

Notice of Commencement of Building work and Appointment of Principal Certifying Authority

under Environmental Planning and Assessment Act 1979
Section 81A (2) (b) (ii) or (c), 86 (1) and (2)

Subject land

Lot 22 DP 16692 H/N 1 Melbourne Avenue Mona Vale

Description of Development

Swimming Pool.

Type of Work

Building Class 10b

Development Consent

Development consent number: DA NO473/04

Date of Determination: 29th July 2004

Construction Certificate

Certificate No BP4228
Date of issue 3rd September 2004
Accreditation Planning NSW Acc No 6395

Principal Certifying Authority

Certifying Authority **Peter J Boyce**
Acc No 6395
Mob.Ph 0412 928 500
Ph 9868 2855
P.O. Box 375. Strathfield 2135

Acceptance of appointment as PCA

Builders Name **NEIL BEECROFT** Phone **0418.111353** Mob
Address **P.O. Box 682, Milson's Point NSW, 1565**
Licence number **82823C**

Peter Boyce BSAP Acc No 6395 ----- Ph 0412 928 500

PAID \$225
10/9/04
(R/151375)

Compliance with development consent

Have all conditions required to be satisfied

prior to the commencement of work been satisfied? Yes ☒ No ☐

(Conditions may include payments of security, S94 contributions,
endorsement of building work plans by water supply authority and
Long service levy must have been paid)

Home Building Act 1989 requirements

Principal certifying authority has been advised of the requirements of cl 78C
of the Regulation ----Copy of Certificate must be attached, if not previously supplied
details from Fair Trading Depart 9377 9094

Date Work is to commence

Date 14.9.04

Signed

Signature

Applicant's name

Date

NA Deucroft.
NEIL DEUCROFT.
9.9.04

Note: Home Building Act 1989 requirements in the case of building work that involves residential building work (within the meaning of the Home Building Act 1989) attach the following:

- (a) in the case of work by licence under that act:
 - (i) a statement detailing the licensee's name and contractor licence number, and
 - (ii) documentary evidence that the licensee has complied with the applicable requirements of that Act*, or
- (b) in the case of work done by any other person:
 - (i) a Statement detailing the person's name and owner-builder permit number, or
 - (ii) a declaration signed by the owner of the land, to the effect that the reasonable market cost of labour and materials involved in the work is less than the amount prescribed for the purpose of the definition of owner-builder work in section 29 of the Act.

* A certificate purporting to be issued by an approved insurer under Part 6 of the Home Building Act 1989 to the effect that a person is the holder of an insurance contract issued for the purpose of that Part, is sufficient evidence that the person has complied with the requirements of that Part.

This notification must be sent to the Local Council and a copy to the Principal Certifying Authority at least 2 days before work is to commence.

2/2

certificate

of insurance

Neil Arthur Beecroft
P O Box 682
MILSONS POINT NSW 2061

FORM 1

HOME BUILDING ACT 1989

Section 92

Certificate in respect of insurance

CONTRACT WORK

A contract of insurance complying with Section 92 of the Home Building Act 1989
has been issued by: Vero Insurance Limited ABN 48 005 297 807

In Respect Of: Swimming Pool
At: Lot No: 22 Unit No: House No:
Melbourne Ave
Mona Vale NSW 2103

Carried Out By: Neil Arthur Beecroft
Licence No: 82823C
ABN: 56 469 510 626

Subject to the Act and the Home Building Regulation 1997 and the
conditions of the insurance contract, cover will be provided to a
beneficiary described in the contract and successors in title to the
beneficiary.

Issued by Vero Insurance Limited:

HIA INSURANCE SERVICES P/L
ABN 84 076 460 967
An associated company of
Aon Risk Services Australia Ltd
PO Box 241
Ryde NSW 2112
Telephone (02) 9808 7222
Facsimile (02) 9808 7233
CLAIMS ENQUIRY LINE
1800 554 255

Certificate No: 331927
Local Authority Copy
Issue Date 06/08/2004

Aon Risk Services Australia Ltd
ABN 17 000 434 720 act as Broker
for the Builder. A Tax Invoice has
been issued by
HIA Insurance Services Pty Ltd
ABN 84 076 460 967,
as authorised representative of
Aon Risk Services.

