

**TERMS OF APPOINTMENT
RELEVANT BUILDING SURVEYOR
&
APPLICATION FOR BUILDING PERMIT FORM 1**

Part 1.

TERMS OF APPOINTMENT

(To Be Signed & Dated by the Applicant)

Part 2.

APPLICATION FOR BUILDING PERMIT Form 1

(To Be Fully Completed by the Applicant)

Part 3.

1. NATURE OF CONTRACT
2. OWNERS WARRANTIES AND INDEMNITIES
3. SERVICE OF NOTICES
4. INFORMATION
5. LEGISLATIVE REQUIREMENT – COMPLIANCE
6. THE RBS' REPRESENTATIVES AND KEY PERSONNEL
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Part 4.

FEE SCHEDULE

Part 1.

TERMS OF APPOINTMENT

I,
(Applicant/Owner First Name) (Applicant/Owner Surname)

Applicant and Owner contact details detailed in the Application for Building Permit.

hereby apply to

The Municipal Building Surveyor of
Hume City Council
1079 Pascoe Vale Rd Broadmeadows 3047

to act as the *Relevant Building Surveyor (RBS)* in respect of the proposed *building work* described in the Application for Building Permit (Form 1)

In entering into this agreement and making this Application for Building Permit I hereby agree to these Terms of Appointment, I acknowledge that I am fully informed of the role of the *RBS*, that the application fees and charges must be paid upon application, that I will be liable to pay any additional fees consistent with the duties, functions and responsibilities of the *RBS* in accordance with Council's Fee Schedule and that no refunds will be available.

Agent Authority

In signing this as an agent of the owner of the subject property I hereby acknowledge that and am duly authorised pursuant to section 248 of the *Building Act 1993* to enter into this Terms of Appointment and make application for a Building Permit for and on behalf of the *owners*.

Signed:..... Date:.....
Signature of Applicant Agent Owner (tick applicable)

Part 2.

FORM 1
Regulation 24
Building Act 1993
Building Regulations 2018



APPLICATION FOR BUILDING PERMIT

Attention: The applicant is required to fill out every part of this form

To:

Municipal Building Surveyor of Hume City Council	
1079 Pascoe Vale Rd Broadmeadows 3047	
Ph. 03 9205 2200	E-mail: contactus@hume.vic.gov.au Web: www.hume.vic.gov.au

PART A - APPLICANT DETAILS

I AM MAKING THIS APPLICATION FOR A BUILDING PERMIT AS: THE OWNER <input type="checkbox"/> THE AGENT <input type="checkbox"/>			
Name	ACN/ABN		
Postal Address	Postcode		
Address for serving or giving documents			
Postal Address	Postcode		
Indicate if the applicant is a lessee or licensee of Crown Land to which this application applies (tick if applicable) <input type="checkbox"/>			
Contact Person	<i>Lessee Responsible for building work: Indicate if a lessee of the building, of which parts are leased to different persons, is responsible for the alterations to a part of the building leased by that lessee.</i>		
Telephone (BH)		Mobile	
Fax		Email	

PART B - OWNERSHIP DETAILS

Name	ACN/ABN		
Postal Address	Postcode		
Contact Person			
Telephone (BH)		Mobile	
Fax		Email	

PART C - PROPERTY DETAILS

Number	Lot/s	Street/ Road	
City/Suburb/Town		Postcode	LP/PS
Volume	Folio	Crown Allotment	Section
Parish		County	
Municipal District		Allotment Area (for new dwelling only) m2	
Land owned by Crown or Public Authority	<input type="checkbox"/> *		
	* tick if applicable		

PART D – BUILDER (If known)

Name		Telephone	
Postal Address	Postcode		
Telephone (BH)		Mobile	
Fax		Email	

PART E – BUILDING PRACTITIONERSⁱ AND/OR ARCHITECT

(a) to be engaged in the building workⁱⁱ

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 the application for the permitⁱⁱⁱ

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

PART F – NATURE OF BUILDING WORK*

Construction of a new building	<input 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"/>	Construction of swimming pool or spa barrier	<input type="checkbox"/>
Construction of a swimming pool or spa	<input type="checkbox"/>	Other	<input type="checkbox"/>
Proposed use of Building ^{iv} (Full Description)	(e.g. New Dwelling, Extension, Carport, Swimming Pool, Factory)		

