

DOMESTIC BUILDING WORK**BUILDING PERMIT APPOINTMENT OF PRIVATE BUILDING SURVEYOR**

PURSUANT TO SECTION 78 OF THE VICTORIAN BUILDING ACT 1993

OWNER(S): _____

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PROJECT ADDRESS: _____

PROJECT

TYPE: _____

I/we the owner(s) of the land hereby appoint **Steven Esler** of **Inform Building Permits** pursuant to Section 78 of the **Building Act 1993** to be the Relevant Building Surveyor for the above listed project and carry out building permit functions as set out in section 76 of the **Building Act 1993**.

I/we the owner(s) of the land hereby confirm no previous appointments have been made with any other private or municipal building surveyors for this project.

SIGN: _____

PRINT NAME(S): _____

DATE: _____

EXPLANATORY INFORMATION: When may a private building surveyor be appointed?

A builder who has entered into a major domestic building contract, or who acts or proposes to act as a domestic builder in relation to domestic building work must not appoint a private building surveyor on behalf of the owner of the land on which the domestic building work is to be carried out. A building surveyor must not accept an appointment from a domestic builder.

The owner of the land is required to appoint a building surveyor in respect of that building or building work. Domestic builders can still be listed as an agent on the building permit application form. Refer to the Victorian Building Authority fact sheet, Appointment of a private building surveyor for further information.

Dual appointments

A person must not appoint a private building surveyor to complete any building permit functions set out in section 76 of the **Building Act 1993** for a building or building work if another private building surveyor or a municipal building surveyor has already been appointed in respect of that building or building work.

TERMS AND CONDITIONS OF APPOINTMENT

1. DISBURSEMENTS

- (a) State Government building permit levy as nominated by Inform Building Permits 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 Inform Building Permits relating to property information, council lodgements and the like will be charged at cost.

2. PAYMENT

The fee specified by Inform Building Permits 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. Inform Building Permits 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 Inform Building Permits. Failure to pay fees within the terms may incur interest and debt recovery disbursements involved in recuperating outstanding fees. No refunds will be provided if an application is cancelled.

3. OWNER/AGENT AUTHORITY

The applicant warrants that they are the owner of the land at the project address referred to in this application, or the authorised agent of the owner. If required by the RBS the agent will produce written consent from the owner to allow them to act on their behalf.

4. NO DUAL APPOINTMENTS

It is an offence pursuant to Section 78 of the Act to appoint a person as a building surveyor if another building surveyor has already been appointed or otherwise authorised for the project. The applicant 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

Where a planning permit is required, it is the applicant's responsibility to provide the planning permit and approved drawings for review.

6. SCOPE OF ENGAGEMENT

The appointment of Inform Building Permits Pty Ltd as the relevant building surveyor under the Act is limited to the functions of a private building surveyor pursuant to Section 76 of the Act, which includes issuing of building permits, carrying out inspections of buildings, building work, issuing occupancy permits and temporary approvals under Part 4 and Part 5 of the Act.

7. ADDITIONAL SERVICES

Any additional services that are not included in the scope listed above or if inspections required exceed the nominated number of building inspections detailed in the fee proposal, additional fees will apply. Any additional services will be charged at a rate of \$250.00 per hour and payable within fourteen (14) days of invoice.

8. APPLICANT TO NOTIFY RELEVANT BUILDING SURVEYOR OF OTHER BUILDING PRACTITIONERS

The applicant must give written notice to the RBS of each building practitioner engaged by the applicant for the building work referred to in this agreement, including details of any building practitioner certificate (Certificate of Compliance - Design) issued under Part 11 of the Act. Such notice must be given either upon the appointment of the RBS where the applicant 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 applicant only with the written consent of the Victorian Building Authority. On such termination the RBS is 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 applicant must notify the Victorian Building Authority by written notice. When this written notice is issued the appointment of the RBS is deemed terminated. The applicant must therefore 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 applicant must not engage another building surveyor to complete the functions of the RBS specified in this agreement in respect of the building work without the written consent of the Victorian Building Authority.

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. NON-COMPLIANCES

Additional fees apply if non-compliances identified in an inspection result are not rectified within 7 days of the inspection after a verbal direction to fix is given. A written direction to fix will automatically be issued if the works are not rectified and re-inspected within 7 days of the date of the first inspection and will be sent to the owner and the builder if applicable. The fees associated with a written direction to fix will be \$275inc. GST including the re-inspection fee (charged at a minimum rate of \$165. If the works are then not rectified and re-inspected within the specified time frame on the written direction to fix a referral to the VBA will be automatically generated and a \$660inc. GST fee will apply plus \$220inc. GST per hour for any time spent with the VBA or responding to any investigation for legal proceedings.

12. PURPOSE OF INSPECTION

Mandatory inspections carried out under this permit will be the minimum required to ensure compliance with the Act and Regulations. Site safety and workmanship is the responsibility of the builder and not will not be addressed under mandatory inspections. 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 which will incur an additional fee.

13. VBA REFERRALS

VBA referrals due to defective works or regulation breaches will be charged at a rate of \$660 and \$165 per hour for any time spent after the initial referral.

14. BUILDING NOTICES & ORDERS

Building Notices and Orders are formal documents prescribed in the Regulations to address breaches and non-compliances that 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 occupant safety is or may be compromised. In the case of routine rectification works a direction to fix will 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 may be served, or the matter will be referred to the VBA for investigation and additional fees will be apply. Building notices & orders will be charged at a minimum rate of \$880 and \$195 per hour after the building Notice/Order has been issued to resolve the non-compliance. The property owner is responsible for payment of all fees associated with a Building Notice or Building Order.

CONDITION: By signing this form you are accepting our terms of engagement listed above.

I the owner confirm that no previous appointment has been made to another building surveyor for this project.

Name of Owner _____ Name of Builder _____ Name of Agent _____

Signature of Owner _____ Signature of Builder _____ Signature of Agent _____

Date _____ Date _____ Date _____