

Form 1  
Regulation 24  
Building Act 1993  
Building Regulations 2018  
**APPLICATION FOR A BUILDING PERMIT**

To: The Municipal Building Surveyor

Application No: \_\_\_\_\_

**Applicant Details Owner/Agent of Owner**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Postal Address: \_\_\_\_\_ Postcode \_\_\_\_\_

Email: \_\_\_\_\_

**Address for serving or giving of documents:** \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

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

Contact person \_\_\_\_\_ Phone: \_\_\_\_\_

**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

**Owners Details (if applicant is agent of owner)**

Name of Owner (insert full name(s)) : \_\_\_\_\_

Postal Address: \_\_\_\_\_ Postcode \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Property Details**

Number: \_\_\_\_\_ Street/ Road Name \_\_\_\_\_

Suburb: \_\_\_\_\_ Postcode: \_\_\_\_\_

Lot/s \_\_\_ LP/LS Volume \_\_\_ Folio \_\_\_ Crown Allotment: \_\_\_ Section: \_\_\_\_\_

Parish \_\_\_\_\_ County \_\_\_\_\_

Municipal district \_\_\_\_\_ Allotment area (for new dwellings only) m<sup>2</sup>

Land owned by the Crown or a public authority

**Builders Details (if known)**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Postal Address: \_\_\_\_\_ Postcode \_\_\_\_\_

Email: \_\_\_\_\_

## Building Practitioners and/or Architects Details

### (a) to be engaged in the building work

Name: \_\_\_\_\_ Category/ Class \_\_\_\_\_ Registration No: \_\_\_\_\_

Name: \_\_\_\_\_ Category/ Class \_\_\_\_\_ 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 this permit application for this permit to be engaged in the building work

Name: \_\_\_\_\_ Category/ Class \_\_\_\_\_ Registration No: \_\_\_\_\_

Name: \_\_\_\_\_ Category/ Class \_\_\_\_\_ Registration No: \_\_\_\_\_

## Nature of Building Work

- |                                      |                          |  |                          |
|--------------------------------------|--------------------------|--|--------------------------|
| Construction of a new building       | <input type="checkbox"/> | Demolition of a building                     | <input type="checkbox"/> |
| Removal of a building                | <input type="checkbox"/> | Change the use of an existing building       | <input type="checkbox"/> |
| Alterations to an existing building  | <input type="checkbox"/> | Re-erection of a building                    | <input type="checkbox"/> |
| Extension to an existing building    | <input type="checkbox"/> | Construction of Swimming Pool or Spa barrier | <input type="checkbox"/> |
| Construction of Swimming Pool or Spa | <input type="checkbox"/> | Other (give description) _____               | <input type="checkbox"/> |

## Proposed use of building

Description of building work \_\_\_\_\_

Planning Permit No: (if applicable) \_\_\_\_\_ Issue Date \_\_\_\_\_

## Owner Builder

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

If yes, Certificate of Consent 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 building work (including cost of labour and materials) and attach details of the estimation method \$ \_\_\_\_\_

## 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 Applicant \_\_\_\_\_ Date \_\_\_\_\_

# TERMS OF ENGAGEMENT

## 1. SCOPE OF APPOINTMENT

- The *Municipal Building Surveyor* shall carry out upon request by the *owner*, and in accordance with the *Building Act 1993* and *Regulations 2018*, the *Services* in accordance with this Agreement
- Assess the application under the Act, Regulations and Building Code of Australia in accordance with the deemed to satisfy provisions and issue the building permit.
- Collect and remit the applicable building permit levy to the Victorian Building Authority and relevant council legislation fees.
- Conduct mandatory inspections and issue statutory directions as necessary for proper completion of works.
- Issue an Occupancy Permit or Certificate of Final Inspection as applicable.
- Provide copies of all relevant permit documents to the council as applicable.

