

# APPLICATION FOR A COMPLYING DEVELOPMENT CERTIFICATE (CLASS 1 & 10 BUILDINGS ONLY)

## Principal Certifying Authority Agreement

Issued under the Environmental Planning & Assessment Act, 1979

**PRIVACY POLICY:** The information you provide in this application will enable your application to be assessed by the Certifying Authority under the Environmental Planning and Assessment Act, 1979. If the information is not provided, your application may not be accepted. The application can potentially be viewed by members of the public. Please contact **Central Coast Certifiers Pty Ltd** if the information you have provided in your application is incorrect or requires modification.

APPLICATION TYPE					
<input type="checkbox"/> Complying Development Certificate			<input type="checkbox"/> Appointment as PCA		
<input type="checkbox"/> SEPP (Exempt & Complying Development Codes) 2008, or <input type="checkbox"/> Other Environmental Planning Instrument (EPI) Please specify which EPI:			Date Application Received: <i>(office use only)</i>		
APPLICANT DETAILS (CANNOT BE THE BUILDER, UNLESS THE BUILDER IS THE OWNER OF THE LAND)					
Name			Ph No.		
Email			Fax No.		
Address					
DEVELOPMENT DETAILS					
Subject Land			Lot No.		DP/SP
Description of Development					
Class of Building			Value of Work	\$	
Date Work will Commence			Council Area		
Asbestos	Will any bonded/friable asbestos material be disturbed, repaired or removed? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'yes', please specify the estimated area _____ m <sup>2</sup>				
Building Setbacks	Does the development involve the erection of a wall that is less than 900mm from the boundary? <input type="checkbox"/> Yes <input type="checkbox"/> No Does the development involve the demolition or removal of a wall that is less than 900mm from the boundary? <input type="checkbox"/> Yes <input type="checkbox"/> No If 'yes', an engineers report is required detailing the method of support for the wall(s)				
BUILDER / OWNER BUILDER DETAILS					
Name					
Address					
Contact Number			Licence No.		

### OWNERS ACCEPTANCE OF SERVICE AGREEMENT / APPOINTMENT OF PCA

In accordance with the Terms and Conditions contained herein and the issued Fee Proposal document, I hereby agree to this Service Agreement with **Adam Smyth** or **Andrew MacKenzie** of **Central Coast Certifiers Pty Ltd**, including the associated payment of fees. In accordance with the Act and Regulations, I hereby make application to appoint the Principal Certifying Authority ('the PCA') for proposed building works under the subject development of this agreement. I acknowledge that **Adam Smyth** or **Andrew MacKenzie** of **Central Coast Certifiers Pty Ltd** is not the PCA until it has accepted and confirmed its appointment to me in writing.

Owners Name ( <u>ALL</u> owners)	
Owners Address ( <u>ALL</u> owners)	
Owners Signature ( <u>ALL</u> owners)	

## PRINCIPAL CERTIFYING AUTHORITY (PCA) SERVICE AGREEMENT

Environmental Planning and Assessment Act, 1979 ("the Act")

Environmental Planning and Assessment Regulation, 2000 ("the Regulation")

### TERMS & CONDITIONS

#### OBLIGATIONS OF THE ACCREDITED CERTIFIER / PCA

##### A. Critical Stage Inspections

- A.1 The AC/PCA (or another AC agreed to by the PCA) shall carry out the critical stage inspections as prescribed in the Regulations and other required inspections contained in the notice issued by the PCA to the client under S81A of the Act and C103A of the Regulations.
- A.2 The PCA shall issue an inspection result sheet for each inspection undertaken.

##### B. Issuing of Occupation Certificate

- B.1 The PCA shall issue an Occupation Certificate for the building works when satisfied that:
  - B.1.1 All conditions of the development consent required to be satisfied prior to the issue of the Occupation Certificate have been complied with;
  - B.1.2 The building works are in conformity with the issued development consent, the Act and Regulations;
  - B.1.3 The building works are suitable for occupation in accordance with their classification under the BCA;
  - B.1.4 All commitments listed within the BASIX certificate (if applicable) have been fulfilled;
  - B.1.5 A fire safety certificate has been issued (unless a Class 1 or 10 building);
  - B.1.6 An application for the issue of an Occupation Certificate has been received and the fee specified in the issued "Fee Proposal" for the issue of such certificate has been paid to the PCA;
  - B.1.7 The building does not pose any threat to the health or safety of the occupants in the case of an Interim Occupation Certificate; and
  - B.1.8 In the case of a Final Occupation Certificate, all outstanding payments have been received (as per this agreement).

#### OBLIGATIONS OF THE CLIENT

##### C. The client:

- C.1 Shall ensure that the site/works are available for the PCA to carry out its contractual and statutory obligations;
- C.2 Shall ensure that competent people are used/engaged for all aspects of the building works;
- C.3 Agrees to attend any meetings if required by the PCA;
- C.4 Agrees to comply with any Notices or Orders that the PCA issues;