*tick if applicable or give other description

PART G – OWNER BUILDER^v (if applicable)

I intend to carry out the work as an owner builder	<input type="checkbox"/> YES <input type="checkbox"/> NO
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PART H – COST OF BUILDING WORK

Is there a contract for the <i>building work</i> ?	<input type="checkbox"/> YES <input type="checkbox"/> NO
If yes, state the contract price	\$
If no, state the estimated cost of the <i>building work</i> (including the cost of labour and materials) and attach details of the method of estimation.	\$

PART I – STAGE OF BUILDING WORK (if application is to permit a stage of the work)

Extent of stage	
Cost of work for this stage	\$

Materials	Type	Areas M ²	M ²
Ground floor		Dwelling	
External Wall		Other buildings	
Roof		Total building/s area	
Frame		Allotment area	

The collecting of information on this form is for the purpose of providing the service or permit. The information will be used for administration of this service or permit, but will not be disclosed to any other party except as required by law. If you fail to provide this information, the service or permit may not be processed. You may access this information by contacting the Municipal Building Surveyor.

NOTES:

To formalise Application for Building Permit sign and date page 2 the Terms of Appointment.

Note i 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; or
- (j) a person (other than a domestic builder) who does not carry on the business of building

Note ii Include building practitioners with continuing involvement in the *building work*.

Note iii Include only building practitioners with no further involvement in the *building work*.

Note iv The use of the building may also be subject to additional requirements under legislation such as **the Liquor Control Reform Act 1998** and the **Dangerous Goods Act 1985**.

Note v If an owner builder, there are restrictions on 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.

PART J – SUPPORTING DOCUMENTATION

No.	Documentation Required	Supplied	Not Supplied	Not Applicable
1.	Application for Building Permit Form 1.			
2.	Current Certificate of Title, including Plan of subdivision (allotment plans) & other relevant title documents (eg. S173 agreements or Covenant details). Land Title documents can be obtained from the Land Information Centre at 570 Bourke Street Melbourne, telephone 03 8636 2010 or www.land.vic.gov.au . On receipt of this document Council will be in a position to advise if developer approvals are required.			
3.	Storm Water Legal Point of Discharge (if Applicable).			
4.	Property & Planning Information Certificates from Council.			
5.	Report & Consent documents (where applicable).			
6.	Planning Permits Copies (where applicable)			
7.	3 x copies of Site Plans showing all relevant information including allotment dimensions, site levels, easements, building setbacks, storm water and agricultural drainage system layouts and point of discharge, any Site Cuts or Retention Systems, details of buildings on adjoining Allotments for the purpose of Part 5 of the building regulations etc. Minimum Scale 1:500.			
8.	3 x copies of fully dimensioned Architectural Plans and Elevations showing floor levels, dimensions, heights, construction details, sectional elevations, light & ventilation analysis, sanitary facilities etc. Including analysis for determining Part 5 matters such as setbacks, site coverage, building heights and siting, carparking, overlooking and overshadowing, termite barrier system specifications, BAL assessment report etc. Minimum Scale 1:100.			
9.	3 x copies of Engineering Designs , geotechnical reports, structural designs, drawings, details, computations, footings systems, any retention systems, drainage systems, tanking systems, fire engineering designs, mechanical systems, hydraulics systems etc.			
10.	3 x copies of Energy Rating Reports and designs 5 Star for new dwellings Section J for commercial industrial and public buildings.			
11.	Certificates of Compliance (where required)			
12.	Domestic Contracts Insurance Certificate where cost exceeds \$16,000 (Not applicable to Owner builders or Commercial Building Works).			
13.	3 x copies of Building Specifications for the Building Works including Retention Tanking and Drainage systems, Framing Schedule, Door & Window Schedule etc.			
14.	Protection Works Notices (Forms 7 & 8). (where required)			
15.	Owner Builder certificate of consent – applicable for domestic building work over \$16,000			
	Other documents required by the RBS			

Part 3.

