

BLUEPRINT BUILDING PERMITS

PO Box 509, Preston, VIC, 3072
t: (03) 9052 2871 e: info@blueprintbp.com.au
www.blueprintbp.com.au ACN 42 619 743 574

Authorisation by Property Owner to Appoint Relevant Building Surveyor

Property Address:.....

Description of Project:.....

I/We (Owner/Owners)

Appoint the Relevant Building Surveyor of Blueprint Building Permits Pty Ltd to carry out the functions under the Building Act 1993 and Building Regulation 2018.

By completing and signing this document the owner acknowledges that they have appointed the abovementioned building surveyor as a Private Building Surveyor to provide the Private Building Surveyor Functions for the project and are entering into an agreement with the Building Surveyor as to the terms and conditions which apply to the Private Building Surveyor Functions and confirms and certifies that they:

- a) Are not a builder engaged in carrying out building works for the project listed above; and
- b) If acting as Agent of the Owner, they have been officially appointed by the Owner pursuant to Section 240 of the Building Act 1993 to act as Agent on their behalf; and
- c) Are aware of their obligations under Sections 17, 78(2) and 80(1) of the Building Act 1993 and that it is an offence to appoint more than one building surveyor. Penalties are 240 penalty units, in the case of an individual and 1500 penalty units, in the case of a company; and
- d) Have not appointed any other private building surveyor or municipal building surveyor to complete any functions set out in Section 76 of the Building Act 1993 in respect of a building or proposed building work mentioned above; and
- e) Have read all applicable terms and conditions and acknowledge that they are fully aware and informed of the role of the Relevant Building Surveyor and hereby agree to all Blueprint Building Permits Pty Ltd fees and charges and to the terms and conditions of engagement.

Expungement: This authorisation may be revoked and may be made null and void if any documentation submitted with the application is subsequently found to be false, improper, misleading, incomplete or fraudulent, at the sole discretion of the Relevant Building Surveyor once all other enforcement processes and proceedings have been exhausted.

..... / / 2025

Signature of Owner

Date

Owners Address:

Owners Telephone:

Owners Email:

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Building Act 1993 Building Regulations 2018

TERMS OF ENGAGEMENT

1. PRIVATE BUILDING SURVEYOR FUNCTIONS

- 1.1 The *Private Building Surveyor Functions* include as relevant to the *Project*:
- a) assessing the building permit application under the Act, Regulations and Building Code of Australia deemed to satisfy relevant controls;
 - b) collect and remit the applicable *Building Permit Levy* to the relevant **Building Authority** in the state of Victoria (when applicable);
 - c) assess and if appropriate issue a *Building Permit*;
 - d) assess and if appropriate issue the applicable occupancy permit or certificate of final inspection;
 - e) Provide copies of all relevant permit documents to the council
 - f) issue statutory directions notices or orders if necessary at the *RBS'* discretion for the proper completion of the *Building Work*;
 - g) inspections:
 - i. conduct or arrange for mandatory inspections as specified on the *Building Permit*;
 - ii. conduct or arrange for any further inspections where required by the *RBS'* discretion for the proper completion of the *Building Work*.
- 1.2 The *Private Building Surveyor Functions* exclude:
- a) preparation of the design of the project;
 - b) matters pertaining to *Building Quality*;
 - c) any guarantee by the *Building Surveyor* that the *Project* will be granted a building permit or occupancy permit or that it will be considered compliant in any inspections undertaken;
 - d) any act or activity deemed by the *Building Surveyor* to be contrary to the requirements of the *Act*, the *Building Regulations 2018* or the National Construction Code, as relevant.

2. NATURE OF CONTRACT

- 2.1 The *RBS* shall carry out upon request by the *owner* or *agent* and in accordance with the *Building Act 1993* (the *Act*) and *Building Regulations 2018* (the *Regulations*), the *Services* in accordance with this Agreement.
- 2.2 The *owner* or *agent* shall pay the *RBS* the fee and fee adjustments in accordance with this Agreement or previously issued fee proposals.

3. OWNERS WARRANTIES AND INDEMNITIES

- 3.1 The *owner* warrants:
- a) The accuracy and completeness of all information given to the *RBS*;
 - b) That they are the registered proprietor of the project or the duly authorised agent of the registered proprietor. If requested by us, you will produce written authority of the registered proprietor authorising you to act on its behalf;
 - c) authority of the registered proprietor authorising you to act on its behalf;
 - d) That the *RBS* when carrying out the *Services* acts with the *owner's* authority;
 - e) That no other person has been appointed (or has commenced duties) as the *RBS* for the subject property.
 - f) That the owner will provide or ensure a safe workplace for all our employees (and contractors). Inspections requested where adequate safety measures are not in place will be refused and recharged at the applicable rates. Re-inspections will not be carried out unless you have provided us with written verification of a safe workplace.
- 3.2 The *owner/agent* shall indemnify the *RBS*, Blueprint Building Permits Pty Ltd, its officers, employees, agents and contractors against any claims, costs, expenses, losses or damages in respect of the *RBS* acting within authority as the *owner's* agent.
- 3.3 The *owner/agent* shall release to the greatest extent possible at law the *RBS* from any and all liability for any costs, loss, claims or demands arising from:
- a) A decision not to issue a building permit and/or occupancy permit or certificate of final inspection
 - b) Any liability of the *owner/agent* to third parties arising from or in relation to:
 - i. Building work performed by you or on your behalf
 - ii. The performance of our role as relevant building surveyor (including the time taken to perform that role and any decision by the *RBS* to not issue the building permit and/or occupancy permit or certificate of final inspection as required)
- 3.4 If the owner requests the *RBS* to perform additional services that are not included in the scope of services described in this agreement, the *RBS* is not obliged to proceed with such additional work until the *owner/agent* provides the *RBS* with a written request, which the *RBS* may or may not agree to. Any additional work which the *RBS* agrees to perform, requested or required by the *owner/agent* or the proper performance of the *RBS'* role as relevant building surveyor or the *Act* or the *Regulations* will be invoiced and must be paid within 7 days.

4. SERVICE OF NOTICES

- 4.1 A notice, demand, consent, approval or communication under this agreement (Notice) must be:
- e) in writing, in English and signed by a person authorised by the sender; and
 - f) sent by prepaid post or email to the recipient's address or email address specified in the Schedule, as varied by any Notice given by the recipient to the sender.
- 4.2 A notice (and any other document) shall be deemed to have been given and received:
- g) if addressed or delivered to the relevant address in this Agreement or last address communicated in writing to the person giving the notice; and
 - h) on the earliest day of
 - iii. actual receipt;
 - iv. confirmation of correct transmission of fax;
 - v. two (2) days after posting; or
 - vi. if sent by email, at the time deemed to be the time of receipt under the *Electronics Transactions (Victoria) 2000 (Vic)* or the *Electronic Transactions Act 2000 (Cth)* if the notice was being given under a law of the Commonwealth of Australia.

5. INFORMATION

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- 5.1 The owner shall:
- promptly answer any reasonable enquiries made by the RBS in connection with the Services;
 - direct others to liaise, co-operate and confer with the RBS when necessary;
 - provide the RBS with all relevant information to enable the RBS to perform their role;
 - provide the RBS with all relevant information within the time specified by the RBS to enable the building surveyor to perform the building surveyor functions; and
 - monitor the cost of work and maintain records of the cost of work. This duty will fall to the owner or the applicant for the building permit. Notification must be given to the Victorian Building Authority within 28 days of becoming aware of the revised final cost.

6. LEGISLATIVE REQUIREMENTS – COMPLIANCE

- 6.1 If a legislative requirement necessitates a change to:
- the owner's project requirements;
 - the building work;
 - the services; or
 - a fee or charge or payment of a new fee of charge;
- there shall be a fee adjustment.

7. THE RBS' REPRESENTATIVES AND KEY PERSONNEL

- 7.1 The RBS shall provide the Services personally or by a competent representative.
- 7.2 The RBS may subcontract or licence all or part of its obligations under this agreement without prior notice to the owner.