- C.5 Shall arrange for provision of additional professional reports/certificates as requested by the AC/PCA. Note: Central Coast Certifiers may rely upon certification(s) from appropriately qualified persons to verify components of the project to demonstrate compliance with the conditions of approval. This may also include survey reports;
- C.6 Shall provide all information that can be reasonably obtained to enable the AC/PCA to fulfil its obligations;
- C.7 Agrees to act in good faith in accordance with the Act and Regulations and in a co-operative fashion;
- C.8 Shall comply with all terms and conditions of the issued approval and statutory requirements;
- C.9 Shall ensure no nuisance and/or damage is caused to any adjoining properties and/or adjacent public place and that no work (including excavation, drainage and/or footings) is carried out on any adjoining property;
- C.10 Shall ensure that the PCA receives the required notification of inspections in the manner and timeframe detailed in the PCA's notice to the client issued under S81A(2)(b1)(ii) of the Act and C103A of the Regulations. There will be no refund of inspection fees in the case of a missed mandatory critical stage inspection;
- C.11 Shall ensure that there is no occupation and/or use of the building until it is authorised by the issue of an Occupation Certificate under the relevant approval;
- C.12 Shall not carry out, permit and/or allow any development or work in breach of the Act, Regulations or the Building Code of Australia (BCA), or that encroaches upon an adjoining property;
- C.13 Acknowledges that any application for the issue of an Interim Occupation Certificate or Modified Construction Certificate/Complying Development Certificate is subject to a separate "Fee Proposal" (and payment of such fees) prior to issue of the subject certificate(s).

#### COMMENCEMENT OF BUILDING WORK / PCA APPOINTMENT

##### D. The client shall:

- D.1 Ensure no building work is commenced until the required Construction Certificate/Complying Development Certificate has been issued;
- D.2 Ensure no building work is commenced until the client has received the PCA's notice under S81A(2)(b1)(ii) of the Act and C103 of the Regulations;
- D.3 Ensure no building work is commenced until the client has complied with the requirements of S81A(2)(b2) of the Act;
- D.4 Ensure the Principal Certifying Authority (PCA) signage, as provided, is displayed in public view on the property and maintained for the duration of building works.

##### The client acknowledges that:

- D.5 The statutory PCA appointment role under this Service Agreement is not accepted by the AC until the client has satisfied the requirements of D.1 to D.4 above and the PCA has confirmed such appointment in writing to the client in the notice issued under S81A(2)(b1)(ii) of the Act and C103A of the Regulations.

#### GENERAL MATTERS

##### E. If:

- E.1 Any part of the building is redesigned and/or constructed contrary to the issued construction approval and/or this agreement;
- E.2 An amendment to the Act, the BCA, or any other law requires any aspect of the building works or the AC's/PCA's work to be varied;
- E.3 The PCA is required to undertake more inspections than those paid for under the issued "Fee Proposal";
- E.4 The builder, owner and/or client does anything that causes a delay to the building works or does anything that delays the ability of the AC/PCA to carry out its obligations under this agreement;
- E.5 Written correspondence is received by the AC/PCA from the Council and/or an adjoining owner/occupant and/or other person/authority in regard to the development works and/or the subject property and such correspondence necessitates additional work by the AC/PCA (and/or others on behalf of the AC/PCA);
- E.6 Preparation is needed of additional reports, letters, photocopying etc. at the request of the client, owner or builder;
- E.7 Unauthorised building work is carried out on the property and/or any adjoining land;
- E.8 Any Notice or Order is issued by the PCA or Council or other authority or court;

the AC/PCA may charge additional fees at a rate of \$200 (plus GST) per additional hour of work incurred. Notice of such additional fees is to be made by way of notice to the client in writing stating the reason(s) for the additional fees, the amount of the additional fees and the required payment time.

##### F. Duration of Works

An Occupation Certificate must be applied for and issued within 24 months of the date of the construction approval. Failure to comply with this requirement shall entitle the Certifying Authority to terminate the contract, or to charge additional fees for any inspections, including the final inspection and issue of any Occupation Certificate.

**G. Termination**

- G.1 The AC/PCA may terminate this agreement at any time by issuing a Notice of Termination in circumstances involving any breach of this agreement and/or failure to pay any money owed to the AC/PCA, or in circumstances where upon the AC/PCA's obligations are restrained by an order of a court of law;
- G.2 The client must pay all termination money to the AC/PCA within 14 days of receiving a Notice of Termination;
- G.3 If the PCA or client terminates the Agreement, the PCA is entitled to carry out a further inspection at the client's expense (such inspection being necessary to audit and document the works as of that time);
- G.4 This Agreement and PCA appointment automatically exhausts upon the issue of the Final Occupation Certificate.

**H. Effect of Contract**

- H.1 This contract represents the entire contractual agreement between the parties and overrides any other documents or oral representations upon which the parties may seek to rely to generate any legal effect or to imply any contractual obligation.

**INFORMATION REQUIRED FOR THE AUSTRALIAN BUREAU OF STATISTICS**

Please complete this table indicating the types of building materials to be used in association with this application

FRAME	FLOOR	WALLS	ROOF
<input type="checkbox"/> Timber <input type="checkbox"/> Steel <input type="checkbox"/> Aluminium <input type="checkbox"/> Other <input type="checkbox"/> Not specified	<input type="checkbox"/> Concrete or Slate <input type="checkbox"/> Timber <input type="checkbox"/> Other <input type="checkbox"/> Not specified	<input type="checkbox"/> Double Brick <input type="checkbox"/> Brick Veneer <input type="checkbox"/> Concrete or Stone <input type="checkbox"/> Fibre Cement <input type="checkbox"/> Timber <input type="checkbox"/> Curtain Glass <input type="checkbox"/> Steel <input type="checkbox"/> Aluminium	<input type="checkbox"/> Tiles <input type="checkbox"/> Concrete or Slate <input type="checkbox"/> Fibre Cement <input type="checkbox"/> Steel <input type="checkbox"/> Aluminium <input type="checkbox"/> Other <input type="checkbox"/> Not specified
Gross Floor Area of Proposed Development (m <sup>2</sup> )			