1 NATURE OF CONTRACT

- 1.1 The *RBS* shall carry out upon request by the *owner*, and in accordance with the *Building Act 1993* and the *Regulations*, the *Services* in accordance with this Agreement
- 1.2 The *owner* shall pay the *Council* the *fees* and *fee adjustments* in accordance with this Agreement.

2 OWNERS WARRANTIES AND INDEMNITIES

- 2.1 The *owner* warrants:
 - (a) the accuracy and completeness of all information given to the *RBS*;
 - (b) that the *RBS* when carrying out *the Services* acts with the *owner's* authority;
 - (c) that no other person has been appointed as *RBS* for the *subject property*.
- 2.2 The *owner* shall indemnify the *RBS* against any claims in respect of the *RBS* acting within authority as the *owner's* agent.

3 SERVICE OF NOTICES

- 3.1 A notice (and any other document) shall be deemed to have been given and received:
 - (a) if addressed or delivered to the relevant address in this Agreement or last address communicated in writing to the person giving the notice; and
 - (b) on the earliest day of
 - (i) actual receipt;
 - (ii) confirmation of correct transmission of fax; or
 - (iii) two (2) days after posting.

4 INFORMATION

- 4.1 The *owner* shall:
 - (a) promptly answer any reasonable enquiries made by the *RBS* in connection with the *Services*;
 - (b) direct others to liaise, co-operate and confer with the *RBS* when necessary; and
 - (c) provide the *RBS* with all relevant information.

5 LEGISLATIVE REQUIREMENTS – COMPLIANCE

- 5.1 If a *legislative requirement* necessitates a change to:
 - (a) the *owner's* project requirements;
 - (b) the *building work*;
 - (c) the *Services*; or
 - (d) a *fee* or charge or payment of a new *fee* of charge;there shall be a *fee adjustment*.

6 THE RBS' REPRESENTATIVES AND KEY PERSONNEL

The *RBS* shall provide the *Services* personally or by a competent representative.

7 PAYMENT

- 7.1 The *RBS* shall claim payment in accordance with the *fee schedule* attached to this Agreement;
- 7.2 Each claim shall be in writing, include details for the value of *Services* provided together with any disbursements incurred by the *RBS* and may include details of other moneys then due to the *RBS* pursuant to the provisions of this Agreement.
- 7.3 The *owner* shall pay any claim made by the *RBS* within 14 days of the date of the claim.

8 INTEREST

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

9 TERMINATION

- 9.1 The termination of the *RBS* under this Agreement may only occur with the *owner* first obtaining written consent to terminate from the *Victorian Building Authority* pursuant to Section 81(1) of the *Building Act 1993*. *The Municipal Building Surveyor* carrying out the functions of *RBS* within the Hume Municipal district is not subject to the termination provisions of section 81(1) of the *Building Act 1993*.
- 9.2 If this Agreement is terminated in accordance with clause 9.1, the *owner* shall pay to the *RBS* all outstanding payments owing to the *RBS* at the time of termination.
- 9.3 The *RBS* shall be entitled to charge additional fees for costs and disbursements arising as a consequence of the termination.

10 THE SERVICES

10.1 Building Permit

- (a) The *owner* may lodge an application for a building permit to be issued by the *RBS*.
- (b) The *owner* in making an application for a building permit must:
- (i) complete an Application for Building Permit Form 1 Annexed hereto;
 - (ii) pay the required *fee*;
 - (iii) pay the required lodgement *fee* under the *Building Act 1993*;
 - (iv) pay the required building permit levy under the *Building Act 1993*;
 - (v) comply with the requirements of the *Building Act 1993*;
 - (vi) provide all documents and information required under the *Building Act 1993* and its *Regulations* or as requested by the *RBS*;
 - (vii) comply with the conditions of any Planning Permit or other prescribed approval issued in relation to the *subject property*;
 - (viii) state the contract price for the *building work* including the costs of labour and materials if there is a contract for the *building work*; or

- (ix) in any other case provide such sufficient information to enable the *RBS* to estimate the costs of the *building work* including the cost of labour and materials; and
- (x) include any necessary report and consent of any prescribed reporting or service authority under the *Building Act 1993* or any necessary permit or approval of a responsible authority under the *Planning and Environment Act 1987*.