8. BUILDING SURVEYING FEES

- 8.1 Schedule 2 of the Building Act 1993 requires an application for a building permit to be accompanied by the fee determined by the RBS. You the client must therefore pay this fee when submitting your application for the building permit to our company. You, the Client agrees that our fee for this item includes a maximum time for assessment of 2 hours per building permit application, and unless otherwise agreed in writing, any time spent beyond that 2 hours will be invoiced at an additional cost.
- 8.2 In appointing Blueprint Building Permits Pty Ltd as the *Relevant Building Surveyor (RBS)* for the project, the Building Permit fee must be paid in full prior to the issue of the permit including Government Levies which are a portion of the job cost/contract amount.
- 8.3 The owner/agent shall pay the RBS the building surveying fee as per the fee proposal in accordance with the outlined schedule of payments.
- 8.4 Services that have not been allowed for within the scope of works of the fee proposal shall incur additional costs as outlined in the exclusions section of the fee proposal.
- 8.5 Under Section 201 of the Act you must pay all State Government building permit levies before we can issue a building permit.
- 8.6 We may charge interest of 21% per annum charged on a daily compounding basis on all invoices outstanding for greater than 30 days from the due date for payment.
- 8.7 If a building permit application or building approval is cancelled or withdrawn at your request we are not obliged to refund to you any fees or disbursements paid, subject to refund Clause 8.8 below.
- 8.8 **Refund Policy - We do not give refunds. Refunds for building applications lodged will only apply to the levy component of the fees charged, and these can only be refunded if the building application is not approved in the prescribed time period. If a building permit is approved and the works do not proceed for whatever reasons, then the levy refund may only be sought directly from the Victorian Building Authority and not from Blueprint Building Permits Pty Ltd. If a building permit application is cancelled at the request of the owner and/or the agent of the owner for whatever reason then no refund is applicable, except the levy component, which only becomes refundable when a formal termination of appointment is approved in accordance with Section 80 of the Building Act 1993, by the Victorian Building Authority and submitted to our office as an official record of such termination.**

9. PAYMENT

- 9.1 The RBS shall claim payment in accordance with the *fee schedule* attached to this Agreement;
- 9.2 Each claim shall be in writing, include details for the value of Services provided together with any disbursement incurred by the RBS and may include details of other moneys then due to the RBS pursuant to the provisions of this Agreement.
- 9.3 The owner shall pay any claim made by the RBS within 7 days of the date of the claim.
- 9.4 The RBS reserves the right to change the Fee in the event of a variation to the scope of work for the RBS. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation due to unforeseen circumstances, or as a result of increase to the building surveyor in the cost of materials and labour) will be charged for on the basis of the building surveyor's fee proposal and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 9.5 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the owner and the building surveyor.
- 9.6 Receipt by the RBS of any form of payment other than cash does not constitute payment until that payment has been honoured, cleared or recognised by the RBS.
- 9.7 GST, other taxes, duties, disbursements and applicable government and council fees and charges will be added to the Fee other than where they are expressly included in the Fee.
- 9.8 If after the date of these Terms of Engagement there is any change to the laws, by-laws, regulations or ordinances of the Commonwealth of Australia or s State of Territory of Australia or any statutory authority and that change directly or indirectly increases or decreases the costs or expenses incurred by Blueprint Building Permits Pty Ltd in performing the Services, then the Fees and expenses otherwise payable to Blueprint Building Permits Pty Ltd under these Terms of Engagement shall be increased or decreased accordingly.

10. INTEREST

- 10.1 Interest at a rate of 21% shall be due and payable by the owner as from the 30th day after the claim.

11. TERMINATION

- 11.1 The termination of the RBS under this Agreement may only occur with the owner first obtaining written consent to terminate from the Victorian Building Authority pursuant to Section 81(1) of the Building Act 1993.
- 11.2 If this Agreement is terminated in accordance with clause 11.1, the owner shall pay to the RBS all outstanding payments owing to the RBS at the time of termination.
- 11.3 The RBS shall be entitled to charge additional fees for costs and disbursements arising as a consequence of the termination.