## 2. INSPECTIONS

- The number of inspections that are included in the Building Permit are as listed on the Building Permit. Further inspections requested by the owner, or required by the Municipal Building Surveyor (MBS) will be charged as per the fee detailed in the Schedule of fees.
- 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.
- Should the owner fail to provide adequate documentation or safe access at the time of a mandatory inspection MBS reserve the right to cancel that inspection and charge an additional inspection fee at the scheduled fees.

# CONDITIONS OF ENGAGEMENT

## 1. OWNERS WARRANTIES AND INDEMNITIES

The owner warrants:

- (a) the accuracy and completeness of all information given to the MBS;
- (b) that the MBS when carrying out the Services acts with the owner's authority;
- (c) that no other person has been appointed as MBS for the subject property.

The owner shall indemnify the MBS against any claims in respect of the MBS acting within authority as the owner's agent.

## 2. PAYMENT & DISBURSEMENTS

- Applications will not be processed until the required deposit is paid.
- Building Permits will not be issued until the building permit fee, council fees and government levies are fully paid.
- I acknowledge fees are payable on Building Surveying Services (assessing documentation for Building Regulation compliance) even if described building project does not proceed.
- State Government building permit levy as nominated by the MBS must be paid before a building permit can be issued pursuant to Section 201 of the Act.
- Statutory fees incurred by the MBS over and above the sum nominated by the MBS relating to property information and the like will be charged at cost.
- Council fees and government levies (where applicable) will be disbursed to the relevant authorities.

## 3. INTEREST

Interest at rate of 12% shall be due and payable by the *owner* as from the 15th day after the claim.

## 4. OWNER AUTHORITY

The Owner warrants that the Owner is the owner of the land at the project address referred to or that the Owner is the duly authorised agent of the said owner. If required by the MBS the owner will produce written authority of the owner of the land to authorise the owner to act on behalf of the owner.

## 5. NO DUAL APPOINTMENTS

It is an offence pursuant to Section 78 of the Act to appoint a person as a building surveyor if another building surveyor has already been appointed or otherwise authorised for the project. The owner 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.

## 6. PLANNING PERMITS

The Owner shall be responsible for obtaining (including the cost of) any planning permit and shall provide a copy of the planning permit and approved planning permit drawings to the MBS prior to the issue of the building permit.

## 7. OWNERS OBLIGATIONS

The *owner* hereby acknowledges their ongoing obligations to provide the MBS with unfettered access to the subject property and not to obstruct the MBS in carrying out its functions. The Owner must not provide any information which may be incorrect, misleading or deceptive. The Owner must also advise the MBS of any changes in relation to the engagement of a *Building Practitioner* or architect, any change to the *owner's* address, transferred of ownership within 14 days

## 8. ENTIRE AGREEMENT AND NO REPRESENTATIONS

These terms and conditions constitute the entire agreement between the MBS and the Owner and no reliance may be placed by the Owner upon any oral discussions or representations made prior to or at the time of signing this agreement. The Owner will make no claim or demand in relation to any such representations either at common law or alleged breach of the Competition and Consumer 2010 (Commonwealth) or the Fair Trading Act 1985 (Vic). The MBS is not an estimator or quantity surveyor and is not engaged by the Owner to provide costing or estimating services. No amendment or variation may be made to this Agreement other than in writing executed by each of the parties.

**9. ADDITIONAL SERVICES**

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

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

- (a) The Owner ,
- (b) The scope of the mandatory services specified in the initial agreement and/or
- (c) Act or Regulations require the MBS to proceed with such further work complete the obligations and functions of the MBS, the MBS shall be entitled to deliver an account to the Owner 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.

**10. RESUBMISSIONS & VARIATIONS**

The Building permit application fee covers the initial assessment of the application documents submitted at the time of application and a single reassessment following the initial request for further information. Any further resubmissions will be assessed at additional cost in accordance with the schedule of fees. The application must be in writing and include all documents required under the *Building Act 1993* and the *Regulations* and must be assessed and approved by the MBS prior to their implementation/construction, Assessment of variations by the MBS will result in a fee payable by the owner of in accordance with the schedule of fees unless otherwise agreed by the MBS

**11. OWNER TO NOTIFY MBS OF OTHER BUILDING PRACTITIONERS**

The Owner must give written notice to the MBS of each building practitioner engaged by the Owner 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 MBS where the Owner has already engaged a building practitioner/s or within fourteen (14) days of the owner engaging the building practitioner/s where the building practitioner/s is/are engaged after the appointment of the MBS.

