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**OFFICE USE ONLY**

PBS Ref. ....

**DEVELOPMENT APPLICATION FORM**

Council:	Development ID:
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**APPLICANT**

Name:	
Postal Address:	
Phone:	Email:

**LAND OWNER** (if different from applicant)

Name:	
Postal Address:	
Phone:	Email:

**PRIMARY CONTACT** (if different from applicant)

Name:	
Postal Address:	
Phone:	Email:

**INVOICE CONTACT** (if different from applicant)

Name:	
Postal Address:	
Phone:	Email:

**BUILDER** (if applicable)

Has a contract been entered into? **Yes** **No**

Name:	
Postal Address:	
Phone:	Email:

**LOCATION OF PROPOSED DEVELOPMENT**

House No:	Lot No:	Street:	
Suburb:			
Section:	Hundred:	Volume:	Folio:

**DERIPTION OF PROPOSED DEVELOPMENT**

Development Cost: \$		<i>CITB Levy is to be paid if over \$40,000</i>	
Current Class/Use:		Proposed Class/Use:	
If Class 5, 6, 7, 8, 9 - state the desired number of...		Employees:	Occupants:

Has the application been lodged into PlanSA?	<b>PBS to organise</b>	<b>Yes</b>	<b>N/A</b>
Has Planning Consent been granted?	<b>PBS to organise</b>	<b>Yes</b>	<b>No</b>
Does the application involve tree damaging activity to a significant tree?		<b>Yes</b>	<b>No</b>
Does this development require a septic system/connection to sewer?		<b>Yes</b>	<b>No</b>
Has the CITB Levy been paid?	<b>PBS to organise</b>	<b>Yes</b>	<b>N/A</b>
Has an Energy Efficiency Report been provided?	<b>PBS to organise</b>	<b>Yes</b>	<b>N/A</b>

**PLEASE READ AND AGREE TO THE TERMS AND CONDITIONS ON THE FOLLOWING PAGE**

# TERMS AND CONDITIONS

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY

By signing the below agreement, you agree to the following terms and must inform us IN WRITING if any of the below declarations are incorrect.

You declare that the proposed development, subject of this application, is consistent with the planning consent documents and any conditions attached there to (if applicable) unless otherwise stated.

You acknowledge that if a contract with a builder/contractor has been entered into for the proposed development, PBS Australia requires a copy of the Home Warranty Insurance certificate in order to process your Building Consent as required by the Planning, Development and Infrastructure (General) Regulations 2017.

You declare that the proposed development will involve the construction of a building which would, if constructed in accordance with the plans submitted, not be contrary to the regulations prescribed for the purposes of section 86 of the Electricity Act 1996. You make this declaration under clause 6(1) of Schedule 8 of the Planning, Development and Infrastructure (General) Regulations 2017.

You declare that the proposed development will not or would not, involve the clearance of Native Vegetation under the Native Vegetation Act 1991, including any clearance that may occur in connection with a relevant access point and/or driveway, and/or within 10m of a building (other than a residential building or tourist accommodation), and/or within 20m of a dwelling or addition to an existing dwelling for fire prevention and control, and/or within 50m of residential or tourist accommodation in connection with a requirement under a relevant overlay to establish an asset protection zone in a bushfire prone area.

You are required to notify PBS Australia in writing, at the time of application, if you intend on using a 'designated building product' for external cladding and are to provide the associated details for that building product if the building work;

- (i) relates to a building, or class of building, designated by the Minister by notice published in the Gazette; and
- (ii) involves the use of a building product, or kind of building product, designated by the Minister in the notice in circumstances specified in that notice,

For the purposes of this item;

### Designated Building

For the purposes of Regulation 3 of the Development Regulations 2008 a designated building is a building with a Building Code classification of:

- (a) Class 2, 3, or 9 consisting of two or more storeys; or a
- (b) Class 5, 6, 7 or 8 consisting of three or more storeys

### Designated Building Product:

For the purposes of Regulation 3 of the Development Regulations 2008 a designated building product is a building product that consists of a metal panel or lining formed with an aluminium, or similar thin metal sheet material, with any type of core material.

You understand that PBS Australia cannot be in any way connected with a Noncompliant or Nonconforming Building Product, or the approval, the use or installation of a Building Product in a manner which is Noncompliant or Nonconforming. For the purposes of this item;

### Noncompliant

means any Building Product which does not comply with any applicable law or regulatory obligation, including but not limited to: the Building Code of Australia, the National Construction Code of Australia, any relevant Australian Standards, approved conditions, use or application, or the guidelines, practice notes or the like of any relevant building authority or other regulatory body.

### Nonconforming

means any Building Product which purports to meet specific requirements and does not. For instance, is not fit for purpose, is not of acceptable quality, is counterfeit, or contains false or misleading claims about its qualities / properties.

### Building Product

means any wall system, panel, cladding, façade material, external attachment or insulation, including but not limited to; aluminium composite panels, structured insulation panel systems, extruded polystyrene systems, exterior insulation finish systems or external timber panelling systems.

You acknowledge that all accounts are to be paid prior to building consent being issued unless a written arrangement is formed and documented.

You acknowledge that any fees incurred by PBS, including all legal costs, for recovery of debt after the due date are payable by you. Interest is payable by you on all overdue amounts at a rate of 9% per annum, calculated daily.

You acknowledge that any quotes that include statutory/council fees are only a guide and if additional fees are required, they will be invoiced to the invoice contact accordingly. PBS Australia may send you additional invoices if the amount originally charged was incorrect due to any changes in statutory/council fees incurred by PBS.

**I declare that I have read and agree with the terms and conditions above, I acknowledge that I am responsible for payment & reimbursement of all fees and levies paid by PBS Australia associated with this project and I hereby engage PBS Australia under the Planning, Development and Infrastructure Act 2016 to lodge on my behalf (if applicable), assess, and grant Planning Consent and/or Building Consent for the proposed development.**

Signature

:

Name (PRINT)

:

Company

:

Date

: