

## DEVELOPMENT APPLICATION FORM

CONSENT REQUIRED:  Building Rules  Planning Only

|  |   |                                |  |
|--|---|--------------------------------|--|
| <b>Council &amp; DA Number</b> (if available):   |   |                                |  |
| <b>Applicant Details:</b>  |   |                                |  |
| Applicant Name:  |   |                                |  |
| Postal Address:  |   |                                |  |
| <b>Owners Details:</b> <input type="checkbox"/> (or tick if as above – i.e. same as applicant) |   |                                |  |
| Owner Name:  |   |                                |  |
| Owner Postal Address:  |   |                                |  |
| <b>Builders Details:</b> <input type="checkbox"/> (or tick if as above – i.e. owner builder)   |   |                                |  |
| Builder Name:  |   |                                |  |
| Builder Postal Address:  |   |                                | Licence No:  |
| <b>Contact Person if further information about your Application is required:</b>               |   |                                |  |
| Name:  |   |                                |  |
| Email:   |   |                                |  |
| Mobile:  |   | Phone:                         | Fax:   |
| <b>Current use of property:</b>  |   |                                |  |
| <b>Description of proposal:</b>  |   |                                |  |
| <b>Location of proposed development:</b>   |   | House No:                      | Street:  |
| Town/Suburb:   |   |                                | Lot No:  |
| Section No:  | Hundred:  | Volume:                        | Folio:   |
| <b>Building Rules Classification Sought:</b>   |   | <b>Current classification:</b> |  |
| If Class 5, 6, 7, 8 or 9 – state the proposed number of employees:                             |   | Male:                          | Female:  |
| If Class 9a sought – state the total number of persons to be accommodated:                     |   |                                |  |
| If Class 9b sought – state the proposed maximum number of occupants:                           |   |                                |  |
| <b>Cost of works:</b>  | Has the Construction Industry Training Levy (CITB) been paid? |                                | YES <input type="checkbox"/> NO <input type="checkbox"/> |

I acknowledge that copies of this application and supporting documentation may be provided to interested persons in accordance with the Development Regulations 2008.

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

## PRIVATE CERTIFIER ENGAGEMENT FORM DEVELOPMENT ACT 1993 – REGULATION 90

I/ we engage **BuildSurv**, in relation to the subject building works described below, to undertake the authorised functions of a Private Certifier pursuant to Part 12 of the Development Act 1993.

|  |  |             |  |
|--|--|-------------|--|
| <b>Description of proposed development*:</b> |  |             |  |
| <b>Address of work*:</b>                     |  |             |  |
| <b>Invoices to be addressed to:</b>          |  |             |  |
| Attention to*:                               |  |             |  |
| Company:                                     |  | ABN / ACN:  |  |
| Care of (if applicable):                     |  |             |  |
| Address*:                                    |  | Post Code*: |  |
| Email*:                                      |  | Phone No*:  |  |

\*required field

I/we confirm that:

- Documents submitted to BuildSurv are consistent with the Development Plan Consent and are complete and identical sets (written consent from Council must be obtained for any changes or the issue of Development Approval may be delayed);
- An application for Building Rules Consent for this development has not been lodged with Council or another Private Certifier;
- No notices under the Development Act have been issued to the owner of land or a building which forms part of the proposed development;
- Where I/we are not the owner/s of the land where the development is proposed we have notified the owner of the land of the intention to engage a Private Certifier;
- For a Class 1a building (dwelling) under the Building Code, we have obtained the written consent of the owner of the land to use a Private Certifier; and,
- BuildSurv has my/our authorisation to inspect and copy any document retained by Council under Regulation 99(1).

Further, I/we understand that in accepting this proposal, I/we accept responsibility for payment of invoices issued by BuildSurv in accordance with the fee proposal and/ or the attached terms and conditions.