**12. TERMINATION OF APPOINTMENT**

The appointment of the MBS may be terminated by either the MBS or the Owner only with the written consent of the Victorian Building Authority. On such termination the MBS shall be entitled to be paid all fees and disbursements incurred to the date of termination.

The Owner must not engage another building surveyor to complete the functions of the MBS specified in this agreement in respect of the building work without the written consent of the Building Commission.

**13. THE BUILDING PERMIT & THE MBS**

The MBS shall provide the services personally or by a competent representative. 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 MBS is limited to ensuring the work carried out complies to the Act and Regulations that are applicable at this time. The MBS is responsible for the carrying out of inspections that will be listed on the Building Permit. The owner is responsible to ensure that the MBS is given not less than **24 Hours** notification for inspection and shall ensure that works do not continue beyond the notification stage until the inspection is approved.

**14. PURPOSE OF INSPECTIONS**

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 owner to construct the building fully in accordance with the approved permit documents. Variations must be approved by the MBS prior to construction and those variations that require further document survey and assessment and/or approval will incur an additional fee in accordance with the schedule of fees.

**15. BUILDING NOTICES & ORDERS**

It is taken that there are no outstanding Building Notices or Building Orders on the property described. The Owner must give written notice to the MBS where any Building Notices or Building Orders exist. In the event that any enforcement actions (such as issuance of Building Notices and/or Orders) is taken by the MBS in relation to the application for the building permit or the building permit, additional costs will be incurred by the Owner for each Building Notices and/or Building Orders issued in accordance with the schedule of fees.

The aforementioned fee does not include the cost of any additional inspections to affect compliance, all additional inspections will be charged at the scheduled fees.

**16. DEFINITIONS**

In this Agreement—

**Building** includes structure, temporary building, temporary structure and any part of a building or structure;

**Victorian Building Authority** means The Victorian Building Authority Board under Part 12 of the Building Act 1993;

**Building Work** means work for or in connection with the construction, demolition or removal of a building;

**Certificate of Consent** means a certificate of consent under Division 3A of Part 3 of the Building Act 1993;

**Council** means a council within the meaning of the *Local Government Act 1989*;

**Fee** means the fee calculated in accordance with the Fee Schedule attached hereto;

**Fee adjustment** means a sum to be added to or deducted from the fee;

**Function** includes power, authority and duty;

**Legislative requirements** includes:

- (a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where Services are being provided;
- (b) Certificates, licenses, consents permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Services and
- (c) Fees and charges payable in connection with the foregoing;

**Municipal Building Surveyor** means Municipal Building Surveyor (MBS) for the City of Darebin or a registered building surveyor appointed, employed or nominated by the MBS

**Owner** means

- (a) the person who is registered or entitled to be registered as proprietor, or the persons who are registered or entitled to be registered as proprietors, of an estate in fee simple in the land; and
- (b) in relation to Crown land reserved under the *Crown Land (Reserves) Act 1978* and managed or controlled by a committee of management, means the Minister administering that Act; and
- (c) in relation to any other Crown land, means the Minister or *public authority* that manages or controls the land;
- (d) in relation to a building, means the owner of the land on which a building is situated;

**17. PRIVACY STATEMENT**

The collection and handling of personal information is accordance with Council's Privacy Policy which is displayed on Council's website and available for inspection at, or collection from, Council's customer service centre/s"

**18. NOTES**

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: an architect or 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 6½ years from the completion of the relevant building work unless they have satisfied certain requirements including obtaining compulsory insurance. The Victorian Building Authority maintains a current list of domestic insurance providers.