



Alpine Building Permits,
 Shop 4, 1a Camp Street,
 PO Box 589,
 Bright, Victoria 3741

Phone: 035755 1589
 Fax: 035750 1389

ABN: 34 537 964 815

info@alpinebuildingpermits.com.au
www.alpinebuildingpermits.com.au

Form 1
Building Act 1993
Building Regulations 2006
Regulation 301

APPLICATION FOR A BUILDING PERMIT

To the Relevant Building Surveyor:
Alpine Building Permits & Consultants

Applicant Details: Agent / Owner

Name		
Postal Address	Postcode	
Address for serving or giving of documents		
		Postcode
Contact Person	Phone (BH)	Fax
E-mail	Mobile	

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 (as shown on title)		
Postal Address	Postcode	
Contact Person	Phone	Fax
Email	Mobile	

Property Details

Number	St/Rd	Suburb/Town	Postcode
Lot/s	LP/PS	Volume	Folio
Section	Crown Allotment	Parish	County
Municipal District	Allotment Area (for new dwellings only) m ²		
Land owned by the Crown or a public authority		(+ tick if applicable) [<input type="checkbox"/>]+	

Builder

Name		
Postal Address	Postcode	
Contact Person	Phone	Fax
Email	Mobile	

Building Practitioners¹ and/or Architects

(a) to be engaged in the building work²

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 submitted with this application³

Name	Category/Class	Registration No
Name	Category/Class	Registration No

Nature of Building Work (tick applicable or give other description)

Construction of a new building	()	Extension to an existing building	()
Alterations to an existing building	()	Change of use of an existing building	()
Demolition of a building	()	Removal of a building	()
Re-erection of a building	()	Other	()

Proposed use of building⁴

Owner Builder⁵

I intend to carry out the work as an owner builder

[Yes / No]

Value of building work

Is there a contract for the building work?

[Yes / No]

If yes, state the contract price

\$ _____

If no, state the estimated value of building work
(including the cost of labour and materials)

\$ _____

Stage of building work

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

Extent of stage:

Value of building work for this stage

\$ _____

Signature

I, the undersigned, have carefully read and fully understand the 'terms of engagement' specified on the following pages numbered 3 and 4 and accept responsibility for the payment of all fees incurred in the processing of the Building Application.

Signature of owner or agent

Date

Name of Signatory

Notes:

1. Building Practitioner means a building surveyor; or building inspector, or quantity surveyor; or engineer engaged in the building industry; or draftsman who prepares plans for building permit application; or a builder including a domestic builder; or a person who erects or supervises the erection of prescribed temporary structures.
 2. Include building practitioners with continuing involvement in the building work.
 3. Include only building practitioners with no further involvement in the building work.
 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.
 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 1/2 year from the completion of the relevant building work unless they have satisfied certain requirements including obtaining compulsory insurance.
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TERMS OF ENGAGEMENT FOR APPOINTMENT OF RELEVANT BUILDING SURVEYOR

This agreement is for the provision of professional building surveying and other services whereby the following:

Client (Owner/Agent of Owner)

Address: _____

Phone: _____ Mobile: _____

Fax: _____ E-mail Address: _____

Owner (if different from Client): _____

Description of Building Work: _____

Project Address: _____

Appoints Relevant Building Surveyor of Alpine Building Permits and Consultants

Of PO Box 589, Bright, Victoria, 3741

Building Practitioners Board registration no. BS1481, to act as the Relevant Building Surveyor (hereafter referred to as "RBS") pursuant to the provisions of the Building Act 1993 (hereafter referred to as "Act") and Building Regulations 2006 (hereafter referred to as "Regulations") and shall pay the fees as nominated hereunder, or to be determined, and the RBS accepts the appointment pursuant to the following terms and conditions:

1. SCOPE OF APPOINTMENT - MANDATORY SERVICES OF RELEVANT BUILDING SURVEYOR/INSPECTOR

- Assess the building permit application under the Act and Building Code of Australia deemed to satisfy controls.
- Collect and remit the applicable building permit levy to the Building Control Commission.
- 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.

