☐ / No ☐ If Yes, specify the information in relation to whichever of the following applies- If the engagement is under a contract or agreement that is not a cost-plus contract or agreement, specify the contract price or agreed amount to be paid to each builder(A\$) (Including for the cost of labour and materials): \$ If the engagement is under a cost-plus contract or agreement, specify the builders estimated amount(A\$) that each builder will receive or is likely to receive (including for the cost of labour and materials): \$
Part C - All stages of staged building work Does the application relate to a stage of the whole building work? Yes ☐ / No ☐ If Yes, specify the extent of the stage: Is there a contract or agreement (other than a cost-plus contract or agreement) for carrying out the whole of the building work for all of the stages? Yes ☐ / No ☐ If Yes, specify the contract price or agreed amount to be paid(A\$) to the builder (including for the cost of labour and materials) under the contract or agreement: If No, is there a cost-plus contract or agreement with a	Part C Specify the cost(A\$) of any chattel relating to Part A and/or Part B \$

builder for carrying out the whole of the building work for all stages? Yes ☐ / No ☐ If Yes, specify the builder's estimate of the total amount(A\$) that the builder will receive or is likely to receive (including for the cost of labour and materials) under the contract or agreement: Specify the cost(A\$) of any chattel under the contract or agreement: Specify the cost(A\$) of any prescribed excluded item under the contract or agreement:	
Part D ***This Part is intentionally left empty***	Part D-All stages of staged building work by an owner-builder Does the application relate to a stage of the whole of the building work? Yes ☐ / No ☐ If yes specify the extent of the stage: Specify the owner-builder's estimated cost(A\$) (including for labour and materials) of the owner-builder carrying out the whole of the building work for all stages: \$..... Specify the cost(A\$) of any chattel in relation to building work carried out by the owner-builder: \$..... Specify the cost(A\$) of any prescribed excluded item in relation to building work carried out by the owner-builder: \$..... Is there a contract or agreement (other than a cost plus contract or agreement) with a builder to carry out part of the whole of the building work for all stages? Yes ☐ / No ☐ If Yes, specify the contract price or agreed amount to be paid to the builder(A\$) (including for the cost of labour and materials) under the contract or agreement: If No, is there a cost-plus contract or agreement with a builder to carry out part of the whole of the building work for all stages? Yes ☐ / No ☐ If Yes, specify the builder's estimate of the total amount(A\$) that the builder will receive (including for the cost of labour and materials) under the contract or agreement: \$..... Specify the cost(A\$) of any chattel under the contract or agreement: \$..... Specify the cost(A\$) of any prescribed excluded item under the contract or agreement: \$.....
Part E ***This Part is intentionally left empty***	Part E Specify the class or classes of building to which the building work relates: Does the building work relate to both- i. One or more buildings in a class 2,3,4,5,6,7 or 8 building; and ii. One or more buildings in a class 1,9 or 10 building? Yes ☐ / No ☐ If Yes, Specify the information required under Part A and/or Part B(if applicable) and under Part C and Part D (if applicable) according to whether the building relates to- i. Buildings in class 2,3,4,5,6,7 or 8; and ii. Buildings in a class 1,9 or 10 building.

Liability limited by a scheme approved under Professional Standards Legislation

Note 1: The completion of this application form does not constitute acceptance of appointment by Approved Building Surveyors Pty Ltd and the Relevant Building Surveyor. The applicant will be notified in writing if acceptance of appointment is formalised by this office.

Note 2: 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 3: If the works are undertaken as 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 from selling a building on which domestic building work has been carried out within 6 years and 6 months from the completion of the relevant building work unless they have satisfied certain requirements including obtaining compulsory insurance. The Building Plumbing Commission maintains a current list of domestic insurance providers.

Note 4: Client must ensure that the building work is completed in a timely manner.

Note 5: Client must ensure that the building permit process is completed.

Note 6: Client must ensure that inspections are requested at a mandatory notification stage.

Note 7: Additional fees are applicable for the following: lapse of a building permit, request for extension to dates, additional administration and/or inspections, enforcement and appeals processes.

Note 8: Failing to notify the RBS within 14 days after any change in any of the following: name of the owner, postal address, address for serving of documents or transfer of ownership is an offence under the Building Regulations 2018, regulation 42.

Instrument of Agreement & Signature of Application

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 applicant:

Date:

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 (Including the National Construction Code) deemed to satisfy controls and issue of the building permit.
- Collect and remit the applicable state authority 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 relevant 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 schedule rate.
- Fees for additional inspections are payable within 14 days of the invoice and/or prior to 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 appointment

1. **Disbursements & Payments:**

- a. Appointment will not be accepted until all fees are 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 because of late or nonpayment of fees.
- e. Building Permit Fees quoted and/or invoiced to you are 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 Building Act 1993 to appoint a person as 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 building permit. It is the clients responsibility to maintain a current planning permit.

5. **Enforcement Actions;** Any building notices or building orders issued by the (RBS) will result in a fee payable of \$330 (incl GST) for notice and \$440 (incl GST) for orders 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 \$330(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 Australian Competition and Consumer Act 2010 (CCA) or the Australian Consumer Law and Fair Trading Act 2012 (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 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 to 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 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 Plumbing Commission. On such termination the RBS shall be entitled to be paid all outstanding fees and disbursements incurred. In the event that building work nominated in this agreement is terminated before commencement or completion, Client must notify the Building Plumbing 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 Plumbing 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 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 and Orders:** It is the clients understanding that there are no outstanding Building Notices or Building Orders on the property described. The client acknowledges 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 (Form 1)

13. 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	2
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
Carports & Garages, sheds, Re-erection, Decks, Pergolas, Verandahs	2

a. Additional Inspections

Additional inspections will be charged at \$150.00 (excl GST) per inspection.

Owners Consent form

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

I/We,

(Owner's name/s)

Of,

(owners postal address)

Give,

(agent name/s)

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

(property address)

Signature of owner:

Date: