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South Coast Building Approvals and Inspections

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Replacement of Principal Certifying Authority

A Principal Certifying Authority (PCA) may be replaced if the current PCA for the development, the person who appointed the current PCA, and the person who is proposed to be appointed to replace the current PCA all agree.

DETAILS OF THE DEVELOPMENT

Development Address:

Council Area:

Brief description of development:

Development Consent/ Complying Development Certificate number: Date of issue:

Who issued the consent or CDC?

Construction Certificate number: Date of issue:

Who issued the CC?

DETAILS OF THE CURRENT PCA

Please identify who was appointed as the Principal Certifying Authority for the development the subject of the development consent/complying development certificate identified above:

Name (where the PCA is an Accredited Certifier):

Business Name:

Business Address:

Phone: Mobile:

Fax: Email:

Accreditation Number (where relevant):

Please attach a copy of the Notice of Appointment of the PCA

DECLARATION & SIGNATURE OF THE CURRENT PCA

By signing below I hereby agree to the appointment of another PCA for the abovementioned development.

Name: Signature:

Date: Accreditation Number (where relevant):

Name of authorised officer (where relevant):

DETAILS OF THE PERSON WHO APPOINTED & INTENDS TO REPLACE THE CURRENT PCA

Name:

Home/Business Address:

Postal Address:

Phone: Mobile:

Fax: Email:

DECLARATION & SIGNATURE OF THE PERSON WHO INTENDS TO REPLACE THE CURRENT PCA

I/we have read and agree to the terms of the service agreement as detailed in **Appendix A** below. I/We consent to the appointment of **Peter Campbell** as the Principal Certifying Authority in accordance with the **Principal Certifying Authority Service Agreement** attached as **Appendix A** below.

I/We also consent to this form being considered as an application for an Occupation Certificate. The date of such application will be taken to be the date that a final inspection is requested.

I/we also consent to **South Coast Building Approvals and Inspections and any of its employees** obtaining a full copy of the approved and stamped DA plans (including floor plans) in relation to this project from the relevant Local Government Authority.

Name: Signature:

Date:

DETAILS OF THE REPLACEMENT PCA

Name: Accreditation Number:

Business Name:

Business Address:

Phone: Mobile:

Fax: Email:

DECLARATION & SIGNATURE OF THE REPLACEMENT PCA

By signing below I hereby agree to being appointed as the PCA for the abovementioned development.

Name: Signature:

Date:

APPENDIX A

This is the service agreement between the applicant for the Construction Certificate or Complying Development Certificate where **Peter Campbell** is appointed as the Principal Certifying Authority ("PCA"), to carry out nominated inspections of the building works and to issue the required final Occupation Certificates.

Terms and Conditions of Appointment

1. General

- The applicant agrees to pay our professional service fees for the application and/or appointment as the PCA upon issue of an invoice.
- The applicant agrees not to engage another PCA after the PCA appointed pursuant to this agreement has been engaged.
- The applicant agrees to provide access for the PCA to the building site that is the subject of this agreement in order that the PCA may carry out their obligations under this agreement.
- The applicant agrees to attend any meetings if required to do so by the PCA.
- The applicant agrees to comply with any Notice of Intention to Serve an Order that the PCA may issue.
- The applicant agrees to advise the PCA within two (2) working days of the date of practical completion.
- The applicant and the owner consent to receiving electronic documents via email.

2. Quality of Service

- In consideration of the applicant paying our fees we agree to undertake inspections of the work during construction to determine, at the times of inspections, any works required to be undertaken, before work can commence on the next stage of construction.
- Written reports will be provided via email and given to the applicant, who will be responsible for construction of the building in accordance with the Development Consent, Construction Certificate, Building Code of Australia and the relevant Australian Standards. Our inspection services will be carried out in a professional manner and in accordance with the Environmental Planning and Assessment Act 1979 ("Act").

3. Building Inspections

- We will inform you in writing via email which inspections will be required by either **South Coast Building Approvals and Inspections** or an accredited structural engineer.
- You acknowledge that building inspections are to be undertaken at critical phases of the building process and that work **must not** proceed beyond each phase until you have complied with any instructions from the PCA.
- You acknowledge that it is your responsibility under this Agreement to ensure that we are given not less than 48 hours notice (excluding weekends and public holidays) of when works will be ready to be inspected.
- You acknowledge that the PCA may engage the services of a third party Accredited Certifier to carry out critical stage inspections on its behalf.
- You acknowledge that as the acting PCA, we may at any stage request you or your builder to provide specialist reports, plans, specifications and certification of building materials, processes or works. Additional documents we may request (where necessary) include engineer's plans, engineering reports, engineering certification, Compliance Certificates and Fire Safety Certificates.
- You acknowledge that we will not be available to carry out critical stage inspections and you will not call for critical stage inspections during the annual building industry shutdown for a period of at least 2 weeks starting on 25 December each year.
- If you fail to call for an inspection required by the Development Consent conditions or this Agreement:
 - ◆ We may terminate this agreement without further notice to you; or
 - ◆ You must provide us with reasons in writing as to why the inspection was missed and provide evidence as to the quality of the work undertaken.