FEES

- Relevant Building Surveyors fees for services nominated in scope of appointment above (as per written quotation otherwise to be determined). An Hourly rate of \$220, including GST, is the minimum rate for a qualified building surveyor.
- G.S.T. - 10% of above
- State Government Building Permit levy - \$1.28/\$1000 value of works
- Local Council property information - \$ charged at cost
- Local Council Town Planning information - \$ charged at cost
- Local Council flood report and LPD details - \$ charged at cost
- Water Authority flood report - \$ charged at cost
- Local Council Lodgement fee - \$ charged at cost
- Sewer asset information - \$ charged at cost
- Council Heritage Consent for demolition/façade alterations - \$charged at cost

TOTAL PAYABLE AT APPLICATION STAGE OR PRIOR TO PERMIT ISSUE \$ _____ (Min \$500 or as Invoiced)

(Other fees payable where applicable as per Clause 3 & 4 will be separately advised including fees not yet determined/referred to above)

2. NUMBER OF INSPECTIONS TO BE PROVIDED AND/OR INCLUDED (as determined by Alpine Building Permits and shown on quote).

Further inspections where requested by the client, or required by the RBS, will be charged at \$110.00 (min) per inspection, (or as quoted for area's outside the Alpine Shire.

3. OTHER SERVICES TO BE PROVIDED OR OTHERWISE REQUIRED & APPLICABLE FEES

- Preparation of; Regulation dispensations, Alternative solutions, Performance assessments, Protective work advice, Plan amendment, Rescode variation submission to council or similar will be charged at \$220 per hour
- Building Notices & Orders where required to secure compliance will be charged at \$250.00 minimum

Executed by the parties as an agreement

SIGNED (Owner/Agent of Owner) _____ **Date** _____

Name for and on behalf of client _____

Signed (Alpine Building Permits) _____ **Date** _____

Name for and on behalf of RBS _____

IMPORTANT: Read and understand conditions of engagement over page before signing this document.

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CONDITIONS OF ENGAGEMENT

1. DISBURSEMENTS:

- a) State Government building permit levy as nominated in Clause 1 and all required fees 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 in Clause 1 relating to property information and the like will be charged at cost.

2. **PAYMENT:** The fee specified in Clause 1 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 relevant private Building Surveyor.

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. 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 Owner, or Agent of Owner, is responsible to make suitable enquiries to the local Council to ensure that a Town Planning Permit is or is not required prior to commencing works. 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 or written confirmation that negates the requirement for a Planning Permit has been obtained from the Relevant Council.

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 Clause 1 of this 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; or
- b) The scope of the mandatory services specified in Clause 1 of the 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 Clauses 2 & 3 of this agreement and payment shall be duly made within seven (7) 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 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 the 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 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 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. The appointment of an RBS is limited to ensuring the work carried out complies with 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. The client has the discretion to vary from the BCA requirements where in his opinion another suitable alternative is acceptable to the RBS and the built building performs to the performance requirement level of the BCA.

11. PURPOSE OF INSPECTION

Building inspections will be normally carried out by employees and/or subcontractors on behalf of the RBS. Where it is necessary for the RBS to carry out an inspection, they reserve the right to charge the client as per clause 3. Inspections carried out will be the minimum required to ensure compliance with the Act and Regulations and not supervision of 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 - refer Clause 3.

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 as per Clause 3. It is the Client's responsibility to ensure that each inspection is approved prior to continuing work not the RBS responsibility to advise the client of non-complying items.

13. DEBT COLLECTION

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.

14. ALTERATION TO PERMIT FEES

Building Permit fees quoted or listed in correspondence to you are only valid for 120 days. Should the Permit not be issued within that period, Alpine Building Permits & Consultants reserves the right to alter the permit fee in line with market prices and the fee guideline put out by the Australian Institute of Building Surveyors.

15. TERMINATION OF THIS AGREEMENT

The parties to this Agreement hereby agree to the termination of this Agreement and any responsibilities thereto as outlined under the Building Act 1993 should the Relevant Building Surveyor or Alpine Building Permits & Consultants fail to gain Professional Indemnity Insurance (as required by Section 135 of the Building Act 1993) for the following financial period as outlined by the current policy held by Alpine Building Permits & Consultants. The Parties further agree that all fees and monies paid to Alpine Building Permits & Consultants may be retained regardless of stage of building works reached at such period that the Insurance ceases to exist.

NOTES: RBS means Alpine Building Permits & Consultants. Client means Owner/Agent of Owner as specified on the Application Form.

SIGNED: Owner/Agent of Owner

Date