(c) The *RBS* may:

- (i) request further information from the *owner*;
- (ii) issue a building permit for a stage of the *building works*;
- (iii) issue a building permit with conditions;
- (iv) issue a building permit without conditions; or
- (v) refuse to issue a building permit.

10.2 The building permit once issued shall be forwarded to the *owner and /the owner's agent*.

10.3 **If a Building Permit is refused**

If an application for a building permit is refused by the *RBS* the *owner* may make a further application for a building permit.

10.4 **Variation of Building Permit**

The *owner* may lodge an application requesting a building permit be varied and or extended by the *RBS*;

The application must:

- (a) be in writing;
- (b) include all documents required under the *Building Act 1993* and the *Regulations* or requested by the *RBS*;
- (c) be accompanied by the required *fee* as per this Agreement.

11 **NON COMPLIANCE**

If the *owner/ owner's agent* fails to comply with:

- (a) the building permit and/or its conditions;
- (b) any directions issued by the *RBS*;
- (c) a section of the *Building Act 1993* and the *Regulations*; and
- (d) the *RBS* provides additional *Services* under the *Building Act 1993*, the *Regulations* or this Agreement;

the *owner* shall pay the *RBS* a *fee adjustment* in accordance with this Agreement.

12 INSPECTIONS

- 12.1 If the *RBS* is requested by the *owner* or the *owner's* agent to carry out an inspection of the *building works*, the *owner* shall provide the *RBS* with not less than 24 hours notice and shall cease any works on the *subject property* until such time as the *RBS* has caused the *subject property* to be inspected.
- 12.2 The *owner* shall pay the *RBS* the *fee* or a *fee adjustment* required under this Agreement for any inspections.

13 ADDITIONAL SERVICES

- 13.1 The *RBS* may perform additional *Services* in exercising its obligations under this Agreement, the *Building Act 1993* and its *Regulations* and or any other relevant legislation including but not limited to:
- (a) obtaining additional information and documents from a *council* and other authority;
 - (b) carrying out additional inspections of the *subject property*;
 - (c) reporting any matters to the *Victorian Building Authority* or other authority;
 - (d) responding to any requests for information from the *Victorian Building Authority* or other authority including but not limited to a *council* and the *Building Appeals Board*;
 - (e) issuing any directions, notices or orders under the *Building Act 1993* and the *Regulations*.
- 13.2 Upon the *RBS* carrying out additional *Services* the *owner* shall pay the *RBS* the *fee* or a *fee adjustment* required under this Agreement.

14 OWNERS OBLIGATIONS

- 14.1 The *owner* hereby acknowledges his/her/its ongoing obligations pursuant to the *Building Act 1993* and the *Regulations* including but are not limited to:
- (a) providing the *RBS* with unfettered access to the *subject property*;
 - (b) not obstructing the *RBS* in carrying out its functions;
 - (c) not provide the *RBS* with any information which may be misleading or deceptive;
 - (d) advising the *RBS*:
 - (i) of any changes in relation to the engagement of a *Building Practitioner* or an insured architect within 14 days of such change;
 - (ii) of any change to the *owner's* address;
 - (iii) if *building works* cease on the *subject property*;
 - (iv) if the *subject property* is transferred to a new *owner*, and
 - (e) ensuring the *building works* the subject of any building permit issued by the *RBS* are carried out in accordance with the building permit, directions of the *RBS*, the *Building Act 1993* and the *Regulations*.

15 ENTIRE AGREEMENT

This document embodies the entire agreement between the parties and any previous or simultaneous negotiations, representations, arrangements and agreements are superseded by this Agreement. No amendment or variation may be made to this Agreement other than in writing executed by each of the parties.

16 SEVERANCE

In the event that any condition or provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever that condition or provision shall be read down to the extent necessary to give it, if possible, partial operation, but if that is not possible, the condition or provision may be severed and the remainder of this Agreement shall remain in full effect.