Insurer:

- Vero Insurance Limited
ABN 48 005 297 807

AON



vero
warranty

IMPORTANT NOTICE TO THE INSURED

The Insurer

The policy is issued by Vero Insurance Limited ABN 48 005 297 807 ('the Insurer').

Your duty of disclosure

Before you enter into a policy with the Insurer, you must tell the Insurer everything that you know, or that you could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You must also do this before you renew or vary a policy.

However, you do not have to tell the Insurer anything –

- that lessens the risk that the Insurer insures you against
- that is common knowledge
- that the Insurer knows or, in the ordinary course of its business, should know, or
- for which the Insurer has waived its right to be told.

You may make disclosure to the Insurer by making disclosure to HIA Insurance Services, a division of Aon Risk Services ABN 17 000 434 720.

Non-disclosure

If you do not tell the Insurer these things –

- the Insurer may be entitled to reduce its liability under the policy if you make a claim, or the Insurer may cancel the policy, or do both, or
- the Insurer may be able to avoid the policy from its beginning, or refuse payment of any claim, if your non-disclosure is fraudulent.

Where the sum insured exceeds the value of your interest

The policy does not give cover to any person apart from you as the insured and any person who subsequently acquires the home.

Agents for the Builder

Aon Risk Services Australia Limited ABN 17 000 443 720 is arranging your policy on behalf of the builder and not as agent of the insurer. HIA Insurance Services is an authorised representative of Aon Risk Services.

Important points to note about the policy

READ YOUR POLICY provided to you. It sets out the insurance cover you will get if a certificate of insurance is issued.

It also sets out –

- important limitations on the liability of the insurer

- that you must make a claim within 90 days (6 months in NSW, 180 days in Victoria) from when you become aware, or should become aware of grounds for a claim and
- that there is no cover under the policy until a certificate of insurance is issued.

You should also note that, when the Insurer pays a claim, the Insurer normally can subrogate. That is, the Insurer is placed in your legal position, and can recover what it has paid you by using your name to sue other parties that you could have sued.

Please note that, under the policy, if you affect that right of the Insurer by agreeing in writing to exclude or limit your own rights to sue any other party, the Insurer will not be liable, or the Insurer's liability will be reduced.

The policy also contains other important terms and conditions:

Please also note that –

- if you make a claim before the period of cover is finished, the Insurer may still be liable to pay the claim after this period has ended and
- the policy does not provide cover in relation to events that occur before the Insurer issues a certificate of insurance.

Some other important points

1. Any significant variation to the building work is something which affects the risk, and you should report it to the Insurer. (This does not apply in the case of owner-builder policies.)
2. Each separate home, unit or home improvement must be separately insured, and a separate premium is payable for each.
3. If you wish to cancel the policy for any reason, and we agree, we may deduct a fee from any refund.
4. The extent of the cover, and all claims, are subject to the terms and conditions of the relevant policy.
5. Keep your policy together with your insurance certificate. If you sell the home within the warranty period, please give those documents to the new owner.
6. Please direct all questions and correspondence relating to the policy to the address, phone number or fax number shown on the certificate.
7. No payment is received by your builder (or your vendor) from the Insurer, or Aon Risk Services Australia Ltd to issue this policy.
8. You are not obliged to insure with the Insurer and may, if you wish, arrange similar insurance with an insurer of your choice.

EXTREMELY IMPORTANT WARNINGS

For a policy other than an owner-builder policy

The amount a home builder can ask for as a deposit before starting work, or as a progress payment, may be restricted under State law.

You are not covered for any payment which exceeds –

- the lawful deposit, or the amount we can limit cover for a lost deposit to under law
- the amount specified in the contract or under law for a progress payment, or the amount we can limit cover for a lost progress payment to under law.

Thus, if you suffer loss because you make a payment in advance, you are not covered under the policy, or your cover is limited.

Also, the Insurer does not want to insure you if you are prepared to make, or agree to make, payments in advance.

DON'T PAY A PROGRESS PAYMENT FOR WORK THAT HASN'T BEEN DONE.

For an owner-builder policy

Under the policy, you are not covered for any defect in the work which is referred to in any report on the work –

- required under law in Victoria and Tasmania to be obtained before contracting to sell the home or unit or
- required to be obtained in NSW or WA by the Insurer before the policy was entered into.