Nepean Building Permits
ABN: 35 264 254 279 ACN: 103 281 527

1-5/1283 Point Nepean Road
PO Box 2234
Rosebud Victoria 3939
T 03 5986 2466

www.nepeanbuildingpermits.com.au
info@nepeanbuildingpermits.com.au

Form 1 Regulation 24 Building Act 1993 Building Regulations 2018

APPLICATION FOR A BUILDING PERMIT

To: Relevant Building Surveyor
Comet Trail Pty Ltd

From: Owner / Agent of Owner (circle applicable)

Name:

ACN/ARBN (if applicable):

Postal Address:

Postcode:

Address for serving or giving documents:

Postcode:

Contact Person: Telephone:

Email:

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

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 the lessee (tick if applicable) ☐ Contact person: Telephone:

Ownership details (if applicant is agent of owner):

Name of owner(s):
[insert full name(s)]:

ACN/ARBN (if applicable):

Postal Address:

Postcode:

Contact Person: Telephone:

Email:

Property Details:

Number: Street/Road:

City/Suburb/Town: Postcode:

Lot/s: LP/PS: Volume: Folio:

Crown Allot: Section: Parish: County:

Municipal district:_____ Allotment area (for new dwellings only) m^2:_____

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

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Builder (if known):

[*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*]. *Note: A Natural person for service of directions, notices and orders must be listed.*

Name:

ACN/ARBN:

Postal Address:

Postcode:

Contact Person: Telephone:

(must be natural person)

Email:

Building Practitioner No:

Building practitioner/s or architect/s 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:	Reg No:
Name:	Category/Class:	Reg No:
Name:	Category/Class:	Reg No:
Name:	Category/Class:	Reg No:

Nature of building work (tick applicable or give other description):

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

Other (give description):

Proposed use of building:

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 of the Building Regulations2018?	Yes ☐	No ☐
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 in regulation 166Jb) of the Building Regulations 2018?	Yes ☐	No ☐

Signature:

Signature of applicant:

Name of applicant: Date:

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Cost of building work:

Note: All costs specified in an application are to be inclusive of GST

IF APPLICATION IS MADE BY A PERSON OTHER THAN AN OWNER-BUILDER

PART A:

Is there a contract or agreement (other than a cost-plus contract or agreement) with a builder for carrying out the building work? Yes ☐ No ☐

If yes, specify the contract price or agreed amount to be paid to the builder (including the cost of labour and materials) under the contract or agreement: $_____

If no, is there a cost-plus contract or agreement with a builder for carrying out the building work? Yes ☐ No ☐

If yes, specify the builder's estimate of the total amount that the builder will receive or is likely to receive (including for the cost of labour and materials) under the contract or agreement: $_____

Specify the cost of any chattel under the contract or agreement: $_____

Specify the cost of any prescribed excluded item under the contract or agreement: $_____

PART B:

Specify the class or classes of building to which the building work relates:

Does the building work relate to both –

(i) One or more buildings in a class 2, 3, 4, 5, 6, 7 or 8 building; and

(ii) One or more buildings in a class 1, 9 or 10 building? Yes ☐ No ☐

If yes, specify the information required as above (if applicable) according to whether the building work relates to –

(i) Buildings in a class 2, 3, 4, 5, 6, 7 or 8 building; and

(ii) Buildings in class 1, 9 or 10 building. _____

_____

PART C:

All stages of staged building work:

Does the application relate to a stage of the whole of the building work? Yes ☐ No ☐

If yes, specify the extent of the stage: _____

Is there a contract or agreement (other than a cost-plus contract or agreement) for carrying out the whole of the building work for all of the stages: Yes ☐ No ☐

If yes, specify the contract price or agreed amount to be paid to the builder (including for the cost of labour and materials) under the contract or agreement: $_____

If no, is there a cost-plus contract or agreement with a builder for carrying out the whole of the building work for all of the stages? Yes ☐ No ☐

