

## NOTICE OF COMMENCEMENT OF BUILDING WORK AND APPOINTMENT OF PRINCIPAL CERTIFYING AUTHORITY (PCA)

### 1. Subject land details

Unit/Street no.  Street name   
 Suburb  Postcode   
 Lot no.  DP no.

### 2. Other Consent(s) (If applicable)

Council DA  Consent No.  Modified No. (If applicable)   
 Or Council CDC  Date of approval  Date of Modification (If applicable)

### 3. Description of Approved Development

### 4. Construction Certificate or Complying Development Certificate details

Certificate No.  Date of Issue

### 5. Principal Certifying details

Accredited Certifier: Tom Bowden Accreditation No: BPB0042   
~~Accredited Certifier: Heath McNab Accreditation No: BPB4893~~

### 6. Builder's details

Builder's Name  Licence No. Or Permit No.   
 Address  Telephone No.

### 7. Home Building Act 1989 requirements

Has the Principal Certifying Authority been provided with a copy of the Home Warranty Insurance Certificate under Part 6 of the Home Building Act 1989?  
 Yes  No  N/A - Owner Builder or value of works less than \$20,000.00

### 8. Date building work is to commence

Date   
 OWNER: ANGLICAN CHURCH PROPERTY TRUST DIOCESE OF SYDNEY

### 9. Applicant's declaration & signature

I/we are the persons having the benefit of the Development Consent or Complying Development Certificate for the proposed building works. I/we confirm that I/we am/are not the principal building contractor(s) for this project.  
 Will all relevant conditions of the Development Consent or Complying Development Certificate will be satisfied prior to the commencement of any work?  
 Yes  No  (Conditions may include payment of security deposits, Section 94 Contributions, endorsement of building work plans by Water Supply Authority, LSL Contributions)

Name  Date

Signature(s)

**CERTIFYING AUTHORITY SERVICE AGREEMENT - 2012 - FOR  
CONSTRUCTION CERTIFICATE &/OR PCA APPOINTMENT OR COMPLYING  
DEVELOPMENT CERTIFICATE &/OR PCA APPOINTMENT**

*Environmental Planning and Assessment Act 1979 ('the Act') & Environmental Planning and Assessment Regulation 2000 ('the Regulation')*

**TERMS AND CONDITIONS**

This document is a Service Agreement between Tom Bowden / Heath McNab (*Accredited Certifier*) of **Insight Building Certifiers Pty Ltd** ('Insight') and the 'client'. For the purposes of this Service Agreement, 'the client' is defined to be the person having signed the *Insight Construction Certificate Application (CCA)* or *Complying Development Certificate Application (CDCA) / PCA Appointment Application Form*.

**CONSTRUCTION CERTIFICATE APPLICATION ('CCA') OR COMPLYING DEVELOPMENT CERTIFICATE APPLICATION ('CDCA')**

All required documents for a CCA or CDCA shall be provided by the client in a format that readily and clearly demonstrates compliance with the relevant Development Consent conditions ('DA') (CCA only), statutory requirements and the deemed-to-satisfy provisions of the BCA. It is outside the scope of work set out in the *Fee Proposal* and this Service Agreement for the Accredited Certifier ('AC') to prepare and/or co-ordinate plans/documents on the client's behalf. Investigation of the detailed requirements of Australian Standards referenced in the deemed-to-satisfy provisions of the BCA and/or the DA is outside the scope of work under this Service Agreement. Certification and/or advice from the client's specialist consultants may be required in relation to those requirements.

The AC will not act as a co-ordinator for or on behalf of the client. ACs issuing Part 4A Certificates (including a CC or CDC) for a development are not permitted to provide design advice under Cl.109ZG of the Act. ACs are public authorities and are not consultants.

The CCA or CDCA assessment fee is based on the AC's experience on reasonable assessment/time required on similar projects and should be adequate. Should the allowed assessment time be exceeded then an additional fee may be imposed. However, prior to carrying out such additional assessment, the AC will advise the client in writing before proceeding further, and obtain agreement.

The client/applicant may withdraw the submitted CCA or CDCA at any time prior to the AC's determination of the application, provided notice of such withdrawal is made in writing to the AC. The AC may refund to the client all, part, or none of the paid CCA or CDCA assessment fee, dependent upon the time and resources expended by the AC and Insight on the CCA or CDCA up until the time of receipt of such written withdrawal notice. The Act prescribes that a CCA or CDCA cannot be cancelled or withdrawn once it has been determined by an AC. If not withdrawn earlier, applications that do not comply with (or that are not amended to comply with) relevant DA conditions (if applicable), statutory requirements and/or the deemed-to-satisfy provisions of the BCA, may be determined by refusal.

**PRINCIPAL CERTIFYING AUTHORITY ('PCA') FUNCTION  
OBLIGATIONS OF THE ACCREDITED CERTIFIER ('AC/ PCA')**

**1. Critical Stage Inspections**

- 1.1. The AC/PCA (or another AC agreed to by the PCA) shall carry out the critical stage inspections as are prescribed in the Regulations and other required inspections contained in the Notice to the client issued by the PCA under S.81A of the Act and Cl.103A of the Regulations.
- 1.2. The PCA shall issue an Inspection Result Sheet for each inspection undertaken.

**2. Issuing of Occupation Certificate**

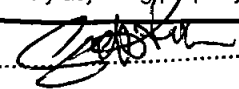
- 2.1. Following the Final Inspection the PCA shall issue a "*Fee Proposal*" (unless already issued) and an Interim/Final Occupation Certificate application form. The PCA shall also provide a written schedule of documents required to accompany the Occupation Certificate application.
- 2.2. The PCA shall issue an Occupation Certificate for the building works when satisfied that:
  - 2.2.1. All conditions of the development consent required to be satisfied prior to the issue of the Occupation Certificate have been complied with;
  - 2.2.2. The building works are in conformity with the issued Development Consent, Construction Certificate or Complying Development Certificate and the Act and Regulations;
  - 2.2.3. The building works are suitable for occupation in accordance with their BCA classification;
  - 2.2.4. A fire safety certificate has been issued (unless a Class 1 or 10 building);
  - 2.2.5. 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;
  - 2.2.6. The building does not pose any threat to the health or safety of the occupants in the case of an Interim Occupation Certificate; and
  - 2.2.7. In the case of a Final Occupation Certificate, all outstanding payments have been received (as per this Agreement).

**3. Obligations of the Client**

The client:

- 3.1. Shall ensure that the site/works are available for the PCA to carry out its contractual and statutory obligations;
- 3.2. Shall ensure that competent people are used/engaged for all aspects of the building works;
- 3.3. Agrees to attend any meetings if required by the PCA;
- 3.4. Agrees to comply with any Notices or Orders that the PCA issues;
- 3.5. Shall arrange for provision of additional professional reports/certificates as requested by the AC/PCA;
- 3.6. Shall provide all information that can be reasonably obtained to enable the AC/PCA to fulfil its obligations;
- 3.7. Agrees to act in good faith, in accordance with the Act and Regulations and in a co-operative fashion;
- 3.8. Shall comply with all terms and conditions of the issued Development Consent, Complying Development Certificate and statutory requirements;
- 3.9. 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,

ANGLICAN CHURCH PROPERTY TRUST  
DIOCESE OF SYDNEY



Manager

- 3.10. 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 S.81A(2)(b1)(ii) of the Act and Cl.103A of the Regulations;
- 3.11. 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 Development Consent, Construction Certificate or Complying Development Certificate; an
- 3.12. Shall not carry out, permit and/or allow any development or work in breach of the Act, Regulations or the deemed-to-satisfy provisions of the BCA, or that encroaches upon an adjoining property;
- 3.13. Acknowledges that any application for the issue of an Interim or Final Occupation Certificate, Compliance Certificate, or Modified Construction Certificate / Modified Complying Development Certificate, is subject to a separate "Fee Proposal" (and payment of such fees) prior to the issuing of the subject certificate(s);
- 3.14. Shall notify the AC/PCA immediately upon any S.96 application seeking to modify the issued DA is lodged with the Council, and shall also forward to the AC/PCA a copy of the Council's determination of said application (and any related plans/documents) immediately upon its receipt from the Council.

#### 4. Commencement of Building Work/PCA Appointment

The client shall:

- 4.1. A minimum of 7 days before building work commences, ensure that the AC has received written notice from the client (or other person on behalf of the client) of the date that it is intended to commence building work;
- 4.2. A minimum of 2 days before building work commences, notify Council in writing of the client's intention to commence building works (in the manner and form required by S.81A(2)(c) of the Act and Cl.104 of the Regulations).
- 4.3. Ensure no building work is commenced unless the required Construction Certificate or Complying Development Certificate has been issued;
- 4.4. Ensure no building work is commenced until the client has received the PCA's notice under S.81A(2)(b1)(ii) of the Act and Cl.103A of the Regulations; and
- 4.5. Ensure no building work is commenced until the client has complied with the requirements of S.81A(2)(b2) of the Act.

The client acknowledges that:

- 4.6. The statutory PCA appointment role under this Service Agreement is not accepted by the AC until the client has satisfied the requirements of 4.1 and 4.4 above, and the PCA has confirmed such appointment in writing to the client in the notice issued under S.81A(2)(b1)(ii) of the Act and Cl.103A of the Regulations.

