

**OWNER AGREEMENT OF
BUILDING SURVEYOR APPOINTMENT
CONDITIONS OF APPOINTMENT RELATING TO
CONCRETE POOLS AND POOL SAFETY BARRIERS**

I, _____ (Being the property owner)
of address: _____

Hereby appoint Red Textas Building Surveyors and/or nominee as the Relevant Building Surveyor (RBS) for the above project.

In appointing Red Textas, I understand that building permit fee must be paid (by owner / builder) prior to the issue of the permit including Government Levies which are a proportion of the total job cost (including fencing). The building permit and two mandatory building inspections will be inclusive in this initial fee.

I understand that it is my responsibility to maintain the temporary fencing continuously (from day pool is filled) until the permanent fence has been installed and inspected. The temporary fence must be sturdy and securely fixed (to withstand weather), at least 1.2 metres in height and without any gaps exceeding 100mm.

I understand that it is my responsibility to maintain the building permit (i.e. does not expire) and call Red Textas for the final inspection of the permanent pool barrier and obtain the final inspection certificate.

I am aware that the building permit will expire 6 months after the date of commencement of works and that I must apply for variation of permit to extend the building permit if more time is required, e.g. in case of 'sleeper pools' where other building and/or landscaping works is being carried out.

I am aware that I need to maintain the displayed building permit in a prominent location on the site.

I agree to pay Red Textas for any additional costs associated with the swimming pool & barrier compliance. This includes additional building inspections, issue of building permit variations (permit extensions) and any work related to building regulation enforcement (i.e. Issuance of Building Notice, Building Orders or Direction to fix). Red Textas fees are a minimum rate of \$220.00 (inclusive of GST) per hour which includes travel time to and from site, with the minimum fee to vary (extend) the permit being \$ 660 (inclusive of GST).

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

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).

I am aware that I need to register my pool with the relevant municipal council within 30 days of receipt of the Final inspection certificate.

Is the pool safety barrier included in the Builders contract? Yes: No:

If no, I acknowledge that as the 'owner', I am responsible for the construction of the permanent pool safety fence (barrier) which can be described as _____ (example: metal or glass AS 1926 compliant pool fence), and will be at an additional cost to the concrete pool of \$_____.

I am aware that any building works on the fence that exceed \$16,000 would require me to obtain a certificate of consent as an owner builder from the Victorian Building Authority.

I am aware that no changes are to be made to the pool location and pool safety barrier design without an amended building permit approval.

I understand that it is my responsibility to provide council with a Form 23 compliance certificate within 30 days of completion of works. I am aware that Red Textas will provide me with this certificate at the additional fee of \$250 + GST

Signature of owner _____ Print name: _____

Date _____ Contact Phone _____ Email: _____

Notes:

- Concrete pool installation must be strictly in accordance with the engineering design including the structural steel work, water recirculations system and hydraulics
- 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 Red Textas and/or nominee 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.
- By engaging Red Textas you acknowledge that one of the Registered Building Surveyors within the company will be appointed as the Relevant Building Surveyor/Designated Building Surveyor for your project. You will be duly notified of the Relevant/Designated Building Surveyor (name and registration number that will accompany your building permit), as will the relevant Council at the earliest convenience.
- 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.