12. THE SERVICES

- 12.1 Building Permit

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- a) The owner may lodge an application for a building permit to be issued by the RBS.
 - b) The owner in making an application for a building permit must:
 - i. complete an Application for Building Permit Form 1 annexed hereto;
 - ii. pay the required fee;
 - iii. pay the required building permit levy under the *Building Act 1993*;
 - iv. comply with the requirements of the *Building Act 1993*;
 - v. provide all documents and information required under the *Building Act 1993* and its Regulations or as requested by the RBS;
 - vi. comply with the conditions of any Planning Permit or other prescribed approval issued in relation to the *subject property*;
 - vii. state the contract price for the *building work* including the costs of labour and materials if there is a contract for the *building work*; or
 - viii. in any other case provide such sufficient information to enable the RBS to estimate the costs of the *building work* including the cost of labour and materials;
 - ix. include any necessary permit or approval of a responsible authority under the Planning and Environment Act 1987.
 - c) The RBS may:
 - i. request further information from the owner;
 - ii. issue a building permit for a stage of the building work;
 - iii. issue a building permit with conditions;
 - iv. issue a building permit without conditions; or
 - v. refuse to issue a building permit.
- 12.2 The building permit once issued shall be forwarded to the owner and /the owner's agent.
- 12.3 **If a Building Permit is refused**
If an application for a building permit is refused by the RBS the owner may make a further application for a building permit.
- 12.4 **Variation of Building Permit**
The owner may lodge an application requesting a building permit be varied and or extended by the RBS;
The application must:
 - a) be in writing;
 - b) include all documents required under the *Building Act 1993* and the *Regulations* or requested by the RBS;
 - c) be accompanied by the required fee as per this Agreement.
- 12.5 **Extension of Time of Building Permit**
The owner may lodge an application requesting an extension of time to the expiry date of the building permit by the RBS;
The application must:
 - a) be in writing;
 - b) include all documents required under the *Building Act 1993* and the *Regulations* or requested by the RBS;
 - c) be accompanied by the required fee as per this Agreement.
- 13. NON-COMPLIANCE**
- 13.1 If the owner/owner's agent fails to comply with:
 - a) the building permit and/or its conditions;
 - b) any directions issued by the RBS;
 - c) a section of the *Building Act 1993* and the *Regulations*; and
 - d) the RBS provides additional *Services* under the *Building Act 1993* and the *Regulations* or this Agreement;the owner shall pay the RBS a fee adjustment in accordance with this Agreement.
- 14. INSPECTIONS**
- 14.1 If the RBS is requested by the owner or the owner's agent to carry out an inspection of the building work, the owner/s shall provide the RBS with not less than 24 hours notice and shall cease any works on the subject property until such time as the RBS has caused the subject property to be inspected.
- 14.2 The owner/s shall pay the RBS the fee or a fee adjustment required under this Agreement for any inspections.
- 14.3 It is the responsibility of the owner/builder to contact Blueprint Building Permits Pty Ltd office for the mandatory inspections as specified on the Building Permit.
- 14.4 It is the responsibility of the owner/builder to ensure that building works do not continue beyond the notification stage until the inspection is approved. Should inspections be cancelled, postponed or not be ready without 24 hours notice, then additional inspection charges will apply.
- 14.5 The owner/builder shall pay for any additional inspections (at full inspection costs) before the issue of the Certificate of Final Inspection/ Occupancy Permit. Additional inspections are those carried out which exceed the amount of inspections specified in the fee proposal/tax invoice or re-inspections of past failed inspections.
- 14.6 It is the owner's/builder's responsibility to ensure a copy of all documentation and endorsed plans are available on site at all times to ensure all tradesmen carry out the building work strictly in accordance with the approved plans / regulations, and to allow for mandatory building inspections.
- 14.7 Where applicable, all prefabricated floor and roof truss manufacturer computations and plans are to be submitted to this office for assessment and approval 48 hours prior to the erection on site. Frame inspections will not be booked until truss computations and plans have been approved by this office.
- 14.8 Inspections carried out by the RBS will be the minimum required to ensure compliance with the Act and Regulations and will not involve supervision of the building work. It is the owner's responsibility (if the owner is the builder) or that of the builder to construct the building work fully in accordance with the approved permit documents.
- 14.9 All inspections must be booked with our office between the hours of 10.00am – 4.00pm Monday to Friday.
- 14.10 Inspections are available on weekends at an additional cost. This fee must be paid prior to the inspection being conducted.
- 15. ADDITIONAL SERVICES**
- 15.1 The RBS may perform additional *Services* at an additional cost in exercising its obligations under this *Agreement*, the *Building Act 1993* and its *Regulations* and or any other relevant legislation including but not limited to:

