



31B SUN CRESCENT CNR. WATT STREET, SUNSHINE , 3020
 Tele: 9311 1321 - Fax: 9311 1984
 Ausdoc DX 30318 Sunshine
 Email: gibsondell@gibsondell.com.au
 Web: www.gibsondell.com.au
 (ACN 005 949 397 - ABN 76 641 327 877)

APPLICATION FOR BUILDING PERMIT

Building Act 1993
 BUILDING REGULATIONS 2006
 Schedule 2
 Regulation 301
FORM 1

To the Building Surveyor at Gibson Dell P/L

1., From:

SIGN BOTH SIDES OF FORM

OWNER/AGENT OF OWNER (delete as applicable):			
ADDRESS:		POSTCODE:	
Address for delivery or giving of documents		POSTCODE	
IS THE APPLICANT A LESSEE OR LICENSEE OF CROWN LAND TO WHICH THIS APPLICATION APPLIES		YES	NO
CONTACT PERSON:	TELEPHONE	FAX	

2., Ownership Details (ONLY IF AGENT OF OWNER LISTED ABOVE)

OWNER			
POSTAL ADDRESS		POSTCODE:	
CONTACT PERSON	TELEPHONE	FAX	

3., Property details

NUMBER		STREET/ROAD		CITY/SUBURB		POSTCODE::	
LOT/S		LP/PS		VOLUME		FOLIO	
				CROWN ALLOTMENT		SECTION	PARISH
COUNTY		MUNICIPAL DISTRICT		ALLOTMENT AREA (for new dwellings only) m2			
IS THE LAND OWNED BY THE CROWN / PUBLIC AUTHORITY				YES	NO		

4., Builder (if known)

NAME		TELEPHONE		FAX	
POSTAL ADDRESS		POSTCODE:			

5., Building practitioners 1 and/or architect- (a) to be engaged in the building work 2

NAME		CATEGORY/CLASS		REGISTRATION NO	
NAME		CATEGORY/CLASS		REGISTRATION NO	
(If a registered domestic builder is 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 3					
NAME		CATEGORY/CLASS		REGISTRATION NO	
NAME		CATEGORY/CLASS		REGISTRATION NO	

6., Nature of building work*

Construction of a new building		Removal of a building		Extension to an existing building	
Alterations to an existing Building		Demolition of a building		Other	
Change of use of an existing building		Re-erection of a building		* Tick if applicable or give other description	

7., Proposed use of building 4

8., Owner Builder 5 (if applicable): I INTEND TO CARRY OUT THE WORK AS AN OWNER BUILDER. | YES | NO |

9., 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	

10., Stage of building work

IF APPLICATION IS TO PERMIT A STAGE OF THE WORK—			
EXTENT OF STAGE		VALUE OF WORK FOR THIS STAGE	\$

11., Signature

Date:

SIGNATURE OF OWNER OR AGENT		DATE	
-----------------------------	--	------	--

TURN PAGE OVER AND SIGN ON BACK

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; 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 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 Building Control Commission maintains a current list of domestic insurance providers.

Warrants and Conditions of Contract:

1., I/we advise that in the 12 months prior to this application date another building surveyor has not been appointed to conduct an assessment of the building work being the subject of this application, contradiction of this provision will cause the implementation of clause 4 below .

2., I/we advise that where the application form is signed by our agent he does so with our written authority, which we understand does not have to be provided to the building surveyor with this application for building permit or documents for or in connection therewith or for the consideration of the feasibility of such possible future building permit being issued.

3., I/we acknowledge that a consideration by way of a non refundable deposit of \$200-00 is due and payable at the time of lodgement of either this application form or any documents either associated with an anticipated proposal for building permit or a feasibility report for a proposal; said assessment is to commence whether the submission is complete or in part or correct, with the object so as to allow either the proposed issue of the required building permit or to enable a complete or partial assessment and report on the documentation so as to ascertain what other documents or other relevant permits/approvals or information in support of the proposed application or feasibility assessment of proposal, are required so as to allow the ultimate issue of a building permit or report. In order to secure such assessment we authorise Gibson Dell P/L to obtain such searches at the ruling rate charged by any body plus 10% for disbursements (min.\$15.00 exc. gst). Gibson Dell at its discretion is entitled to conduct such assessment in anticipation of payment of the deposit.