17 DEFINITIONS

In this Agreement—

Building	includes structure, temporary building, temporary structure and any part of a building or structure;
Building Appeals Board	means the Building Appeals Board under Part 10 of the Building Act 1993;
Victorian Building Authority	means the Victorian Building Authority under Part 12 of the Building Act 1993;
Building Practitioner	has the same meaning as it has in 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 <i>Local Government Act 1989</i> ;
Domestic Building Work	has the same meaning as it has in the <i>Domestic Building Contracts Act 1995</i> ;
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: <ul style="list-style-type: none">(a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where Services are being provided;(b) Certificates, licences, 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 a person for the time being appointed, employed or nominated by a council as its municipal building surveyor for the purposes of this Act;
Owner	means <ul style="list-style-type: none">(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 <i>Crown Land (Reserves) Act 1978</i> 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 <i>public authority</i> that manages or controls the land;(d) in relation to a building, means the owner of the land on which a building is situated;

Part 4.

FEE SCHEDULE

Charges outlined in this Fee Schedule comprise fees, expenses and any applicable GST. Fees are calculated at an hourly rate (or part thereof) unless otherwise stated. Each attendance is calculated in multiples of 6 minute units or part thereof. * Fees do not include any applicable GST, which shall appear as a separate item on accounts.

The time spent may include telephone attendances, preparation and consideration of correspondence and documents, advice, research, travelling time, consultations with you or with other persons, preparation for and attendance at meetings, court or tribunal hearings, sending of faxes and emails, filing or lodging documents or other work as required to perform the functions of the RBS.

Expenses

Expenses include out of pocket payments or obligations to pay third persons that are incurred or paid on your behalf.

Note: *Fees applicable to each service item listed below refer to the current Hume City Council Building Control Services Fee Schedule as adopted and amended from time to time. If in doubt seek clarification from Hume City Council Building Control Services.*

ITEMS

Application for building permit (Assessment and issue - including one (1) further information request letter)	\$.....
Making any Applications to prescribed reporting authorities	\$..... per hour
Exercising discretionary powers (non-DTS)	\$..... per hour
Assessing an application for a variation to a building permit	\$..... per hour
Assessing an application for a Staged building permit	\$..... per hour
Assessing an application for a Conditional building permit (administration)	\$..... per hour
Attending to any Statutory enforcement functions	\$..... per hour
Additional assessment of Application for building permit (Two (2) or more further information request letters)	\$..... per hour
Attending to any administrative issues which may arise due to false or misleading information	\$..... per hour
Performing Mandatory inspections	\$..... per hour or per inspection (strike out inapplicable)

Performing additional inspections	\$..... per hour or per inspection (strike out inapplicable)
Property visits other than for mandatory or additional inspections	\$..... per hour or per inspection (strike out inapplicable)
Attending to any issues which may arise due to an appeal of any <i>RBS</i> decision	\$..... per hour
Assessing an Application to extend a building permit	\$.....
Assessing an Application to renew a building permit if the permit has lapsed	\$.....
Assessing an Application to Transfer a Building permit to a new owner	\$.....
Carrying out an assessment and issuing a Building Notice	\$.....
Carrying out an assessment and issuing a Building Order	\$.....
Carrying out an assessment and issuing a Cancellation of Building Order	\$.....
Carrying out an assessment and referring a Building Order to the Victorian Building Authority	\$..... per hour
Carrying out an assessment and as necessary cooperating with any Victorian Building Authority proceedings	\$..... per hour
Carrying out an assessment in relation to the Administration of Dual appointment issues	\$..... per hour
Carrying out an assessment in relation to the termination of the <i>RBS</i> and complying with any orders of directions of the Victorian Building Authority	\$..... per hour
Carrying out an assessment and attending to all things in relation to Protection Works under the Building Act 1993	\$..... per hour
Attending to the consideration of any information required to perform any statutory role or function	\$..... per hour
Carrying out any additional non-statutory consulting services	\$..... per hour
Carrying out any additional services not otherwise provided for in this Agreement	\$..... per hour

Interest to be applicable to late payment(s)	12 % per annum on outstanding fees
Photocopying, collating and stapling	\$.....per page
Photograph	\$.....per photo minimum of \$15.00

**The RBS retains discretion to round-up multiples of 6 minute units.*

information is collected for the purposes of complying with the requirements of the Building Act 1993. Council will not disclose this information unless it is permitted to do so in accordance with the Act(s), or per the provisions of Council's Information Privacy and Health Records Policy. Failing to provide sufficient or necessary information may limit Council's ability to provide related service(s).