If yes, specify the builder's estimate of the total amount that the builder will receive or is likely to receive (including for the cost of labour and materials) under the contract or agreement: $_____

Specify the cost of any chattel under the contract or agreement: $_____

Specify the cost of any prescribed excluded item under the contract or agreement: $_____

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IF APPLICATION IS MADE BY AN OWNER-BUILDER

PART A:

I intend to carry out the building work as an owner-builder: Yes ☐ No ☐

Specify the owner-builder certificate of consent number *(if applicable):* _____

Specify the owner-builder's estimated cost (including for labour and materials) of the owner-builder carrying out the building work: $_____

PART B:

Will the owner-builder be engaging one or more builders to carry out part of the building work? Yes ☐ No ☐

If yes, specify the information in relation to whichever of the following applies –

(i) If the engagement is under a contract or agreement that is not a cost-plus contract or agreement, specify the contract price or agreed amount to be paid to each builder (including for the cost of labour and materials) $_____

(ii) If the engagement is under a cost-plus contract or agreement, specify the builder' estimated amount that each builder will receive or is likely to receive (including for the cost of labour and materials): $_____

PART C:

Specify the cost of any chattel relating to PART A and or PART B: $_____

Specify the cost of any prescribed excluded item relating to PART A and or PART B: $_____

PART D:
All stages of staged building work by owner-builder:

Does the application relate to a stage of the whole of the building work? Yes ☐ No ☐

If yes, specify the extent of the stage: _____

Specify the owner-builder's estimated cost (including for labour and materials) of the owner-builder carrying out the whole of the building work for all stages: $_____

Specify the cost of any chattel in relation to building work carried out by the owner-builder: $_____

Specify the cost of any prescribed excluded item in relation to building work carried out by the owner-builder: $_____

Is there a contract or agreement (other than a cost-plus contract or agreement) with a builder to carry out part of the whole of the building work for all of the stages: Yes ☐ No ☐

If yes, specify the contract price or agreed amount to be paid to the builder (including for the cost of labour and materials) under the contract or agreement: $_____

If no, is there a cost-plus contract or agreement with a builder to carry out part of the whole of the building work for all of the stages? Yes ☐ No ☐

If yes, specify the builder's estimate of the total amount that the builder will receive or is likely to receive (including for the cost of labour and materials) under the contract or agreement: $_____

Specify the cost of any chattel under the contract or agreement: $_____

Specify the cost of any prescribed excluded item under the contract or agreement: $_____

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PART E:
Specify the class or classes of building to which the building work relates:

Does the building work relate to both –

(i) One or more buildings in a class 2, 3, 4, 5, 6, 7 or 8 building; and

(ii) One or more buildings in a class 1, 9 or 10 building?

Yes ☐ No ☐

If yes, specify the information required under PART A and/or PART B (if applicable) and under PART C and PART D (if applicable) according to whether the building work relates to –

(i) Buildings in a class 2, 3, 4, 5, 6, 7 or 8 building; and

(ii) Buildings in class 1, 9 or 10 building.

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 Name (Owner/Agent of Owner):

Address:

Telephone:

Email:

Owner (if different from client):

Description of Building Works:

Project Address:

Appoints Comet Trail Pty Ltd Of Shop 1-5, 1283 Point Nepean Road, Rosebud 3939, Building Practitioners Board registration no. CBS-U58177 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 the Building Regulations (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:

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

- To assess all documents lodged with the application for building permit or later requested by the RBS to determine compliance with the Act and Regulations including the Building Code of Australia.
- Collect and remit the applicable building permit levy to the Victorian Building Authority.
- Carry out or cause to be carried out mandatory inspections or other inspections deemed necessary by the RBS and issue directions, notices or orders as necessary to require completion of the work in accordance with the building permit, the Act and the Regulations.
- Issue the applicable occupancy permit or certificate of final inspection.
- Provide copies of all relevant permit documents to the Council.
- Without limiting any of the above, performing at his absolute discretion, any powers and functions given to the RBS by the Act and the Regulations.

