



PCA FORM

NOTICE OF INTENTION TO COMMENCE BUILDING WORK
NOTICE OF INTENTION TO APPOINT PRINCIPAL CERTIFYING AUTHORITY (PCA)

CHECKLIST

- Complete all fields in the "PARTICULARS" section – we cannot accept incomplete forms and they will be sent back to you for your completion
- Provide evidence (via Building Contract or Tender) to substantiate "Estimated value of building works" declared on this form
- The Appointor (generally the Land Owner, cannot be the Builder unless also the property owner) to sign the "DECLARATIONS" section
- The Appointor to initial bottom right of all 5 pages
- Arrange for a copy of Home Warranty Insurance or Owner Builder Permit to be submitted to our office **prior to commencing any building work** Failure to do so will result in a refusal to accept the appointment of PCA by our firm

SECTION 1 · PARTICULARS OF THE APPOINTOR/S

Full Name of Appointor (Owner) no 1	Sharon Euvrard
Full Name of Appointor (Owner) no 2	
Current Address of Appointor/s	74 Mowbray Rd WILLOUGHBY 2068
Contact Details of the Appointor	Tel 92411220(Mark) Fax Email
Site Address of the Proposed Building Works	Lot 68 in DP 15295 (No 466) Barrenjoey Rd AVALON 2107
Description of the Proposed Building Works	Construction of a two storey residential dwelling
Estimated Value of Building Works	\$602,242 00
Proposed Date to Commence Building Work	If left blank the presumption will be 2 days after PCA appt date
Development Consent or CDC Date	10 April 2008
Development Consent or CDC Registration Number	N810/06
Builder/Principal Contractor	Bellmarch Developments Pty Ltd
License/Permit Number	50045c

SECTION 2 . PCA SERVICE AGREEMENT

Engagement

The engagement or the appointment of the PCA will not commence until the proposed PCA has accepted and notified their acceptance of the appointment to the Appointor and the Local Council. The proposed PCA or Greenfield Accredited Certifiers will not accept any responsibility for any damages, losses or delays suffered by the Appointor as a result of omissions or errors contained within this form or failure of the Appointor to comply with all items contained in the Checklist on this form.

Scope

The scope of works covered under this appointment is restricted to those building works as described in the "PARTICULARS" section of the form.

Terms and Conditions

- 1 All information provided by the Appointor on this form will be taken to be accurate and correct. The PCA does not accept any responsibility for any intentional or unintentional error or omission made by the Appointor on this form.
- 2 Where building works have commenced prior to the acceptance of appointment of PCA without the knowledge of the intended PCA, the appointment shall be invalid and acceptance of the appointment will be withdrawn.
- 3 The Appointor is obliged to keep the PCA informed of any changes to the details of Principal Contractor (builder) and any relevant insurances required by the builder. Failure to meet this obligation will result in the Appointor to indemnify the PCA against any losses or suffering as a result of non compliance with any legislative requirements.
- 4 The Appointor is responsible for ensuring that a copy of Home Warranty Insurance or Owner Builder Permit is submitted to the PCA prior to the commencement of building works. The acceptance of the appointment will not occur until this requirement has been met.
- 5 It is the responsibility of the Appointor to ensure that critical stage inspections are booked in with our office, or make arrangements for your builder to do this on your behalf no later than 3pm on the prior business day via fax, post or email.
- 6 The PCA will not accept responsibility for any damages or costs associated for the inability to issue an Occupation Certificate due to, but not limited to, the following: non compliance with a development consent condition, unsatisfactory final inspection, non compliance with Basix commitments, missed critical stage inspections, non compliance with approved building plans or failure to pay the required inspection or Occupation Certificate fees.

Fees

Failure to pay the prescribed Appointment of PCA fee will generally result in a refusal to accept the appointment of PCA. Should an appointment be accepted and payment not honoured, the Appointor will be ultimately liable for unpaid fees, regardless of whether the fee was paid directly to the Builder, and any associated debt recovery costs plus interest incurred from the time of the appointment.

It is noted that the PCA and/or Greenfield may suspend its services provided to the appointor or the builder, where fees have not been paid, within the provisions of the Building and Construction Industry Security of Payment Act 1999.

SECTION 3 : DECLARATIONS BY THE APPOINTOR/S

I/We the aforementioned persons as described as the Appointor/s in the PARTICULARS section hereby declare the following that

- I/We 'have the benefit of the Development Consent or Complying Development Certificate' within the meaning under EP&A Act 1979 for the proposed works as indicated on this form
- I/We, to the best of my/our knowledge, have completed all details in the PARTICULARS section in a correct and accurate manner and hereby indemnify the appointed PCA and Greenfield against any damages, losses or suffering as a result of incorrect information provided under that section
- I/We hereby consent to the Builder as shown within the Particulars ' section of this form to apply and obtain on my/our behalf a Construction Certificate, Complying Development Certificate, Occupation Certificate/s or any other "Part 4A Certificate" within the meaning of the EP&A Act 1979
- I/We have read, understood and hereby accept the terms and conditions outlined within the PCA Service Agreement on this form
- I/We understand that the Appointment of the PCA is not taken to be have been accepted until a copy of the acceptance has been signed by the proposed PCA and released to the Appointor and Council, effective from the date of the acceptance
- I/We understand that the Commencement of Building Work cannot be any earlier than 2 business days after the appointment of PCA has been accepted and therefore declare that no building works will commence until after such date
- I/We authorise the right of entry for any certifying authority arranged by Greenfield Accredited Certifiers to carry out inspections required by the PCA under this agreement
- I/We authorise the transfer of PCA to another employee of Greenfield if the original PCA ceases employment with Greenfield Accredited Certifiers for any reason or becomes unable to fulfil their duties as the PCA at no cost to Greenfield Accredited Certifiers
- I/We understand the appointment of PCA will not be accepted by Greenfield until documentation of required insurances or owner builder permit is submitted to Greenfield, in accordance with the Home Building Act 1989
- I/We understand that it is my/our responsibility to ensure that sufficient notice is given to Greenfield, in writing, to carry out critical stage inspections or make arrangements with your builder to carry out this function on your behalf as a condition of your Building Contract
- I/We declare that I/we will notify the PCA, at the earliest possible instance, of any changes to the appointment of the builder and ensure any mandatory insurances required by the incoming builder in accordance with the Home Building Act 1989 are in place

