

**OWNERS AGREEMENT FOR A SWIMMING POOL PERMIT**

I being the owner of (property address) \_\_\_\_\_ hereby agree to the application for a building permit to be made to Comet Trail Pty Ltd Trading as Nepean Building Permits to install a swimming pool/spa &/or safety barrier at the above address.

I further agree to the following conditions in respect to this process:

- ❖ I understand that the installation of a swimming pool/spa requires it to be filled with water as soon as installed and that the builder will immediately place a temporary safety barrier around the pool/spa complying with AS 1926. (If applicable).
- ❖ I understand that I must erect a temporary barrier to any swimming pool/spa excavation and that the temporary barrier must comply to AS1926 and must not be removed until the permanent safety barrier has been installed, inspected and approved by the Relevant Building Surveyor or their Representative.
- ❖ Where the temporary safety barrier has been removed and/or the permanent safety barrier has not been inspected or approved, the Relevant Building Surveyor must serve a Building Notice as required by the Building Regulations for safety reasons and the below fees will apply.
- ❖ I understand that the permanent safety barrier must be placed, inspected & approved within 6 months of the date of the installation of the pool/spa.
- ❖ I understand that the owner, builder or person in charge of building work must notify the Relevant Building Surveyor that construction of the swimming pool/spa and associated barrier has commenced.
- ❖ I understand that I am responsible for compliance of the safety barrier to be placed and ensure compliance with AS 1926.
- ❖ I understand that the contractor/builder has paid for a maximum of (1) one inspection (fibreglass above ground pool/spa) or (2) two inspections (concrete pool/spa) or (3) three inspections (fibreglass in-ground pool/spa) of the site by the Relevant Building Surveyor or their Representative.
- ❖ I understand that should existing boundary fences be used as part of the safety barrier, I shall be responsible for ensuring the compliance of the barriers to AS 1926 prior to installation of the pool/spa. Further to the above statement, where the existing boundary fences need upgrading, I accept full responsibility for obtaining the consents of the adjoining neighbours prior to installing the pool/spa. If consent from the neighbour is unable to be obtained, the safety barrier must be placed inside the property boundary line.
- ❖ I understand where safety barriers are to be placed higher than 1.8 metres, further written consent may be required from my Council and it is my responsibility to obtain this consent and report.
- ❖ Please be aware that Councils are taking enforcement action on illegal works – even minor structures. Structures such as timber decks, retaining walls, verandah's etc may require a separate building permit and should be organised now if you intend to construct any of these types of works in conjunction with your pool. The Building Regulations require a Building Notice to be served (costs apply) when structures are built without a building permit and may result in costly remedial works or even removal of the illegal structure.
- ❖ I understand and accept that should additional inspections be required due to noncompliance of the pool/spa safety barrier, the following additional fees will apply and be payable direct to the Relevant Building Surveyor within (7) seven days of date of invoice:
  - ❖ Additional Inspections = \$132.00 (minimum inc GST) (Rural areas are a higher cost).
  - ❖ Building Notice = \$275.00 (minimum inc GST)
  - ❖ Building Order = \$550.0 (minimum inc GST)

Signed by the Owner: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Phone No: \_\_\_\_\_

Email: \_\_\_\_\_