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- a) Obtaining additional information and documents from a Council and other authority;
 - b) Carrying out additional inspections of the subject property;
 - c) Reporting any matters to the Victorian Building Authority or other authority;
 - d) Responding to any requests for information from the Victorian Building Authority or other authority including but not limited to a council, the Building Appeals Board, and the Building Practitioners Board;
 - e) Issuing any Notices or Orders under the *Building Act 1993* and the *Regulations*;
 - f) Preparation or Certification of performance based solutions pursuant to the Building Code of Australia;
 - g) Independent certification of structural and services designs. Issue of a Certificate of Compliance (Reg. 126) by the design consultant would be acceptable for this project;
 - h) Fire engineer's fees and independent peer review related to any alternative solutions under the performance provisions of the BCA (if required).
 - i) Fire authority fees and consultancy involved with seeking variations to fire service matters;
 - j) Protection Notice Determinations under Reg. 115;
 - k) Attendances at appeals (e.g. Protection of adjoining properties etc.);
 - l) Staged permits for building works other than any nominated within the scope of works;
 - m) Design amendments assessed after the issue of the initial building permit;
 - n) Disbursements other than those specifically included in the fee schedule.
- 15.2 Upon the RBS carrying out additional Services the owner shall pay the RBS the fee or a fee adjustment required under this Agreement as specified in the fee proposal.

16. OWNERS OBLIGATIONS

- 16.1 The owner hereby acknowledges his/her/its ongoing obligations pursuant to the Building Act 1993 and the Regulations including but not limited to:
- a) providing the RBS with unfettered access to the subject property;
 - b) not obstructing the RBS in carrying out its functions;
 - c) not provide the RBS with any information which may be misleading or deceptive;
 - d) advising the RBS:
 - i. of any changes in relation to the engagement of a *Building Practitioner* or an insured architect within 14 days of such change;
 - ii. of any change to the owner's address;
 - iii. if building work cease on the subject property;
 - iv. if the subject property is transferred to a new owner; and
 - e) ensuring the building work the subject of any building permit issued by the RBS are carried out in accordance with the building permit, directions of the RBS, the *Building Act 1993*, and the *Regulations*; and
 - f) to make application for and obtain required occupancy permit, certificate of final inspection, report and consent or other permits or approvals deemed by the RBS to be necessary to the carrying out of the functions.
 - g) on the earliest day of
 - i. actual receipt;
 - ii. confirmation of correct transmission of fax; or
 - iii. two (2) days after posting