4., I/we acknowledge that where the documentation is prepared and ready for issue and the building permit and the work does not proceed a termination fee is due and payable on the expiry of 60 days of being so advised of outstanding items or earlier and again where the owner or his agents advise that the building work is not to proceed. Said termination fee is on the basis of 85% of the final permit fee but not less than the minimum \$150-00 deposit (exc.gst) required in 3., above excluding disbursements.

5.,I/we acknowledged that the fee for any building permit or variation to permit and other statutory payments are to be lodged at the time of making any application but not later than the date of issue of the building permit. Failure to do this does not make redundant any work as outlined in items 3 & 4 above.

6.,I/we acknowledge and agree that the terms of payment are strictly cash at the time of issue of the building permit and that in the advent of issue of an invoice and the account being overdue by more than 14 days from the date of invoice, the credit provider, Gibson Dell P/L reserves the right to charge interest in accordance with the Penalty Interest Rates Act 1983.

7.,I/we acknowledge that if any account is overdue, the credit provider Gibson Dell P/L, reserves the right to refer the account to a mercantile Agency/legal representative for Collection and I/we agree to meet all reasonable costs and Commissions incurred in employing the said Mercantile agency/legal representative to collect the overdue account.

8., It is agreed that the owner will not assign, transfer or sublet any obligations under this arrangement without the consent of the building surveyor, and in any event shall pay any outstanding monies prior to said assignment, transfer or subletting occurring.

9., I/we acknowledge that the building work will commence within the time specified on the building permit as the commencement date, and further understand it is our responsibility to observe this time of commencement and further understand a fee is payable for this assessment where the building surveyor prior to the commencement date lapsing/passing upon written application by me/us considers at his discretion any extension to this commencement date. We further acknowledge that a permit extension fee based on the time of the extension is applicable in addition to the assessment fee.

10.,I/we acknowledge that the building work will be completed within the time specified on the building permit as the completion date, and further understand it our responsibility to observe this time of completion and further understand a fee is payable for this assessment where the building surveyor prior to the completion date lapsing/passing upon written application by me/us considers at his discretion any extension to this completion date. We further acknowledge that a permit extension fee based on the time of the extension, is applicable in addition to the assessment fee.

11.,We understand that the building work is to be conducted and completed within the time frames indicated on the building permit and that completion of the works will only be accepted as having been achieved on proof of issue of either the Occupancy permit or final inspection certificate as designated on the building permit and as issued by the building surveyor with the date of issue as shown thereon as being proof of completion. We acknowledge we shall not seek such certificates till all fees due and payable are provided to the Building Surveyor.

12., I/we acknowledge that where the works are not constructed in accord with the building permit, the Building Act 1993, the Building Regulations 2006 and the Building Code of Australia 2006, that the service of notices or orders by the Building Surveyor at his discretion will render us liable for additional fees outside the scope of the building permit, which we hereby agree to pay on invoice. It is understood that inspection notices issued pursuant to section 37 of the Building Act are exempt from additional fees.

13.,I/we acknowledge that the building inspections are nominated on the building permit and the fees are included in the building permit fee for that number of inspections shown thereon. It is understood and agreed that where this total number is exceeded over the project, due to failure to obtain approval of the building work at any inspection stage, then, that additional fees are due and payable upon invoicing at the rate ruling at the time of inspection.

14., I/we acknowledge that we shall not alter the building work from that as approved of under the building permit and as endorsed by the building surveyor without first obtaining his consent and paying the relevant fee if any as advised by invoice.

15., It is agreed that where a mandatory inspection stage as nominated on the building permit is completed, or a further request for inspection is notified to me by the building surveyor, that work shall stop until such time as the mandatory inspection stage or requested inspection is approved by the building surveyor.

16., I/we acknowledge that the cost for post permit enquiries, variations, amendments and other work by the building surveyor and staff are not included in the cost of the permit and additional costs will be incurred and are due and payable by me/us.

17., I/we acknowledge that a copy of this arrangement has been given to us at the time of signing.

SIGNED:

Property Address	for (building
------------------	---------------