4. Compliance with relevant legislation

- You acknowledge that it is your responsibility (and that of your Builder or sub-contractors) to ensure that you comply with all relevant legislation, consents and approvals relating to the subject development. These include, but are not limited to, the following Acts and Regulations: *The Environmental Planning and Assessment Act 1979; The Contaminated Land Management Act 1997; The Protection of the Environmental Operations Act 1997; The Local Government Act 1993; The Roads Act 1993; The Traffic Act 1909.*
- You agree to immediately disclose to us any known breach of any relevant legislation or matter that may require rectification or remediation.
- In the event you fail to conduct works in accordance with relevant consents, approvals, legislation and the BCA, we may refuse to issue an Occupation Certificate. We may also serve on you notices and orders with respect to your non-compliance and/or may institute legal proceedings with respect to any such breach.

5. Structural Engineering and Other Specialist Details

- We will inform you via email which specialist details are required. The details and reports which are nominated must be provided to us in a timely manner and before the PCA attends site for the critical stage inspections that the details or reports relate to.

6. Compliance Certificates and Survey Reports

- We will inform you via email which compliance certificates and survey reports are required. Any nominated survey reports must be produced by a surveyor registered under the Surveyors Act 1929 or accredited under the Professional Surveyors' Occupational Association NSW Inc. Scheme.

7. Compliance Certificates and other Certifications

- We will advise you via email of those matters that require certification at any stage of construction and prior to issuing any Occupation Certificate.
- To ensure compliance with the Construction Certificate and BCA, you or your Builder must provide certification to us (at the relevant stages of construction) verifying that the specialist matters nominated via email to you have been carried out in accordance with the relevant requirements of the BCA, Australian Standards, and this agreement.
- Any delays in providing the required Compliance Certificates and/or other Certificates may result in delays in you obtaining your Occupation Certificate. You acknowledge that it is your responsibility to supply all required certificates in a timely manner to enable us to process applications to occupy the building.
- You acknowledge that certification must be prepared by a suitably qualified and experienced person, and must reference the relevant provisions of the BCA and Australian Standards, to the satisfaction of the PCA.

8. Occupation Certificate

- You must submit an application for an Occupation Certificate to us.
- You must obtain an Occupation Certificate from us prior to the occupation or use of a new building (or part of a building), or prior to the change of an existing building use/classification. Failure to obtain the required Occupation Certificate may result in you being penalised under the Act.
- You may make an application to us for an interim Occupation Certificate, if you would like to temporarily occupy the building. You must pay additional fees as agreed, comply with the development consent conditions, and demonstrate the building is safe for occupation, to the satisfaction of the PCA.

9. Insurance

- You must take out and maintain, or ensure that the builder takes out and maintains, valid public liability insurance cover with respect to the Land/Property to the value of \$10,000,000.00

10. Competent persons

- You shall only use competent and authorised/licenced persons for all aspects of the building works.

11. Conflict resolution

- You acknowledge that you will co-operate with our instructions within the time periods provided, with respect to any justified concerns from neighbouring property owners, the Local Council, or any other person.

12. Service Agreement variations

The PCA is entitled to require additional certification fees if any of the following occurs:

- If the building works do not commence within 60 days from the date of this agreement.
- If any part of the building works are redesigned.
- The number of inspections we are requested to carry out exceeds the number initially paid for.
- You request us to carry out critical stage inspections on Saturdays, Sundays or public holidays.
- More than 1 construction certificate and or 1 complying development certificate, and 1 occupation certificate are required to be issued.
- Any part of the building works that were designed pursuant to a deemed to satisfy provision of the BCA are subsequently changed to a design that requires an alternative solution.
- Any conflicts occur as a result of the building work which require the PCA's involvement.
- Any notice of intention to serve an order is required to be issued by the PCA.
- You request us to provide advice, either verbally or in writing.

13. Service Agreement Termination

The applicant is entitled to a refund of 50% of unused inspection fees if any of the following occur:

- The subject property is sold to another person and the applicant notifies us in writing of the sale and requests that the service agreement be terminated.

The PCA may terminate this service agreement by sending a written notice of termination, via email or by post, stating the breaches, to the client. Termination will take effect as soon as the client receives the notice of termination. This agreement may be terminated should any one of the following occur:

- The client fails to pay any money owing to the PCA after 7 days of that money becoming payable.
- The client has an execution levied against it, assigns or attempts to assign its estate for the benefit of its creditors, has a winding up order made against it, goes into liquidation, has a Mortgagee taking possession of its property, has a liquidator appointed, becomes insolvent or bankrupt, or sells the subject property to another person.
- The client commences construction prior to the issuing of a Construction Certificate.
- The client breaches this service agreement in any respect.
- The client does not provide **South Coast Building Approvals and Inspections** with the required information to issue the Occupation Certificate within 60 days from the date of practical completion.
- The building works take longer than (2) two years to complete from the date of this service agreement.
- The client does not co-operate with any written instructions provided by the PCA.