

**Benchmark**

building consultants Pty Ltd  
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**FORM 1**  
 Regulation 301  
**BUILDING REGULATIONS 2006**  
 Building Act 1993

**APPLICATION FOR A BUILDING PERMIT**

**TO:** **Benchmark** building consultants Pty Ltd  
 PO Box 757, Berwick VIC 3806  
 Steven Esler / Jason Singh – Private Building Surveyor

**FROM:**

Owner\*/agent of owner\* (\* delete if inapplicable).....  
 Postal address..... Postcode.....  
 Telephone Number:..... Mobile:..... Facsimile Number.....  
 Contact person..... Email:.....  
 Address for serving or giving documents: Owner\*/agent of owner\* (\* delete if inapplicable)  
 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.....  
 Postal address..... Postcode.....  
 Telephone Number:..... Mobile:..... Facsimile Number.....  
 Contact person..... Email:.....

**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 dwellings only) m<sup>2</sup>.....  
 Land owned by the Crown or a public authority ☐ (tick if applicable)

**BUILDER:** (if known)

Name..... Contact telephone numbers.....  
 Postal address..... Postcode.....  
 Telephone Number:..... Mobile:..... Facsimile Number.....  
 Contact person..... Email:.....

**BUILDING PRACTITIONERS<sup>1</sup> AND/OR ARCHITECT**

(a) to be engaged in the building work<sup>2</sup>

Name..... Category..... Reg 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 this permit<sup>3</sup>

Name..... Category..... Reg No:.....  
 Name..... Category..... Reg No:.....  
 Name..... Category..... Reg No:.....  
 Name..... Category..... Reg No:.....



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**NATURE OF BUILDING WORKS\***

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"/>		
Other	<input type="checkbox"/>	.....*Tick if applicable or give other description	

Proposed use of building

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**OWNER BUILDER<sup>5</sup> (if applicable)**

I intend to carry out work as an owner builder [Yes/No]

**COST OF BUILDING WORK**

Is there a contract for the building? [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

\$.....

**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 owner or agent..... Date.....

**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 draftsperson 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 except in Part 9 and sections 24(3) and 176(6) of the Act; 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, restrictions on the sale of the property apply under section 137B of the Act. Section 137B also prohibits an owner builder of domestic building work from selling the building within 6½ years from the date of completion of the relevant works unless they have satisfied certain requirements including obtaining compulsory insurance. The Building Commission maintains a current list of domestic insurance providers.



Building and Construction Industry Security of Payment Act 2002  
**BUILDING REGULATIONS 2006**  
Building Act 1993

**CONDITIONS OF ENGAGEMENT**

1. **DISBURSEMENTS**
  - (a) State Government building permit levy as nominated by Benchmark Building Consultants 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 Benchmark Building Consultants relating to property information and the like will be charged at cost.
2. **PAYMENT**

The fee specified by Benchmark Building Consultants 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 Act or as determined by the relevant private building surveyor. Benchmark Building Consultants 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 invoice issued by Benchmark Building Consultants. 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 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 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 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 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 the initial agreement and payment shall be duly made with in 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 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 Control 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 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 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**

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. **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.

Signature of owner or agent.....

Name of owner or agent ..... Date.....