17. ACKNOWLEDGEMENTS

The owner hereby acknowledges

- 17.1 The owner is responsible for obtaining (including the cost of) any required planning permit and will provide us with a copy of the planning permit and approved planning permit drawings. We are not required to issue a building permit until we receive any required planning permit and approved planning permit drawings.
- 17.2 This agreement constitutes the entire agreement between us and you may not rely on any oral discussions or representations made prior to or at the time of signing this agreement.
- 17.3 We are not estimators, quantity surveyors or project managers/site supervisors and you have not engaged us to provide any of those services.
- 17.4 You must notify us in writing of each building practitioner engaged by you or on your behalf for the building work, 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 our appointment (where you have already engaged a building practitioner) or within fourteen days of you engaging the building practitioners (where the building practitioner(s) is/are engaged after our appointment).
- 17.5 You may terminate our appointment only with the written consent of the Victorian Building Authority, and that upon any such termination we are entitled to payment of 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, you must notify the Victorian Building Authority of this in writing. Only when this written notice is issued will our appointment end.
- 17.6 All approvals issued have stipulated mandatory timeframes by which the approved building work must commence and must be completed. If an extension of time is required for any of these time limits a formal written request must be made stating the reasons why a time limit extension should be granted.
- 17.7 Building Notices and Building Orders are formal documents prescribed in the Act and the Regulations to be served when breaches and non-compliance in the building work are identified. Such 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 we will normally send to the registered proprietor of the project an inspection report or letter (as applicable) and in the event of non response or an insufficient response within an appropriate time (generally 7, 14 or 30 days) a Building Notice will be served and further fees will be payable.
- 17.8 We make no repetitions or warranties that:
- a) The building works are commercially viable
 - b) our appointment is limited to ensuring the building work carried out complies with the Act and Regulations that are applicable at the time
 - c) any building permit we issue will be an assessment of the drawings for compliance with the Act and Regulations and not the serviceability, quality or functionality of the building work approved by the permit
 - d) you will be able to gain any required planning permits, if required by the local council
 - e) the proposed building work are suitable for the issuing of a building permit (unless we issue one)
 - f) in fulfilling our statutory duties, we will issue a building permit, an occupancy permit or a certificate of final inspection
 - g) that in properly fulfilling our statutory duties, we will take as much time to investigate and determine applications for the building permit and/or occupancy permits or certificates of final inspection as reasonably required
 - h) we will rely on the accuracy and completeness of all information supplied by you in performing our obligations under this agreement

18. ENTIRE AGREEMENT

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- 18.1 This document embodies the entire agreement between the parties and any previous or simultaneous negotiations, representations, arrangements and agreements are superseded by this Agreement. No amendment or variation may be made to this Agreement other than in writing executed by each of the parties.

19. SEVERANCE

- 19.1 In the event that any condition or provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever that condition or provision shall be read down to the extent necessary to give it, if possible, partial operation, but if that is not possible, the condition or provision may be severed and the remainder of this Agreement shall remain in full effect.

20. INTERPRETATION

- 20.1 These terms and conditions are not to be interpreted in favour or against any party solely on the basis of which party prepared the document.
20.2 These terms and conditions may only be varied in writing between parties.
20.3 By agreeing with these terms and conditions we both agree to a legally binding agreement within the jurisdiction of the Courts and Laws of Victoria.

21. DEFINITIONS

21.1 In this Agreement –

Agent	means a person who has been formally appointed by the <i>Owner</i> to apply for the building permit as the applicant on the <i>Owner's</i> behalf.
Agreement	this document where an official alternative signed agreement is not available.
Authorisation	means any authorisation, agreement, approval, licence, permit, consent, qualification, accreditation, declaration or exemption and any renewal and variation of them by or with a Government Agency.
Building	includes structure, temporary building, temporary structure and any part of a building or structure.
Building Act (Act)	the legislative framework for the regulation of building construction, building standards and the maintenance of specific building safety features enforced by the Victorian State Government as at the time of initial assessment and/or issuing of the Building Permit.
Building Appeals Board	means the Building Appeals Board under Part 10 of the <i>Building Act 1993</i> .
Building Code of Australia	has the same meaning as it has in the <i>Building Regulations</i> (BCA).
Building Practitioner	has the same meaning as it has in the <i>Building Act 1993</i> .
Building Practitioners Board	means the Builders Practitioners Board under Division 3A of Part 3 of the <i>Building Act 1993</i> .
Building Quality	means any matter that could or might be a defective item with respect to any contract between the Client and another party which defines the standards of work to be achieved pursuant to that contract with respect to the Project but does not include matters which relate to conformance by the Project to technical standards including the National Construction Code.
Building Surveyor	means the person identified as such on the front page of this agreement.
Building Work	means work for or in connection with the construction, demolition or removal of a building.
Business Day	means a day which is not a weekend or public holiday in Victoria.
Certificate of Consent	means a certificate of consent under Division 3A of Part 3 of the <i>Building Act 1993</i> .
Client	means a) the person who is registered or entitled to be registered as proprietor, or the persons who are registered or entitled to be registered as proprietors, of an estate in <i>Fee</i> simple in the land; and b) in relation to Crown land reserved under the Crown Land (Reserves) Act 1978 and managed or controlled by a committee of management, means the Minister administering that Act; and c) in relation to any other Crown land, means the Minister or public authority that manages or controls the land; d) in relation to a <i>Building</i>, means the <i>Client</i> of the land on which a <i>Building</i> is situated e) the owner of the property and to the extent appropriate includes the agents (including the builder), officers and employees of the owner. "You" includes jointly and severally, the registered proprietor of the project and, if the applicant for the approvals to be issued by us is not the registered proprietor, then the applicant "You" also includes your successors and assignees. "Us" includes our successors and assignees.
Council	means a council within the meaning of <i>Local Government Act 1989</i> .
Domestic Building Work	has the same meaning as it has in the <i>Domestic Building Contracts Act 1995</i> .
Fee	means the fee calculated in accordance with the Fee Schedule attached hereto.
Fee adjustment	means a sum to be added to or deducted from the fee.

