



DEVELOPMENT APPLICATION FORM

PLEASE USE BLOCK LETTERS

COUNCIL: Development No: - - - - / - - - - - - / - - - -

CONTACT PERSON FOR FURTHER INFORMATION:

Company Name: Contacts Name:
 Postal Address:
 Contact Numbers: Phone: Mobile:
 Fax No: Email:
 (Please tick if Applicant is the same as above)

APPLICANT:
 Postal Address:

 (Please tick if Owner is the same as above)

OWNER:
 Postal Address:

 (Please tick if Owner Builder or provide Builder details, or TBA if no builder engaged)

BUILDER:
 Postal Address:

 Licence No:

EXISTING USE:

DESCRIPTION OF PROPOSED DEVELOPMENT:

LOCATION OF PROPOSED DEVELOPMENT:
 Street No: Lot No: Street:
 Town/Suburb:

BUILDING RULES CLASSIFICATION SOUGHT: Present classification:

If Class 5,6,7,8 or 9 classification is sought, state the proposed number of employees: Male: Female:

If Class 9b classification is sought, state the proposed number of occupants of the various spaces at the premises:

DOES SCHEDULE 21 OR 22 OF THE DEVELOPMENT REGULATIONS 2008 APPLY? YES NO

HAS THE CONSTRUCTION INDUSTRY TRAINING LEVY BEEN PAID [IF DEV COST > \$40,000]? YES NO

HAS A DOMESTIC BUILDING WORK CONTRACT BEEN ENTERED INTO [IF DEV COST > \$12,000]? YES NO

HAS THE DA AUTHORISATION (STAGED CONSENT FEE) BEEN PAID TO COUNCIL [\$62.50]? YES NO

IS THE BUILDING LOCATED WITHIN A STATE OR LOCAL HERITAGE AREA? YES NO

[ESTIMATED] DEVELOPMENT COST: [Do not include any non-fixed items, i.e. furniture] \$

I acknowledge that copies of this application and supporting documentation may be provided to interested persons in accordance with the Development Regulations 1993

SIGNATURE: Dated: / /

Please use your PDF readers pen to sign (with mouse), print the document, sign & return or paste your signature as an image

<p>FOR OFFICE USE</p> <p>Schedule 1a</p> <p>Schedule 4 Complying</p> <p>CONSENT REQUIRED</p> <p>Planning</p> <p>Building</p> <p>Land division</p> <p>Additional</p> <p>Development Approval</p>



DEVELOPMENT ACT 1993 - REGULATION 90 ENGAGEMENT OF PRIVATE CERTIFIER

I/ we engage **Trento Fuller**, in relation to the subject building works described in the Development Application Form, to give any consent or approval or make any assessment or decision that they, as Private Certifiers, are authorised to give or make pursuant to part 12 of the Development Act 1993.

I/we confirm that:

- The documents submitted to Trento Fuller are complete, identical and consistent with the Provisional Development Plan Consent [any changes must be liaised with the Council and written consent obtained for the changes, or the issue of Development Approval may be delayed] excluded variations of a minor nature
- 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 and for a Class 1a building (dwelling) under the Building Code, obtained the written consent of the owner of the land to the use of a Private Certifier
- Trento Fuller has my/our authorisation to inspect and copy any document retained by council under Regulation 99(1)
- I/we agree to be bound by the terms of the attached "Terms & Conditions"

Further, I/we understand that in accepting this proposal, I/we accept responsibility for payment of invoices issued by Trento Fuller, in accordance with the fee proposal (if this is not the case, please provide details below of whom all invoices are to be sent) and the term and conditions (1 to 18) outlined in the attached "Terms & Conditions".

[Signature of authorised representative]

[Date]

[Print name of authorised representative]

Please use your PDF readers pen to sign (with mouse), print the document, sign & return or paste your signature as an image

For and on behalf of: _____ [Print Client Name]

Please tick if Invoice will be paid by Applicant Owner or Contact Person

Invoices to be addressed to:

Name: _____

Address: _____

ABN/ACN: _____

Mobile No: _____

Phone No: _____

Email: _____

*Please press submit once you have completed the form and return the saved file via email



TERMS & CONDITIONS

Agreement for the Provision of Certification Services

On providing written acceptance of the TRENTO FULLER proposal accompanying these conditions you accept that in the absence of any other form of agreed conditions that these conditions will apply to the delivery of the Services described.

1. TRENTO FULLER shall provide to the Client the consulting Services described in the accompanying proposal together with such other services as may be agreed from time to time.
2. In providing the Services, TRENTO FULLER shall exercise the degree of skill, care and diligence normally exercised by consultants in similar circumstances.
3. The Client shall provide to TRENTO FULLER a briefing and all information and instructions concerning the Client's requirement for the commission. The Client shall give such assistance, decisions and access as may be reasonably be required to enable completion of the Services to the required programme.
4. The Client shall pay to TRENTO FULLER the Fee and the Reimbursable Expenses as set out in the proposal together with such other amounts in respect of other services agreed to be provided.
5. All moneys payable by the Client to TRENTO FULLER shall be paid within 14 days of invoice. Moneys not paid within that period shall attract interest from the date of invoice until payment at TRENTO FULLER's current bank overdraft rate, on all amounts due and not paid within the period stated above.
6. The liability of TRENTO FULLER to the Client in respect of the project, this agreement and/or the Services shall be limited to the cost of rectifying the works pursuant to the requirements of Schedule 23 of the *Development Regulations 2008*.
7. Copyright in any design, drawings and other documents provided by TRENTO FULLER in connection with the project shall remain the property of TRENTO FULLER.
8. The Client alone shall have a licence to use the documents referred to in Clause 7, for the purpose of completing the project, but the Client shall not use, or make copies of, such documents in connection with any work not included in the project, for which the Services are provided
9. Any dispute between the Client and TRENTO FULLER shall first be the subject of mediation provided that this provision shall not prevent TRENTO FULLER from instituting legal action at any time to recover moneys owing by the Client to TRENTO FULLER.
10. The Client may terminate their obligations under this agreement pursuant to Section 96(1) of the *Development Act 1993* however the Client shall be liable for the total agreed fee in accordance with the fee proposal.
11. If TRENTO FULLER considers it appropriate to do so, it may, with the Client's prior approval, which shall not be unreasonably withheld, engage another consultant to assist TRENTO FULLER in specialist areas. The Client accepts responsibility for all moneys payable to such other consultants.
12. Neither party may assign, transfer or sublet any obligations under this Agreement without the written consent of the other. Unless stated in writing to the contrary, no assignment, transfer or subletting shall release the assignor from any obligation under this agreement.
13. The Agreement between the Client and TRENTO FULLER shall comprise this Terms & Conditions Agreement, the Proposal herein and any other TRENTO FULLER documentation accompanying and referenced by the proposal and shall take effect according to its tenor superseding all other prior instructions and transactions between the parties to the Agreement.
14. The client shall notify TRENTO FULLER of any errors and omissions within 10 working days on completion of the services provided.
15. All monetary amounts set out in this Agreement and its Annexures are exclusive of GST unless expressly noted otherwise.
16. This agreement is governed by the laws of South Australia.
17. 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.
18. The terms of this Agreement prevail over any other terms and conditions including, without limitation, any terms and conditions subsequently provided by the Client