#### 5. General Matters

If any of the following events or circumstances arise or occur, the the AC/PCA may charge additional fees at the rate of \$300.00 (plus GST) per additional hour of work incurred. Notice of such additional fees will be made in writing to the client stating the reason/s for the additional fees, the amount of the additional fees and the required payment time;

- 5.1. Any part of the building works are redesigned and/or constructed contrary to the issued Construction Certificate / Complying Development Certificate plans, specifications, the deemed-to-satisfy provisions of the BCA and/or this Agreement;
- 5.2. 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;
- 5.3. The PCA is required to undertake more inspections than those paid for under the issued "Fee Proposal";
- 5.4. 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;
- 5.5. 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);
- 5.6. Preparation is needed of additional reports, letters, photocopying, etc, at the request of the client, owner or builder;
- 5.7. Unauthorised building work is carried out on the property and/or any adjoining land;
- 5.8. Any Notice or Order is issued by the PCA or Council or other authority or Court, then the AC/PCA may charge fees at the rate of \$300.00 (plus GST) per additional hour of work incurred.

#### 6. Duration of Works

If the building work does not commence within 12 months of the date of issue of the Construction Certificate / Complying Development Certificate, or if the building work is not completed (and a Final Occupation Certificate not issued) within 2 years of the date of issue of the Construction Certificate / Complying Development Certificate, then the AC/PCA may charge an additional fee of 10% of the total amount of the original "Fee proposal". However, if the subject building works are commenced but not completed for the purposes of a Final Inspection and the AC/PCA has been frustrated by the client unable to issue an Occupation Certificate within a reasonable period of time stipulated in Part 7 of the service agreement below, the AC/PCA may terminate the agreement.

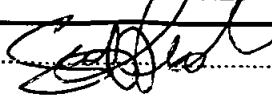
#### 7. Expiration & Cancellation of Agreement

- 7.1. The AC/PCA may terminate this Agreement at any time by issuing a Notice of Termination in circumstances involving any breach of clauses 4. and/or 5. 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.
- 7.2. In the event the development the subject of the PCA appointment is commenced but not completed within 2 years of the date of commencement for the purposes of a Final Inspection and the issue of an Occupation Certificate, PCA may terminate the appointment and service agreement. For the purpose of this agreement, a reasonable period of time for completion of the development is 2 years from the date of commencement.
- 7.3. The client must pay all termination money to the AC/PCA within 14 days of receiving a Notice of Termination.
- 7.4. 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 at that time).
- 7.5. This Agreement and PCA appointment automatically exhausts upon the issue of the Final Occupation Certificate.

#### 8. Effect of Contract

- 8.1. 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.

AMG Solicitors  
 100 GERRARD STREET EAST, SUITE 200  
 MELBOURNE VIC 3000  
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 DIOCESE OF SYDNEY



Manager

THIS DOCUMENT IS NOT AN AUTHORITY TO COMMENCE ANY BUILDING WORKS. NO BUILDING WORK MAY TAKE PLACE UNLESS A CONSTRUCTION CERTIFICATE OR COMPLYING DEVELOPMENT CERTIFICATE AND REQUIRED PCA STATUTORY NOTICES HAVE BEEN ISSUED AND RECEIVED.

**OWNER'S ACCEPTANCE OF SERVICE AGREEMENT / APPOINTMENT OF PCA**

*Environmental Planning and Assessment Act 1979 & Environmental Planning and Assessment Regulation 2000*

**Proposed Building Works:**

*Minor external & internal alterations to the existing church building*

**Council DA No:**

N0180/12

**Construction Certificate No:**

2013/5035

**Complying Development Certificate No:**

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**Property Address:**

33 Foamcrest Avenue, Newport NSW 2106

In accordance with the Act and Regulations I hereby make application to appoint Tom Bowden / Heath McNab of **Insight Building Certifiers Pty Ltd** ('Insight') as the Principal Certifying Authority ('the PCA') for the proposed building works described above, and agree to the terms and conditions of the attached *PCA Service Agreement*. The PCA appointment will immediately cease upon the issuing of the Final Occupation Certificate or upon termination of the *PCA Service Agreement*. I confirm that I am the registered owner of the property as detailed above, and confirm that I have not appointed any other accredited certifier as the PCA for this project.

**Owner 1 Name:** Anglican Church Property Trust Sydney Diocese

**Owner 2 Name:**

**Owner's Signature:** ANGLICAN CHURCH PROPERTY TRUST  
DIOCESE OF SYDNEY

**Owner's Signature:**

**Date:** *[Signature]*

**Manager Date:**

*11 March 2013*

**ACCREDITED CERTIFIER'S ACCEPTANCE OF SERVICE AGREEMENT**

I hereby consent to the appointment as Principal Certifying Authority (PCA) and agree to provide the nominated services detailed in this Service Agreement and the issued Fee Proposal, subject to the terms and conditions attached.

*[Signature]*

**Insight Building Certifiers Pty Ltd**

Accredited Certifier No. *10100042* (Building Professionals Board)

Date: *22 MAY 2013*