





6. PAYMENT

- Deposit of all payments will be required prior to starting review of each stage and at discretion of Consulting Building Surveyor.

7. ENTIRE AGREEMENT AND NO REPRESENTATIONS

- These terms and conditions constitute the entire agreement between LHBP and the Client and no reliance may be placed by the Client upon any oral discussions or representations made prior to or at the time of signing this agreement. The Client will make no claim or demand in relation to any such representations either at common law or alleged breach of the Trade Practices Act 1974 (Commonwealth) or the Fair Trading Act 1985 (Vic). The BS is not an estimator or quantity surveyor.

8. DEBT COLLECTION

- Failure to pay fees when due will incur additional costs and the Client shall be liable to pay any debt collection fees and costs that may arise as a result of late or non payment of fees.

9. CONDITIONS

- Deposit payments are not the total fees. LIGHTHOUSE BUILDING PERMITS reserves the right to charge any additional fees that may be applicable at any stage through the process of considering illegal works.
- Where additional building works are required such as rectification or completion of illegal works, a new building permit will be required to be issued prior to starting works. The building permit required for these new works is not covered under this agreement.
- Each council may have a different approach to satisfying illegal works as built. LIGHTHOUSE BUILDING PERMITS will not be held responsible for council decisions and interpretation of the building regulations in relation to satisfying a building notice / order.
- LIGHTHOUSE BUILDING PERMITS may refuse to carry out any further assessments at any time in writing. Any outstanding deposit monies will be refunded.
- It is not the responsibility of this office to chase compliance of the building notice / order as issued by council. This responsibility lies solely with the owner.
- After a period of 6 months this agreement may be terminated by LHBP if no substantial progress has been made by the client in resolving any issues or matters in relation to complying with the Building Notice issued by the Municipal Building Surveyor.
- LIGHTHOUSE BUILDING PERMITS are not responsible for any government legislation that may change the process of assessment of illegal works that is introduced after the date of the agreement.

EXECUTED BY THE PARTIES AS AN AGREEMENT

Signed (Client):

Date

Name for and on behalf of client:

Signed (LIGHTHOUSE BUILDING PERMITS):

Date
