



OWNER/BUILDERS DECLARATION

Domestic building works only – Under \$16,000.00

Date.....

I/We.....Of.....

Being the owner of land, and/or a building situated

At.....

.....
intend to carry out *Domestic Building Work*, at the above property as an *owner/builder*.

I/We have made an application for a Building Permit in respect of this proposed building work.

1. I/We are aware of our obligations under the *Domestic Building Contracts & Tribunal Act 1995*, whereby, should I/We be required to enter into a written major domestic building contract with tradespersons, including carpenters, bricklayers, concreters, roof tilers, cabinet/kitchen companies, re-stumpers, demolishers, re-roofers and bathroom renovators, etc., where the value of their building work is in excess of \$10,000.00. They are required to be registered building practitioners as required by the Building Practitioners Board, and provide the appropriate warranty insurance for their component of the building work, if the value is over \$16,000.00.
2. I/We undertake to furnish to the Relevant Building Surveyor, the names, category/class and building practitioner's registration number of all persons who carry out domestic building work on our project, where the value exceeds \$10,000.00, and are not exempt, and copies of the applicable warranty insurance certificates where the value of work exceeds \$16,000.00

I/We are also aware of our obligations if we sell the property within 6.0 years & 6 months of the date of issue of an Occupancy Permit or Certificate of Final Inspection, in respect of this building work at the above property. In that we are required to:-

- a. Obtain an inspection report on the building work carried out, [prepared by a *Prescribed Building Practitioner*, not more than six months before entering into a contract to sell the property, listing the details of the building work, conditions, defects, incomplete works etc.], and
- b. Take out an appropriate insurance policy [obtain the Prescribed Warranty Insurance cover for the building work, which will cover the time remaining of the 6.0 years & 6 months]. This time commences from the date of completion of the building work, or the issue date of the Occupancy Permit or Certificate Final Inspection, and
- c. Ensure that a contract of sale includes details of the aforementioned inspection report and insurance policy.

SignedName (printed).....

SignedName (printed).....

WitnessName (printed).....

"owner builder" in relation to a building, means—

- a) people or persons who carry out *domestic building works* either themselves or by directly engaging trades persons, rather than employing a Registered Builder or supervisor to do the complete task for them; and
- b) a person to whom section 137B of the ***Building Act 1993*** applies; or
- c) a mortgagee in possession of the building from that person: or
- d) the executor or administrator of the estate of that person:

"domestic building work" means any work referred to in section 5 that is not excluded from the operation of this Act by section 6;

Section 5. Building work to which this Act applies

- (1) This Act applies to the following work--
- (a) the erection or construction of a home, including--
 - (i) any associated work including, but not limited to, landscaping, paving and the erection or construction of any building or fixture associated with the home (such as retaining structures, driveways, fencing, garages, carports, workshops, swimming pools or spas); and
 - (ii) the provision of lighting, heating, ventilation, air conditioning, water supply, sewerage or drainage to the home or the property on which the home is, or is to be;
 - (b) the renovation, alteration, extension, improvement or repair of a home;
 - (c) any work such as landscaping, paving or the erection or construction of retaining structures, driveways, fencing, garages, workshops, swimming pools or spas that is to be carried out in conjunction with the renovation, alteration, extension, improvement or repair of a home;
 - (d) the demolition or removal of a home;
 - (e) any work associated with the construction or erection of a building--
 - (i) on land that is zoned for residential purposes under a planning scheme under the **Planning and Environment Act 1987**; and
 - (ii) in respect of which a building permit is required under the **Building Act 1993**;
 - (f) any site work (including work required to gain access, or to remove impediments to access, to a site) related to work referred to in paragraphs (a) to (e);
 - (g) the preparation of plans or specifications for the carrying out of work referred to in paragraphs (a) to (f);
 - (h) any work that the regulations state is building work for the purposes of this Act.

"**domestic building contract**" means a contract to carry out, or to arrange or manage the carrying out of, domestic building work other than a contract between a builder and a sub-contractor;

"**major domestic building contract**" means a domestic building contract in which the contract price for the carrying out of domestic building work is more than \$10,000.00 (or any higher amount fixed by the regulations);

"**prescribed building practitioner**" means--

- a) an architect registered under the **Architects Act 1991**; or
- b) a building surveyor or an engineer registered under Part 11; or
- c) a person recognized by the Minister under section 28 of the **House Contracts Guarantee Act 1987** by order in force immediately before the commencement of section 166 of the **Domestic Building Contracts and Tribunal Act 1995**.

d) 137B. Offence for owner-builder to sell building without report or insurance

- e) (2) A person who constructs a building must not enter into a contract to sell the building under which the purchaser will become entitled to possess the building (or to receive the rent and profits from the building) within the prescribed period unless--
- f) (a) in the case of a person other than a registered building practitioner--
- g) (i) the person has obtained a report on the building from a *prescribed building practitioner* that contains the matters that are required by the Minister by notice published in the Government Gazette; and
- h) (ii) the person obtained the report not more than 6 months before the person enters into the contract to sell the building; and
- i) (iii) the person has given a copy of the report to the intending purchaser; and
- j) (b) the person is covered by the required insurance (if any); and
- k) (c) the person has given the purchaser a certificate evidencing the existence of that insurance; and
- l) (d) in the case of a contract for the sale of a home, the contract sets out the warranties implied into the contract by section 137C.

Loddon Shire Council

41 High Street, Wedderburn, Victoria

PO Box 21, Wedderburn, Vic 3518

Telephone: (03) 5494 1200 Facsimile: (03) 5494 3003

Email: loddon@loddon.vic.gov.au