

COMPLYING DEVELOPMENT CERTIFICATE

Complying Development Certificate Number CDC: 2011/0462 Approval Date: 07/04/11

Issued in accordance with the provisions of the Environmental & Assessment Act 1979 under Sections 109C(1)(b) and 109F

Date Application Received: 14/03/11 Date of Lapse of Certificate : 06/04/16

Council : Manly

Name of Certifying Authority: Fitzgerald Building Certifiers Pty. Ltd.
Accreditation No: ABC 2
Accredited Certifier: Paul Fitzgerald Accreditation No: BPB 0119
Accreditation Body: BUILDING PROFESSIONALS BOARD

Applicant: Yasmin & Adam Turnbull C/- Blue Haven Pools
Address: PO Box 707, Moorebank NSW 1875
Contact Number: 9728 0444

Council
Copy

Owner: Yasmin & Adam Turnbull
Address: 5B Castle Cir, Seaforth

Subject Land: Lot 46 DP: 1066986 No. 5B Castle Cir, Seaforth

Description of Development – Construction of an in-ground swimming pool

Building Code of Australia Classification: 10b Value of Work: \$ 47,490.00

Builders Details

Name: Blue Haven Pools
Licence Number: 5367C
Address: 68 Hume Hwy, Lansvale
Contact Number: 9728 0444

EXT CERTIFIER

\$30

R.769765 11.4.2011

Approved Plans:

Plans prepared by	Drawings No.	Dated
Blue Haven Pools	11L18217, Sheets 1 - 7	11/03/11

Engineers details prepared by	Drawings No.	Dated
-	-	-

'This Certificate is approved subject to the prescribed conditions listed under Division 3 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the : Environmental Planning & Assessment Act 1979 as attached

PAR: 1003856.
NA: 1124027
PLA: 1124052 1115486

CERTIFICATION:

I, Paul Fitzgerald, as the certifying authority am satisfied that;

- (a) The requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 have been complied with. That is, work completed in accordance with the documentation accompanying the application for this certificate (with such modifications verified by the certifying authority as may be shown on that documentation) will comply with the requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
- (b) Long Service Levy has been paid where required under s34 of the Building and Construction Industry Long Service Payments Act 1986.

Signed:

DATED:

07/04/2011

PRINCIPAL CERTIFYING AUTHORITY:

Name of Certifying Authority	Fitzgerald Building Certifiers Pty. Limited
Accreditation Number	ABC 2
Accredited Certifier	Paul Fitzgerald BPB 0119
Contact Number	9980 2155
Address	1-3 Thornleigh St, Thornleigh NSW 2125

MANDATORY CRITICAL STAGE INSPECTIONS

At the Commencement of Building Works - All Buildings

After Excavation and Prior to the placement of any Footing or Pier - Class 1 & 10

Prior to Pouring of an In-Situ Reinforced Concrete Element - Class 1 & 10

Prior to the Covering of any Framework - Class 1 & 10

Swimming Pool Fencing Prior to Filling with Water - Swimming Pools Only

Prior to Covering of Waterproofing in Wet Areas - Class 1,2,3,4 & 10

Prior to Covering of any Stormwater Connections - All Buildings

After the Building Work has been completed Prior to Occupation - All Buildings

To Book an Inspection Please Call 9980 2155

SIGNED :

Dated :

07/04/2011

IMPORTANT INFORMATION REGARDING POOL FENCES

Recent changes to the swimming pools legislation requires that boundary fencing be constructed as follows

Where any boundary fence is used as part of the swimming pool barrier the boundary fence must be a minimum of 1.8m in height and have a further Non Climb Zone (NCZ) of a minimum 900mm.

Note: A boundary fence being used as a barrier for entry into a pool area is to be non-climbable from the outside of the pool area. However as noted in Part 2.3.1 of AS 1926.1 - 2007 a non climbable zone may be located on the inside of the fencing. This shall be required to be carried out by the property owner should a boundary fence be made climbable.

Notice of Commencement of Building Work

Appointment of Principal Certifying Authority

Under Environmental Planning and Assessment Act 1979
Sections 81A(2)(b)(iii) or (c), or (4)(b)(ii) or (c), 86(1) and (2)

Subject Land

Address : **5B Castle Cir, Seaforth**
Lot No: **46** D.P. **1066986**

Description of Development

Construction of an in-ground swimming pool

Type of Work **Building**

Consent

DA / CDC No. : **2011/0462**
Date of Determination : **07/04/11**

Complying Development Certificate

Certificate No.: **2011/0462**
Date of Issue : **07/04/11** Date of Commencement : **09/04/11**

Principal Certifying Authority

Name of Certifying Authority : **Fitzgerald Building Certifiers Pty Ltd**
Accreditation No.: **ABC 2**
Accredited Certifier: **Paul Fitzgerald**
Accreditation No: **BPB 0119**
Contact No.: **9980 2155**

Address : **1-3 Thornleigh St, Thornleigh**

Compliance With Development Consent / Complying Development Certificate

Have all conditions required to be satisfied prior to commencement of work been satisfied?:
(Conditions may include payment of security, S94 contributions, endorsement of building work plans by water supply authority)

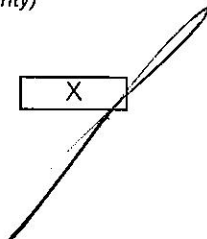
Yes

☒

No

☐

SIGNED :



Dated :

07/04/2011

Conditions of Consent

(State Environmental Planning Policy – Exempt and Complying Development Codes 2008)

Conditions applying before works commence

Protection of adjoining areas

- (1) A temporary hoarding, fence or awning must be erected between the work site and adjoining lands before the works begin and must be kept in place until after the completion of works if the works:
- (a) could cause a danger, obstruction or inconvenience to pedestrian or vehicular traffic, or
 - (b) could cause damage to adjoining lands by falling objects, or
 - (c) involve the enclosure of a public place or part of a public place.

Demolition

All demolition work must also comply with Australian Standard AS 2601 - The demolition of structures.

Note. See the entry in the General Exempt Development Code for scaffolding, hoardings and temporary construction fences.

Toilet facilities

- (1) Toilet facilities must be available or provided at the work site before works begin and must be maintained until the works are completed at a ratio of one toilet plus one additional toilet for every 20 persons employed at the site.
- (2) Each toilet must:
- (a) be a standard flushing toilet connected to a public sewer, or
 - (b) have an on-site effluent disposal system approved under the Local Government Act 1993, or
 - (c) be a temporary chemical closet approved under the Local Government Act 1993.

Garbage receptacle

- (1) A garbage receptacle must be provided at the work site before works begin and must be maintained until the works are completed.
- (2) The garbage receptacle must have a tight fitting lid and be suitable for the reception of food scraps and papers.

Notification to Neighbours

The person having benefit of the complying development certificate must give at least 2 days notice in writing of the intention to commence the works to the owner or occupier of each dwelling that is situated within 20m of the lot on which the works will be carried out.

Conditions applying during the works

Note. The Protection of the Environment Operations Act 1997 and the Protection of the Environment Operations (Noise Control) Regulation 2008 contain provisions relating to noise.

Hours of Construction or Demolition

Construction or demolition may only be carried out between 7.00 am and 5.00 pm on Monday to Saturday and no construction or demolition is to be carried out at any time on a Sunday or a public holiday.

Compliance with plans

Works must be carried out in accordance with the plans and specifications to which the complying development certificate relates.

Sedimentation and erosion controls

Run-off and erosion controls must be effectively maintained until the site has been stabilised and landscaped.

Maintenance of site

- (1) Building materials and equipment must be stored wholly within the work site unless an approval to store them elsewhere is held.
- (2) Demolition materials and waste materials must be disposed of at a waste management facility.
- (3) The work site must be left clear of waste and debris at the completion of the works.

Construction requirements

Staging construction

- (1) If the complying development is the erection of, or alterations or additions to, a dwelling house, the roof stormwater drainage system must be installed and connected to the drainage system before the roof covering is installed.
- (2) Any approval that is required for connection to the drainage system under the Local Government Act 1993 must be held before the connection is carried out.
- (3) If the complying development involves the construction of a vehicular access point, the access point must be completed before the occupation certificate for the complying development on the site is obtained.

Utility services

If the complying development requires alteration to, or the relocation of, utility services on the lot on which the complying development is carried out, the complying development is not complete until all such works are carried out.

Note. A contributions plan setting out the contribution requirements towards the provision or improvement of public amenities or public services may specify that an accredited certifier must, under section 94EC of the Act, impose a condition on a complying development certificate requiring the payment of a monetary contribution in accordance with that plan.

Condition Relating to shoring and adequacy of adjoining property

If the development involves an excavation that extends below the level of the base of the footings of a building on adjoining land, the person having the benefit of the certificate must at the persons own expense:

- (a) protect and support the adjoining premises from possible damage from the excavation, and
- (b) where necessary, underpin the adjoining premises to prevent any such damage.

ADVICE TO NEIGHBOURS - WORKS COMMENCING

This is to notify you that it is intended that work will soon be commenced on a development at a property near you. The work has been authorised by a complying development certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Particulars relating to the work and the complying development certificate are set out below.

Development Address

Address: 5B Castle Cir, Seaforth
Lot: 46 DP: 1066986

Name of Applicant

Yasmin & Adam Turnbull C/- Blue Haven Pools

Description of Development

Construction of an in-ground swimming pool

Council Area

Manly

Details of Complying Development Certificate

Issued by: Fitzgerald Building Certifiers Pty Ltd

Accreditation No: ABC 2

Complying Development Certificate No: 2011/0462

Date of Certificate: 07/04/11

Date from which works can commence: 09/04/11

Note: A copy of the complying development certificate, including related plans and specifications, is available for inspection at the Councils Principal office free of charge, during the Councils ordinary office hours.

Signed:
(Applicant)

Date: 07/04/11

SECTION 1: APPLICATION FORM
APPLICATION FOR CONSTRUCTION/COMPLYING DEVELOPMENT CERTIFICATE
Principle 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 Fitzgerald Building Certifiers if the information you have provided in your application is incorrect or requires modification.

☐ Construction Certificate ☒ Complying Development Certificate
Dev. Application No: _____ ☐ Engagement As PCA
Approval Date: _____ ☐ Application for Occupation Certificate

APPLICANT (This Must Be The Owner)

Name: BLUE HAVEN POOLS P/L
Postal Address: PO BOX 707 MOOREBANK NSW 1875
Ph: 9728-0444 9754 2905

LAND TO BE DEVELOPED

Address: 5B CASTLE CIRCUIT, SEAFORTH
Lot : 46 **DP:** 1066986 **COUNCIL** WARRINGAH

DETAILS OF DEVELOPMENT

Description of work: CONCRETE INGROUND POOL
Estimated Cost of Works: \$47,490

DETAILS OF BUILDER

Name: BLUE HAVEN POOLS **License No:** 5367C
Address 68 HUME HWY LANSVALE N: **Ph No:** 9728-0444

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 Appointer and the Local Council. The proposed PCA or Fitzgerald Building Certifiers will not accept any responsibility for any damages, losses or delays suffered by the Appointer as a result of omissions or errors contained within this form or failure of the Appointer to comply with all items contained in this form.

Scope

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

Terms and Conditions

1. All information provided by the Appointer 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 Appointer 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 Appointer 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 Appointer indemnifying the PCA against any losses or suffering as a result of non compliance with the legislative requirements.
4. The Appointer 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 Appointer 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 honored, the Appointer 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 Fitzgerald Building Certifiers may suspend its services provided to the appointer 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: Declaration By The Appointer/s

I/We the aforementioned persons as described as the Appointer/s in the PARTICULARS section hereby declared the following that:

1. I/We "have the benefit of the Development Consent or Complying Development Certificate" within the meaning and under EP&A Act 1979 for the proposed works as indicated on this form.
2. 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 Fitzgerald Building Certifiers against any damage, losses or suffering as a result of incorrect information provided under that section.
3. 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.
4. I/We have read, understood and hereby accept the terms and conditions outlined within the PCA Service Agreement on this form.
5. 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 Appointer and Council, effective from the date of the acceptance.
6. 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.
7. I/We authorise the right of entry for any certifying authority arranged by Fitzgerald Accredited Certifiers to carry out inspection required by the PCA under this agreement.
8. I/We authorise the transfer of PCA to another employee of Fitzgerald Building Certifiers if the original PCA ceases employment with Fitzgerald Building Certifiers for any reason or becomes unable to fulfill their duties as the PCA at no cost to Fitzgerald Building Certifiers.
9. I/We understand the appointment of PCA will not be accepted by Fitzgerald Building Certifiers until documentation of required insurances or owner builder permit is submitted to Fitzgerald Building Certifiers, in accordance with the Home Building Act 1998.
10. I/We understand that it is my/our responsibility to ensure that sufficient notice is given to Fitzgerald Building Certifiers, 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.
11. I/We declare that I/we will notify the PCA at the earliest possible instance of any changes of the appointment of the builder and ensure any mandatory insurances required by the incoming builder in accordance with Home Building Act 1989 are in place.

Section 4: Owners Declaration/Signatures

OWNERS DECLARATION

I, the aforementioned person or authorised representative of a legal entity as described as the Applicant In Section 1 of the Application Form hereby declare the following:

- 1. I, to the best of my knowledge, have completed all details in the Application Form in a correct and accurate manner and hereby indemnify Fitzgerald Building Certifiers against any damages, losses or suffering as a result of incorrect information provided under that section.**
- 2. I have obtained consent from the owner/s of the property as indicated in the PARTICULARS section to apply and obtain a Construction Certificate. Such written consent will be provided with this application.**
- 3. I have read, understood and hereby accept the terms and conditions outlined in Section 2 of this form.**
- 4. I understand that the Application for a/the Construction Certificate is not complete until all required documentation has been received by Fitzgerald Building Certifiers.**
- 5. I understand that the Application for and acquisition of a/the Construction Certificate does not authorise Commencement of Building Work. (Refer to appointment of PCA on Fitzgerald Building Certifiers PCA Form.)**

As owners of the above mentioned property we consent to this application.

As owners of the above mentioned property I/we wish to appoint Paul Fitzgerald as PCA

Owners Signature/s: SEE LETTER OF CONSENT

Date 14/03/2011

Name/s: ADAM TURNBULL
YASMIN TURNBULL

LETTER OF CONSENTOWNERS CONSENT

I/we the owners of the subject property hereby give consent for the lodgement of all relevant applications (i.e Development Application, Construction Certificate, Complying Development Certificate, Occupation Certificate, Compliance Certificate,) for consideration.

I/we also declare if applicable that all documentation presented as part of an application for a Construction Certificate has remained unaltered from that issued with any Development Consent or that any changes have been documented and advised accordingly.

PRINCIPAL CERTIFYING AUTHORITY

With reference to this proposed development I/we the owners of the subject property advise of our decision to appoint:

☒ Simon Trives ☐ Other (please select by ticking the box) to fulfil the role of Principle Certifying Authority (PCA) as outlined in the Environmental Planning and Assessment Act, 1979 (as amended).

I/we understand that this engagement shall be subject to the Terms and Conditions outlined in the application and the associated Schedule and I/we further understand that the appointed certifier will carry out all mandatory inspections required by the Act during the course of construction along with any others that he/she deems to be necessary and referred to the above mentioned Agreement.

I/we also advise that I/we are aware of the conditions attached to any Development Consent (i.e. Local Development Consent or Complying Development Consent) and are aware of our responsibilities in relation to those conditions.

I/we also advise that I/we are aware of the conditions attached to any Development Consent (i.e. Development Consent or Complying Development Consent) and are aware of our responsibilities in relation to those conditions.

I/we also understand that any condition or other imposed by any relevant approval authority will be an additional cost to the contract price.

SIGNATURES

APPLICANT (Customer must sign this section)

Name (please print): YASMIN TURNBULL

Signature:  Date: 19/2/11

All current owners of property must sign below.

OWNER 1

Name (please print): Adeyn Turnbull

Signature:  Date:

OWNER 2

Name (please print): YASMIN TURNBULL

Signature:  Date: 19/2/11

OWNER 3

Name (please print):

Signature: Date:

OWNER 4

Name (please print):

Signature: Date:

SIGNED : CUSTOMER

BUILDER

**Home Warranty
Insurance
Certificate of Insurance**

Policy Number
BN-0037684-BWI-250



**Home Warranty
Insurance Fund**

Level 3, 85 Harrington St
SYDNEY NSW 2000
Phone: 1300 790 723
Fax: 02 8275 9330
ABN: 78 003 191 035
AFS License No: 239545



ADAM & YASMIN TURNBALL
5B CASTLE CIR
SEAFORTH 2092

Name of Intermediary
RSM GROUP PTY LTD

Account Number
BN-0005499

Date Issued: 23/02/2011

Policy Schedule Details

Certificate in Respect of Insurance

Residential Building Work by Contractors

A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 has been issued by QBE Insurance (Australia) Limited as agent for and on behalf of the NSW Self Insurance Corporation (SICorp) (ABN 97 369 689 650) who is responsible for management of the Home Warranty Insurance Fund.

In Respect of	SWIMMING POOLS
At	ADAM & YASMIN TURNBALL 5B CASTLE CIRCUIT SEAFORTH NSW 2092
Carried Out By	BUILDER BLUE HAVEN POOLS & SPAS P/L ABN: 22 050 069 193
Declared Contract Price	\$47,490.00
Contract Date	23/02/2011
Builders Registration No.	U 5367C
Building Owner / Beneficiary	ADAM & YASMIN TURNBALL 11L18217

Subject to the Act and the Home Building Regulation 2004 and the conditions of the insurance contract, cover will be provided to the Building Owner/Beneficiary named in the domestic building contract and to the successors in title to the Building Owner/Beneficiary or the immediate successor in title to the contractor or developer who did the work and subsequent successors in title.

Signed for and on behalf of NSW Self Insurance Corporation

QM2771-0910