

# APPLICATION TO:

- BUILD WITHIN 1.0M OF AN ASSET
- BUILD OVER AN ASSET AND/OR EASEMENT



(Office Use Only) P.S. number \_\_\_\_\_

Case Number \_\_\_\_\_

## Application Fee \$45.00 (GST free)

Cheque (payable to South East Water Limited)  Cash  Property Development Account No.

Or charge my:  Mastercard  Visa

Card No.

Expiry date  /

Print name \_\_\_\_\_ Signature \_\_\_\_\_

## 1. Applicants Details

I/We \_\_\_\_\_ Agent for Owner / Owner  
(Name of applicant) (Delete that not applicable)

Of \_\_\_\_\_ Postcode \_\_\_\_\_  
(Address of applicant. Correspondence will be forwarded to this address.)

Apply for consent to construct/carry out a \_\_\_\_\_ which affects South East Water's assets and/or easements, as shown on the plans submitted and agree to abide by the conditions of any consent issued by South East Water.

Home phone \_\_\_\_\_ Mobile phone \_\_\_\_\_

Business phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Signed \_\_\_\_\_ Date  /  /

## 2. Property Details

Street No. \_\_\_\_\_ Lot No. \_\_\_\_\_ Street Name \_\_\_\_\_

Suburb \_\_\_\_\_ Melway Ref. \_\_\_\_\_

## 3. Customer Information

1. This application must be accompanied by plans indicating details of the structure to be built and its relationship to the allotment boundaries (ie: a site plan). The application will not be processed without this information.
2. If, in the opinion of South East Water, the information provided is insufficient to fully assess this application, you may be required to provide further details of your proposal. This may delay the processing of the application.
3. South East Water's acceptance of this application and fees for processing is not to be construed as consent to build any structure over the pipe and/or easement, and only relates to this application.
4. Each application is approved on its merits and will be approved or refused as is appropriate, taking into account South East Water's requirements for protection of our assets and public safety. Telephone 131 694 for further advice.
5. Where a structure is to be built over an easement for sewerage or water supply purposes, or within 1.0m of a South East Water asset, the Standard Conditions as detailed on the reverse of this form and any special conditions, apply.
6. Where an application is made by an agent of the owner, the agent warrants that it makes, and has full authority from the owner to make, this application on behalf of the owner. The agent also agrees to provide a copy of this application form and all conditions of consent to the owner.
7. Where an application is made by an agent of the owner, the agent authorises South East Water to provide any information relating to this application and erection of the structure to the owner.
8. Failure to obtain South East Water's consent for a "build over" constitutes an offence under the Water Industry Act 1994 (Vic).

Property Address \_\_\_\_\_

Approval for the construction of any building or structure over South East Water’s assets and / or easements or within 1.0m of South East Water’s assets is conditional on the following standard conditions of consent;

1. The owner shall make himself/herself aware of the terms and conditions of this consent.
2. These standard conditions form part of the approval for the construction of the approved building or structure over South East Water’s assets and / or easements or within 1.0m of South East Water’s assets and shall be read in conjunction with:
  - a. Special conditions as detailed in correspondence dated (delete if special conditions are not applicable) and / or
  - b. The approved plan showing the \_\_\_\_\_ and South East Water’s endorsement.
3. The owner permits South East Water and its employees, authorised agents and contractors to enter into and upon the land and / or the building and structures contained on the land, for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, and if necessary for that purpose to excavate through any part of the building or structure for which approval has been granted.
4. The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the approved building and structures or any other property including the property of any person, and any illness, death or injury of any person as a result of works carried out by South East Water and its employees, authorised agents and contractors for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, beneath or in the vicinity of the building or structure except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.
5. The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the South East Water sewer, pipe or other structure, or any other property, including the property of any person, and any illness, death or injury of any person, as a result of the approved building or structure having been constructed over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement.
6. The owner indemnifies and shall keep indemnified South East Water against all actions, claims, suits and demands losses, damages, costs and expenses of any kind, arising out of or incidental to the construction of and / or retaining the approved building or structure over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement; and any works carried out by South East Water referred to in clause 4 except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.
7. The owner accepts full responsibility for the structural sufficiency of the approved building or structure and its footings, having regard for the presence of the South East Water sewer, pipe, other structure and / or easement.
8. Where a building control authority requires that a pier and beam type footing system is constructed to support the building or structure, such pier and beam footings shall not involve the use of impact driven piles and / or structures cantilevered over the South East Water sewer, pipe or other structure.
9. Any deviation from the approved plans will require a further application to be submitted for consideration. Such amended proposals will be considered on the merits of the application and may or may not be approved by South East Water.
10. The owner agrees to disclose the existence of and conditions of this consent to intending purchasers or mortgagees of the land and / or the building and structures contained on the land.
11. This agreement shall be binding on all subsequent owners of the land and/or the approved building or structure contained on the land.
12. It is the owner’s responsibility to comply with all conditions of this consent. Failure to comply will invalidate the consent and may render the owner liable for prosecution as provided for in the Water Industry Act.

This consent does not constitute a building permit or a planning permit, as may be required by the Building Code of Australia, and the various building ordinances and by-laws of the State of Victoria and the Municipal authority in which the land is situated.

The existence and conditions of this agreement will be disclosed to any person making an “Application for an Information Statement” as part of advice pursuant to section 75 of the Water Industry Act 1994.

Officer's Signature \_\_\_\_\_

Date   /   /

Name (printed) \_\_\_\_\_

**Privacy Statement**

South East Water is collecting the information requested on this form for the purpose of providing goods and services to you and improving those goods and services. Without all or part of this information the goods and services may not be provided to you. This information will be handled in accordance with our legal obligations. You may request access to your personal information. The information may be disclosed to third parties in relation to the provision of goods and services, including South East Water’s contractors assisting in the provision of these goods and services, Melbourne Water, the Minister or the Environment Protection Authority. For a copy of South East Water’s privacy charter which describes in more detail how personal information may be used, or details on how to access your personal information, see the web site at [southeastwater.com.au](http://southeastwater.com.au) or contact 131 694.