

FORM 1
Regulation 301
BUILDING REGULATIONS 2006
Building Act 1993

APPLICATION FOR A BUILDING PERMIT

TO: **ZONNE Building Consulting Pty Ltd**
PO Box 249, Berwick VIC 3806
Jason Singh – Private Building Surveyor

FROM:

Owner*/agent of owner* (* delete if inapplicable) John Smith Building Constructions

Postal address: 111 Agent Avenue Melbourne Postcode 3000

Contact person John Smith Mobile 0400 555 555

Telephone (BH) 03 9555 5555 Fax 03 9444 4444 Email john@bigpond.com

Address for serving or giving documents: Owner*/agent of owner* (* delete if inapplicable)

Indicate if the applicant is a lessee or licensee of Crown land to which this application applies (tick if applicable)

OWNERSHIP DETAILS (only if agent of owner listed above)

Owner: Joe Blogs

Postal address: 22 Owners Avenue Melbourne Postcode 3000

Contact person Joe Blogs Mobile 0400 444 444

Telephone (BH) 03 9555 5555 Fax 03 9222 2222 Email joe@bigpond.com

PROPERTY DETAILS:

Number 22 Lot/s _____ Street/Road Owners Avenue City/suburb/town Melbourne

Postcode 3000 LP/PS _____ Volume _____ Folio _____ Crown allotment _____ Section _____

Parish _____ County _____ Municipal District _____ Allotment area (for new dwellings) m² _____

Land owned by the Crown or a public authority (tick if applicable)

BUILDER: (if known)

Builder: John Smith Building Constructions

Postal address: 111 Agent Avenue Melbourne Postcode 3000

Contact person John Smith Mobile 0400 555 555

Telephone (BH) 03 9555 5555 Fax 03 9444 4444 Email john@bigpond.com

BUILDING PRACTITIONERS¹ AND/OR ARCHITECT

(a) to be engaged in the building work²

Name John Smith Category Builder Reg No: DB-U 1234
(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

Name Alex Alexander Category Draftsman Reg No: DP-AD 6789

Name Bruce Black Category Engineer Reg No: EC 4567

Name _____ Category _____ Reg No: _____

Name _____ Category _____ Reg No: _____

FORM 1
Regulation 301
BUILDING REGULATIONS 2006
Building Act 1993

NATURE OF BUILDING WORKS*

- | | | | |
|-----------------------------------|-------------------------------------|---|--------------------------|
| Construction of a new building | <input checked="" type="checkbox"/> | Alterations to an existing building | <input type="checkbox"/> |
| Demolition of a building | <input type="checkbox"/> | Removal of a building | <input type="checkbox"/> |
| Extension to an existing building | <input type="checkbox"/> | Change of use of an existing building | <input type="checkbox"/> |
| Re-erection of a building | <input type="checkbox"/> | | |
| Other | <input type="checkbox"/> | _____ *Tick if applicable or give other description | |

Proposed use of building ⁴ Residential Dwelling and Garage

OWNER BUILDER ⁵ (if applicable)

I intend to carry out work as an owner builder [~~Yes~~/No]

COST OF BUILDING WORK

Is there a contract for the building? [Yes/~~No~~]

If yes, state the contract price \$ 250,000.00

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 work—

Extent of stage _____

Cost of work for this stage \$ _____

SIGNATURE

Signature of owner or agent _____ [insert signature] _____ Date 8 September 2009

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 Commission maintains a current list of domestic insurance providers.

Condition: By signing this application you are accepting our terms and conditions of engagement listed on Page 3 of this application.

Building and Construction Industry Security of Payment Act 2002
BUILDING REGULATIONS 2006
Building Act 1993

TERMS OF ENGAGEMENT

1. SCOPE OF APPOINTMENT

- 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 inspections that are included in the Building Permit are as per page 4 of the Building Permit. Further inspections requested by the client, or required by the Relevant Building Surveyor (RBS) will be Charged as per the fee detailed on the Building Permit Correspondence.
- Fees for additional inspections are payable within 14 days of invoice and prior to the issuing of the Occupancy Permit or Certificate of Final Inspection.

CONDITIONS OF ENGAGEMENT

1. DISBURSEMENTS

- (a) State Government building permit levy as nominated by Zonne Building Consulting must be paid before a building permit can be issued by the RBS pursuant to Section 201 of the Act.
- (b) Statutory fees incurred by the RBS over and above the sum nominated by Zonne Building Consulting relating to property information and the like will be charged at cost.
- (c) Council fees and government levies (where applicable) will be disbursed to the relevant authorities.

2. PAYMENT

The fee specified by Zonne Building Consulting is payable prior to consideration of the building permit application. Schedule 2 of the Act requires an application for a building permit to be accompanied by the fee determined by the council in accordance with the Local Government Act or as determined by the relevant private building surveyor. Zonne Building Consulting may consent to an alternate arrangement however under the Building and Construction Industry Security of Payment Act 2002 fees payable must be paid within the specified terms indicated on the tax invoice issued by Zonne Building Consulting. Failure to pay fees within the terms may incur interest and debt recovery disbursements involved in recuperating outstanding fees.

3. CLIENT 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. If required by the RBS the Client will produce written authority of the owner of the land to authorise the client to act on behalf of the owner.

4. NO DUAL APPOINTMENTS

It is an offence pursuant to Section 78 of the Act to appoint a person as an 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.

5. PLANNING PERMITS

The Client shall be responsible for obtaining (and the cost of) any planning permit and shall provide a copy of the planning permit and approved planning permit drawings to the RBS. The RBS shall not be required to issue a building permit after being appointed until any required planning permit and approved planning permit drawings are received by the RBS.

6. ENTIRE AGREEMENT AND NO REPRESENTATIONS

These terms and conditions constitute the entire agreement between the RBS 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 an estimator or quantity surveyor and is not engaged by the Client to provide costing or estimating services.

7. ADDITIONAL SERVICES

Where the Client requests additional services from the RBS, that are not included in the scope of mandatory services described in the initial agreement the RBS, shall not be obliged to proceed with such additional work until a request is received from the Client and agreed to by the RBS.

In the event that additional inspections or other work is required by;

- (a). The Client ,
- (b). The scope of the mandatory services specified in the initial agreement and/or
- (c) Act or Regulations require the RBS to proceed with such further work complete the obligations and functions of the RBS, the RBS shall be entitled to deliver an account to the Client for such additional work. The amount of such fees shall be calculated in accordance with the initial agreement and payment shall be duly made with in fourteen (14) days of invoice.

8. CLIENT TO NOTIFY RELEVANT BUILDING SURVEYOR 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 to 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 Relevant Building Surveyor.

9. TERMINATION OF APPOINTMENT

The appointment of the RBS may be terminated by the Client only with the written consent of the Building Control Commission. On such termination the RBS shall be entitled to be paid all fees and disbursements incurred to the date of termination. In the event that the building work nominated in this agreement is terminated before commencement or completion, the Client must notify the Building Control 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 to the date of termination 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 Control Commission.

10. 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 the RBS is given adequate notification for inspection and shall ensure that works do not continue beyond the notification stage until the inspection is approved.

11. 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 fee.

12. BUILDING NOTICES & ORDERS

Building Notices and Orders are formal documents prescribed in the Regulations when breaches and non compliances are identified for the purpose of securing compliance with the permit documents and other relevant provisions of the Regulations. Notices and Orders are required to be served as a matter of course for significant areas of non compliance or where safety is or may be compromised. In the case of routine rectification works an inspection report or letter will normally be sent to the owner and/or builder as applicable and in the event of non response within an appropriate time (7, 14 or 30 days) a Building Notice will be served and further fees will be payable.