

## OWNER AGREEMENT OF BUILDING SURVEYOR APPOINTMENT CONDITIONS OF APPOINTMENT

I, \_\_\_\_\_ (Being the property owner)  
of project address: \_\_\_\_\_

Hereby appoint Michael Shaw / Red Textas Consulting Building Surveyors as the Relevant Building Surveyor (RBS) for the above project.

In appointing Red Textas, I understand that building permit fee must be paid in full prior to the issue of the permit including Government Levies which are a proportion of the job cost/contract amount. The building permit / mandatory building inspections will be inclusive in this initial fee.

I understand that it is my responsibility (or my builder) to call for the mandatory building inspections as specified on the building permit within 24 hours prior of the inspection. I am aware that the building permit needs to be displayed in a prominent location on the site.

I agree to pay (or my builder) for any additional inspections before the issue of the Final Inspection Certificate / Occupancy Permit. Additional inspections are those carried out which exceed the amount of inspections specified in the fee proposal / tax invoice.

I agree to pay (or my builder) for any building enforcement work (i.e. Issuing of Building Notices and Orders) required to be carried out by the Relevant Building Surveyor as a result of works not being compliant with the Building Regulations and / or Building Permit.

I agree to pay (or my builder) for any variations to the building permit including extension to the commencement and completion dates, which are generally 12 months and 24 months for housing projects from the building permit issue date. I understand that any final inspection called after the building permit has lapsed will incur a fee.

I agree to pay for any works carried out to date in the event my application is cancelled.

I agree to run application electronically, where no hard copies will be provided by Red Textas.

I agree to pay the VBA levy amount to Red Textas in order for the surveyor to obtain a Building Permit Number (and pass on the levy) on my behalf from the VBA prior to permit issue.

I acknowledge that it is my responsibility to notify the VBA of any increase in cost of works during construction, within 28 days of becoming aware of the increase (where increase is more than \$15,625 and a building permit amendment/variation is not required).

Signed by owner: \_\_\_\_\_

Date: \_\_\_\_\_

### Notes/ Building permit conditions of application:

- Building levy is determined from the value of work or replacement value. An audit may occur if amount indicated on this form is considered inaccurate or inconsistent with industry standards.
- Applicants are obliged to indicate on this form any work being carried out by the owner and associated costs. i.e. above amount specified under the builder's insurance.
- The signing of this form acknowledges the appointment of Michael Shaw as the Relevant Building Surveyor for the building work, as prescribed by Section 76 of the Building Act. It also acknowledges that, to the best of the applicant's knowledge, there has been no other building surveyor appointed in the same role.
- The signing of this form acknowledges that no building work has commenced and an understanding that no work may commence until the applicant has received the building permit.
- Any building permit issued by Red Textas is not evidence that the design complies with any restrictive covenant or encumbrance over the land. It is my responsibility to ensure compliance with any encumbrance on the title and, in some cases, I may need to seek legal advice prior to commencing any building works.
- Signing of this form not only acknowledges our engagement as the RBS but payment by the owners of the accrued professional fees. This would occur regardless whether the job proceeds or not. Fees would be worked out (invoiced to owner), based on current industry rates and include all administration fees in establishing and maintaining the building permit file.