



**Building Act 1993 – Building Regulations 2006 - Regulation 301
FORM 1 – APPLICATION FORM**

FROM: Owner / Agent: _____
 Postal Address _____ Postcode _____
 Contact Person _____ Phone _____
 Email _____ Fax _____

OWNERS DETAILS Mobile _____
 Owner: _____
 Postal Address _____ Postcode _____
 Contact Person _____ Phone _____
 Email _____ Mobile _____

PROPERTY DETAILS:
 Number _____ Street/Road _____ City / Suburb / Town _____
 Lot/s _____ LP/PS _____ Volume _____ Folio _____
 Municipal District _____ MELWAYS REFERENCE _____

BUILDER (if known) Name _____ Phone _____
 Postal Address _____ Postcode _____ Fax _____
 Email _____ Mobile _____

BUILDING PRACTITIONERS¹ AND ARCHITECTS:
 (a) to be engaged in the building work² (b) who were engaged to prepare documents
 Name _____ Reg No _____ Name _____ Reg No. _____
 Name _____ Reg No _____ Name _____ Reg No. _____

NATURE OF BUILDING WORK*

Construction of a new building	<input type="checkbox"/>	Extension to an existing building	<input type="checkbox"/>
Alterations to an existing building	<input type="checkbox"/>	Change of use of an existing building	<input type="checkbox"/>
Demolition of a building	<input type="checkbox"/>	Removal of a building	<input type="checkbox"/>
Re erection of a building	<input type="checkbox"/>	Other _____	<input type="checkbox"/>

PROPOSED USE OF BUILDING⁴ _____

Owner Builder⁵ (If Applicable)
 I intend to carry out the work as an owner builder No Yes

Cost of Building Work
 Is there a contract for the building work No Yes

Value of building works: \$ _____

STAGE OF BUILDING WORK
 If applicable is to permit a stage of the building work:
 Extent of stage _____ Value of building 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 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; or

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 legislation such as the Liquor Reform Act 1998 and Dangerous Goods Act 1985

Note 5: If an owner builder, restrictions on 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 6 1/2 years from the date of completion of the relevant works unless they have satisfied certain requirements including obtaining compulsory insurance. The Building Control Commission maintains a current list of domestic building insurance providers.

DISCLAIMER

(1) Except as expressly provided to the contrary in the agreement, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to ABS's service or to this agreement are excluded. Without limiting the generality of the preceding sentence, ABS shall not be under any liability to the client in respect of any loss or damage (including consequential loss or damage) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the failure or omission on the part of ABS to comply with its obligations under this agreement.

(2) Where any Act of Parliament implies in this agreement any term, condition or warranty that the Act avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of, or liability under such term, condition or warranty, such term, condition or warranty shall be deemed to be included in this agreement. However the liability of ABS for any breach of such term, condition or warranty shall be limited, at the option of ABS, to any one or more of the following:

(3) The client warrants that it is not relied on any term, condition, warranty, undertaking, inducement or responsibility made by or on behalf of ABS which has not been stated expressly in the agreement or upon any descriptions or specifications contained in any document including any catalogues or publicity material produced by ABS.

(4) The client agrees to the Australian Institute of Building Surveyors 'Terms of Engagement Conditions'. These conditions are readily available on request or can be ascertained directly from the Australian Institute of Building Surveyors.