

Form 1
 Building Act 1993
 BUILDING REGULATIONS 2018
 Regulation 24



APPLICATION FOR A BUILDING PERMIT

To: David Short - Yarra Four Pty Ltd trading as Permit Approvals Plus
 68 Hamilton St Yarraville 3013
 PH: 0415 448 275
 Email: david@permitapprovalsplus.com.au

From:

Owner/Agent of Owner

Postal address

Email:Postcode.....

Contact personTelephone.....

Address for serving or giving of documents.....
Postcode.....

Tick here if the applicant is a lessee or licensee of Crown land to which this application applies

Ownership Details (only if agent of owner listed above)

Owner

Postal address

Email: Postcode.....

Contact personTelephone.....

Please advise who is paying for the Government Levy – (include Email)

Property details

Address						Postcode	
Lot/s		LP/PS		Volume		Folio	
Crown allotment		Section		Parish		County	
Municipality				Allotment area (for new dwellings only)			m ²

Tick here if land owned by the Crown or a public authority

Builder (if known)

NameTelephone.....

Address

EmailPostcode.....

Building practitioners¹ and/or architect

a) To be engaged in the building work²

Category/Class	Name	Registration No.

(If a registered domestic builder carrying out domestic building work attach details of the required insurance)

b) Who were engaged to prepare documents forming part of the application for this permit³

Category/Class	Name	Registration No.

Nature of building work*

- | | | | |
|---|-----|--|-----|
| Construction of a new building | [] | Alterations to an existing building | [] |
| Demolition of a building | [] | Removal of a building | [] |
| Extension to an existing building | [] | Change of use of an existing building | [] |
| Re-erection of a building | [] | Construction of swimming pool or spa barrier | [] |
| Construction of swimming pool or spa | [] | Other | [] |
| Construction of a small second dwelling | [] | | |

Proposed use of building⁴

Social Housing

Does any of the building work include 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 the subject of this 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 dwelling that was destroyed or damaged in an emergency referred to in Regulation 166J(b) of the Building Regulations 2018? Yes [] No []

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

Owner Builder⁵ (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 \$.....

Does the building work relate to more than one class of building, including a class of building referred to in section 205G(2A) of the **Building Act 1993** and a class 1, 9 or 10 building? Yes [] No []

If yes, provide the cost of the building work that relates To the class or classes referred to in section 205G(2A) Of the **Building Act 1993** and the cost of the building Work that relates to a class 1, 9 or 10 building? \$.....

Cost of building work relating to a class 2, 3, 4, 5, 6, 7, or 8 building \$.....

Cost of building work relating to a class 1, 9 or 10 building \$.....

Stage of building work

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

Cost of work for this stage \$.....

Cost of work for the whole of the building work \$.....

Signature

Signature of owner or agent Date.....

**ENSURE FULL PAYMENT IS ACCOMPANIED WITH THIS APPLICATION. IF A FEE HASN'T BEEN PROVIDED,
PLEASE EMAIL david@permitapprovalsplus.com.au FOR A QUOTATION**

- 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; 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 except in Part 9 and sections 24(3) and 176(6) of the Act; or
 - (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, restrictions on the sale of the property apply under section 137B of the Act. Section 137B also prohibits an owner builder of domestic building work from selling the building within 6½ years from the date of completion of the relevant works unless they have satisfied certain requirements including obtaining compulsory insurance. The Building Control Commission maintains a current list of domestic insurance providers.
- Note 6** The applicant acknowledges that failed or additional inspections will incur a re-inspection fee of \$220 per dwelling/building. This fee is payable at the request for re-inspection.
- Note 7** The applicant must ensure that the building works comply with the Building Permit, Conditions, Approved documents, Building Code of Australia and Relevant Australian Standards.
- Note 8** The applicant acknowledges that the conditions/specifications of the energy rating report (new dwellings) will be met, together with the provision of installing one of the two secondary measures (Either a 2000 min litre water tank connected to all flushing units or a solar hot water service)

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

I ,
(owner's name)

Of.....
(owner's postal address)

Appoint David Short of Permit Approvals Plus as the Relevant Building Surveyor under Section 78 of the Building Act 1993 for the functions as noted on the Application Form for Building Works and

Give.....
(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:..... Date:/...../.....
(owner)

This agent authorisation is made pursuant to Section 248 of the Building Act 1993

I,
(owner's name)

Of.....
(owner's postal address)

Under Building Act 1993 Section 78 (2) (as stated below), have not appointed another Private Building Surveyor or Municipal Building Surveyor to complete functions as required under Section 76 of the Building Act 1993 in relation to this proposed project

.....
(property address)

Signed by owner:..... Date:/...../.....

Building Act 1993 Section 78 (2) - Except as provided in this Part, a person must not appoint a private building surveyor to complete any functions set out in section 76 in respect of a building or building work if another private building surveyor or a municipal building surveyor has already commenced to carry out functions set out in that section in respect of that building or building work.

Penalty: 240 penalty units, in the case of a natural person.

1500 penalty units, in the case of a body corporate.

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 Permit Approvals Plus reserves the right to cancel that inspection and charge an additional inspection fee at the scheduled rate.

Conditions of Engagement

1. DISBURSEMENTS & PAYMENTS:

- Applications will not be processed until the required full payment is paid or 50% deposit if prior agreed.
- Building Permits will not be issued until the building permit fee, council fees and government levies are fully paid.
- Council fees and government levies (where applicable) will be disbursed to the relevant authorities.
- 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.
- Building Permit fees quoted and/or invoiced to you are only valid for 30 days. Should the Permit not be issued within that period, Permit Approvals Plus reserves the right to alter the permit fee in line with market prices and fee guidelines.
- If at all the project ceases or is abandoned no refund of any part of payment will be provided.
- Any invoices issued are to be paid on receiving or within 7 days as pre-agreed with management
- Any written directions that are issued due to inspection non-approval or failure to follow permit issued documents will incur additional fees of \$220.00 including GST.

2. DUAL APPOINTMENTS:

It is an offence pursuant to Section 78 of the Act 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 a building permit.

5. ENFORCEMENT ACTIONS:

Any building notices or building orders issued by the (RBS) will result in a fee payable of \$550 (including GST) being incurred by the client for each building notice or building order issued (the fee includes the cost of any additional inspections to affect enforcement.)

6. VARIATIONS:

All variations to the building permit or permitted works must be assessed and approved by the RBS prior to their implementation/construction, assessments of variations by the RBS will result in a fee payable by the client of up to \$550 (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 within fourteen (14) days of the client engaging 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 or transferred by the Client only with the written consent of the Victorian Building Authority. On such termination/transfer 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 Victorian Building Authority 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 specified in this agreement in respect of the building work without the written consent of the Victorian Building Authority.

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 24/48 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.

PLEASE NOTE: RBS refers to DAVID SHORT, Client means Owner/Agent of Owner as specified on the Application Form.