.....  
(Signature of authorised representative)

.....  
(Date)

.....  
(Print name of authorised representative)

For and on behalf of: .....  
(Print Client Name)

## PRIVATE CERTIFIER ENGAGEMENT TERMS & CONDITIONS

1. These terms and conditions of engagement relate to the nominated fee proposal for the project which describes the scope of services to be provided by BuildSurv to the Client. **"BuildSurv"** shall mean BuildSurv Pty Ltd.
2. BuildSurv shall provide the Services with such skill, care and diligence as is generally exercised by consultants performing services in similar circumstances.
3. The Client shall provide all information relevant to the project and deemed necessary by BuildSurv to undertake the services.
4. Any instructions received by BuildSurv from the Client for the supply of the nominated services and/or the Client's acceptance of services supplied by BuildSurv shall constitute acceptance of the terms and conditions contained herein
5. Fees as per the fee submission, reimbursable expenses or disbursements, shall be **paid to BuildSurv prior to issue of the Building Rules Consent** and within 30 days of the invoice and or as otherwise agreed or nominated in the fee submission.
6. BuildSurv reserves the right as required under the Development Regulations Schedule 6, Cl 5(2) for fee payment by the applicant at the time of application. Fees will be invoiced in full following completion of BuildSurv's document assessment and either the issue of a request for further information or issue of the Building Rules Consent. For staged or larger projects (fees in excess of \$2,000 ex GST) fees may be invoiced on a monthly basis based on the percentage of works completed. For fees based on hourly rates invoicing will be based on the time worked during the month.
7. In the event of a proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details the Client shall give BuildSurv not less than fourteen (14) days prior written notice of such change and the Client shall be liable for any loss incurred by BuildSurv as a result of the Client's failure to comply with this clause.
8. BuildSurv provides the option of payment by Visa or Mastercard. All payments made by credit card will incur a 1.5% surcharge payable on the total amount of the invoice.
9. Where the Client fails to pay all monies as and when due, BuildSurv shall be entitled to recover interest at a rate of 2.5% per month. The interest shall be calculated on daily balances from the date 30 days after the date of the invoice to the date of payment of the invoice by the Client.
10. In the event of Client default of an invoice payment by the due date, the Client shall be liable for any costs and disbursements incurred by BuildSurv in pursuing the debt including, but not limited to, legal costs and collection agency costs. A \$100 (ex GST) administration fee shall apply.
11. Any dishonour fees incurred by BuildSurv on presentation of a Client payment shall be claimable by BuildSurv from the Client.
12. Payment claims will be made under the Building and Construction Industry Security of Payment Act 2009 and will be notified as such on invoices where applicable.
13. Liability of BuildSurv to the Client in respect of the project, this agreement and/or services shall be limited to the cost of rectifying the works and in the event of any breach of this contract by BuildSurv the remedies of the Client shall be limited to damages which under no circumstances shall exceed the fee for the services.
14. BuildSurv shall be under no liability whatsoever to the Client for any consequential and/or indirect loss and/or expense, including loss of profit, suffered by the Client due to a breach by BuildSurv of these terms and conditions.
15. With the Client's prior approval, which shall not be unreasonably withheld, BuildSurv may engage another consultant to assist in specialist areas if considered appropriate to do so. The Client accepts responsibility for all moneys payable to other such consultants
16. Copyright in all BuildSurv documentation in connection with the project shall remain the property of BuildSurv.
17. The Client may terminate the services under this agreement only in accordance with the provisions of the Development Act Sect 96 - a private certifier who has not completed the functions of a private certifier in relation to a particular development may not be removed from his or her engagement as a private certifier unless the Minister consents to that removal.
18. BuildSurv may only resign from the functions of a private certifier if the matter is referred to a relevant authority or with the consent or at the direction of the Minister, to another private certifier.
19. The terms of this agreement apply to the maximum extent permitted by law. Where the terms of this agreement conflict or are inconsistent with a relevant statute or regulation governing the services, the relevant statute or regulation will prevail to the extent of such inconsistency.