



ASPER Pty Ltd

Building Surveying

FORM 1
Regulation 24
Building Act 1993
Building Regulations 2018

APPLICATION FOR A BUILDING PERMIT

TO: (Private Building Surveyor Unlimited) Paul Milner BS-U 1125

Asper Pty Ltd

FROM

☐ Owner / ☐ Agent of Owner / ☐ Owner Builder ACN/ARBN:

POSTAL ADDRESS: POSTCODE:

ADDRESS FOR SERVICING OR GIVING OF DOCUMENTS: POSTCODE:

CONTACT PERSON: TELEPHONE: EMAIL:

OWNERSHIP DETAILS

OWNER: ACN/ARBN:

POSTAL ADDRESS: POSTCODE:

CONTACT PERSON: TELEPHONE: EMAIL:

LESSEE RESPONSIBLE FOR BUILDING WORKING

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

CONTACT PERSON: TELEPHONE:

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 ☐

PROPERTY DETAILS

Number Street/Road: City/suburb/town: Postcode:

Lot/s LP/PS: Volume: Folio:

Crown allotment: Section: Parish: County:

Municipal District: Allotment area (for new dwellings only) m²:

Land owned by the Crown or a public authority: ☐

BUILDER

NAME:		TELEPHONE:	
CATEGORY CLASS:		REGISTRATION NO.:	
ACN/ARBN:			
POSTAL ADDRESS:			POSTCODE:
EMAIL ADDRESS FOR SERVING OR GIVING OF DOCUMENTS:			

[If the builder is carrying out domestic building work under a major domestic building contract, attach an extract of the major domestic building contract showing the names of the parties to the contract in relation to the proposed building work and a copy of the certificate of insurance (if applicable).]

*NATURAL PERSON FOR SERVICE OF DIRECTIONS, NOTICES AND ORDER (if builder is a body corporate)

NAME:		TELEPHONE:	
POSTAL ADDRESS:			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.]

NAME	CATEGORY/CLASS	REGISTRATION NUMBER

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 [give description]	☐		

PROPOSED USE OF BUILDING:	
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NOTE

Under the **Building Act 1993** *swimming pool* is defined to include a spa.

SOCIAL HOUSING

Does any of the building work include the construction of social housing as referred to in regulation 281B? ☐ 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 BUILDER

I intend to carry out the work as an owner builder

☐ Yes ☐ No

Owner builder certificate of consent no. (if applicable):

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 this 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 APPLICANT:

DATE:

* Delete if inapplicable

† ☒ if applicable

Attachment

As of 1 January 2021, estimated Cost of Works must be provided for each class of building. This information will be provided to the Victorian Building Authority for record and levy purposes.

Please provide the following information for the whole project, please put each class of building in a separate row:

CLASS OF BUILDING	PART OF BUILDING	ESTIMATED COST OF WORK

If applicable, please provide the following information for this stage of works, please put each class of building in a separate row:

CLASS OF BUILDING	PART OF BUILDING	ESTIMATED COST OF WORK

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—

- (i) an architect; 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 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.

Note 6: Additional fees apply if Asper Building Surveying are to produce a Directions to Fix, Building Notices and or Building Orders

BUILDING REGULATIONS 2018
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 Victorian Building Authority (VBA) 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) – Paul Milner of ASPER PTY LTD (I) 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 ASPER PTY LTD 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 ASPER PTY LTD 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 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 or as determined by the relevant private building surveyor. ASPER 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 issued by ASPER. 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 quality 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, Directions to Fix, Building Notices, Building Order 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 required 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 within 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 certificates 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 Victorian Building Authority (VBA). 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 adequate 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. Directions to Fix, Building Notices & Orders

Directions to Fix, 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 Building Regulations, Directions to Fix, Building Notices and Building 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 produced.