**SIGN
HERE**

APPOINTOR SIGNATURES

Signature of Appointor 1	<i>Sharon Euvrard</i>
Full Name of Appointor 1	Sharon Euvrard
Dated	2 May 2008

Signature of Appointor 2	
Full Name of Appointor 2	
Dated	

SECTION 4 . PCA ACCEPTANCE (completed by the PCA only)

PCA Selection

Select	Name of PCA	Accreditation Number
<input checked="" type="checkbox"/>	Richard Moy	BPB0281
<input type="checkbox"/>	George Watts	BPB0434
<input type="checkbox"/>	Peter Dewick	BPB0090
<input type="checkbox"/>	Luke Jeffree	BPB0196
<input type="checkbox"/>	Stephen Murray	BPB0282

Generic Details


Address	PO Box 6160, Baulkham Hills BC NSW 2153
Phone	1300 663 215
Fax	02 9659 1633
Accreditation Body	Building Professionals Board 10 Valentine St, Parramatta NSW 2150

PCA STATEMENT

I, the person selected above, hereby accept the appointment of Principal Certifying Authority (PCA) within the Terms and Conditions as indicated in "Section 2 PCA Service Agreement" effective no earlier than the "Acceptance Date" shown below

I, the appointed Principal Certifying Authority, am of the opinion that all conditions of the consent that are required to be satisfied prior to the work commencing have been satisfied

PCA SIGNATURE

Signature of PCA	X 
Appointment Acceptance Date	10/7/08

SECTION 5 : NOTICE OF CRITICAL STAGE INSPECTIONS (to be completed by the PCA only based on BCA Building Class)

- Pre-Commencement
- Footings
- Piers
- Slab
- Stormwater
- Frame
- Wet Areas
- Completion

- Other _____
- Other _____
- Other _____

APPENDIX 1 · INFORMATION FOR THE APPOINTOR

The following information is a guide only and is aimed at clarifying the role of the PCA and the requirements under the Legislation surrounding the appointment of a PCA

- 1 Only the person having benefit of a development consent involving building work can appoint the PCA This is generally the Land Owner The Builder is prohibited from appointing the PCA unless the builder is also the owner of the land
- 2 A PCA must be appointed, accepted and notified to Council no later than 2 days prior to the commencement of building works Failure to do so may legitimise the proposed building works
- 3 An Occupation Certificate can only be issued by the appointed PCA
- 4 Once a PCA is appointed a transfer of PCA to another person is only possible upon application to the Building Professionals Board (BPB) with satisfactory reasons and may be subject to fees as determined by the BPB
- 5 Information about Home Warranty Insurance and Building Licensing requirements are available on the Dept of Fair Trading website below
<http://www.dft.nsw.gov.au/building.html>
- 6 All critical stage inspections as notified in this document are required to be carried out to enable the issue of an Occupation Certificate
- 7 The appointment of PCA will not be effective until the Appointor and Council have received the Acceptance of the Appointment of PCA by our office
- 8 Greenfield recommends that the appointor should review the Council Development Consent conditions and ascertain whether the Building Contract covers all additional requirements under the development consent It is commonplace that some Council conditions are not covered under the Building Contract and may be the responsibility of the owner/s to fulfill such conditions prior to obtaining an Occupation Certificate We recommend you familiarise yourself with such post-contract requirements and responsibilities
- 9 Please note that additional inspection fees and charges may apply for additional inspections outside works covered under your Building Contract and for Occupation Certificates issued directly to the appointor Refer to Appendix 2 for additional fees and charges

APPENDIX 2 : ADDITIONAL FEES AND CHARGES

The following fees and charges may be payable by the Appointor where the PCA is requested or required to carry out additional work inspections or Occupation Certificate to be issued directly to the appointor as a result of owner/s having to comply with Council Development Consent conditions AFTER the Building Contract has been fulfilled For example driveways, landscaping privacy screening, air conditioning and landings are often items which are not covered under the Building Contract but may be required in order to obtain a Final Occupation Certificate

Item	Ex GST	GST	Total
Additional Inspections after building contract has been fulfilled (per inspection)	\$120 00	\$12 00	\$132 00
Occupation Certificates (issued directly to owner)	\$200 00	\$20 00	\$220 00
Archive retrieval fee (applies where additional work is requested more than 12 months after final inspection or issue of an Occupation Certificate)	\$100 00	\$10 00	\$110 00

Note The PCA will be entitled to suspend his/her services under the Building and Construction Industry Security of Payment Act 1999 where payment of fees is not received