FEES

- RBS fees for services nominated in scope of appointment above (as per written quotation or otherwise to be determined). An hourly rate of $330, including GST, is the minimum rate for a qualified building surveyor.
- GST = 10% of above.
- State Government Building Permit levy = $1.28/$1000 value of works (for cost of works over $10,000).
- Professional Indemnity Insurance Fee = 10% of Building Permit & Inspection Fee.
- Local Council Fees - Property Information, Town Planning Information, LPD details, Heritage Consent for demolition/façade alterations, Building Permit Lodgement - $ charged at cost.
- Water Authority flood report - $ charged at cost.
- Sewer asset information - $ charged at cost.
- TOTAL PAYABLE FEE AFTER APPLICATION STAGE OR PRIOR TO PERMIT ISSUE Min $500 or as quoted or as invoiced) (Other fees where applicable as per Clause 2 & 3 will be separately advised including fees not yet determined/referred to above)

CLAUSE 2. NUMBER OF INSPECTIONS TO BE PROVIDED AND/OR INCLUDED
(as determined by RBS and shown on quote or invoice).

Further inspections where requested by the client, or required by the RBS, will be charged at $180.00 (min) per inspection, (or as determined for areas outside Mornington Peninsula).

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

- Assessment, and consideration, of 'Performance Solution' submissions under the Performance Provisions in the NCC-BCA; Protection Works determinations/assessments; Attendance at Appeals; Modification Submission Assistance; Building Regulations 'Determinations'; or the like will be charged at $330 (inc. GST) per hour plus statutory fees/costs.
- Building Notices & Orders where required to secure compliance will be charged at $550 (min) including GST per notice or order.
- Copying or printing of any documentation necessary for application assessment or permit issue and to fulfil minimum numbers of copies as required by the Regulations (generally 1 hard copy & one electronic copy required) – charged at cost. Unless specifically advised, and prior to permit issue, all relevant documentation will be copied at client's expense and fees charged to enable the issue of the permit.
- Amendments to Building Permits require the submission of all amended documents related to the variation. The RBS shall assess the variation and charge for all work performed as set out in Clause 1, 2 & 3 above.

Executed by the parties as an agreement

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

Name (for and on behalf of client)

Signed (for and on behalf of RBS) **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 (page 3) and all required fees must be paid before a building permit can be issued by the RBS pursuant to Section 205G of the Act.
   b. Statutory fees incurred by the RBS over and above the sum nominated in Clause 1 (page 3) relating to property information and the like will be charged at cost.
2. **PAYMENT:** The fee specified in Clause 1 (page 3) 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 RBS.
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, 2 & 3 (page 3) 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, 2 & 3 (page 3) of the agreement and/or
   c. Act or Regulations require the RBS to proceed with such further work to 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 1, 2 & 3 (page 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 RBS.
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 the agreement is terminated before commencement or completion, the Client must notify the VBA 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 VBA.
10. **THE BUILDING PERMIT & THE RBS**: The building permit issued will be an assessment of the drawings for compliance with the 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 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**: 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 2 (page 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 (page 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 (page 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. Interest on overdue payments shall be charged at 12% per annum.
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, Comet Trail Pty Ltd reserves the right to alter the permit fee.
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 Act should the RBS fail to gain Professional Indemnity Insurance (as required by Section 135 of the Act) for the following financial period as outlined by the current policy held by Comet Trail Pty Ltd. The Parties further agree that all fees and monies paid to Comet Trail Pty Ltd may be retained regardless of stage of building works reached at such period that the Insurance ceases to exist.

NOTES: RBS means Comet Trail Pty Ltd. Client means Owner/Agent of Owner as specified on the Application Form.

Signed: Owner/Agent of Owner:_____**Date:** _____

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