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Function	includes power, authority and duty.
Law	means any statute, regulation, order, rule, subordinate legislation or other document enforceable under any statute, regulation, order, rule or subordinate legislation.
Legislative requirements	includes a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where Services are being provided; b) Certificates, licences, consents permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Services and c) Fees and charges payable in connection with the foregoing.
Municipal Building Surveyor	means a person for the time being appointed, employed or nominated by a council as its municipal building surveyor for the purposes of this Act.
Owner	means a) the person who is registered or entitled to be registered as proprietor, or the persons who are registered or entitled to be registered as proprietors, of an estate in <i>Fee</i> simple in the land; and b) in relation to Crown land reserved under the Crown Land (Reserves) Act 1978 and managed or controlled by a committee of management, means the Minister administering that Act; and c) in relation to any other Crown land, means the Minister or public authority that manages or controls the land; d) in relation to a <i>Building</i>, means the <i>owner</i> of the land on which a <i>Building</i> is situated
Term	means the period starting on the date that the client accepts the terms and conditions of this agreement clause 1 and concluding upon the completion of the Private Building Surveyor Functions or termination of this agreement, whichever occurs first.
Victorian Building Authority	means the Victorian Building Authority Part 12 of the <i>Building Act 1993</i> .

ADDITIONAL FEES INFORMATION FORM 2025

Please see below a list of additional services that are not a part of the building permit assessment fee and may or may not be required throughout the construction process. The cost of these additional fees will be determined by the private building surveyor if and/or when required.

Additional Fees are incurred on the following services:

Additional Consulting	\$400 - \$650 + GST per hour
Any design amendments to the endorsed documentation provided to be assessed after the issue of the initial building permit	\$700 + GST
Building works not originally identified within the original application/fee proposal	As determined by the Relevant Building Surveyor
Carrying out additional Inspections (not inspections specified on the building permit fee proposal)	\$300 + GST per additional inspection
Change of building practitioner	\$650 + GST
Change of ownership details	\$650 + GST
Costs incurred to defend actions at Building Appeals Board	Determined on a per case basis
Costs incurred to defend actions within Victorian Building Authority investigations	Determined on a per case basis
Determination of Protection Works Notices under Reg. 115	\$650 + GST
Disbursements other than those specifically included in the fee schedule	Cost of Disbursement
Extension of Time application	\$950 + GST
Issuing any Building Notice	\$1250 + GST
Issuing any Building Order	\$1250 + GST
Neighbour Mediation	\$550 + GST per hour
Removal of any Building Notice	\$650 + GST
Removal of any Building Order	\$650 + GST
Reporting any matters to the Victorian Building Authority or other authority	\$550 + GST
Responding to any requests for information from the Victorian Building Authority or other authority including but not limited to a council, the Building Appeals Board and the Building Practitioners Board	\$450 + GST per hour
Staged permits for building works other than any nominated within the scope of works	As determined by the Relevant Building Surveyor
Transfer of Functions administration	\$750 + GST
Victorian Building Authority Proactive Inspection Responses	\$450 + GST
Written Direction to Fix Notice	\$500 + GST

Please Note: GST to be charged at 10% of the unit price