

10.05.2017

Our Reference: 172308

The General Manager
NORTHERN BEACHES COUNCIL
PO BOX 882
MONA VALE NSW 1660

Dear Sir/Madam,

Re: 28 Burrawong Road, Avalon Beach NSW 2107
Complying Development Certificate No: 17/2308-1

Please find enclosed the following documentation:

- Notice of Commencement Form.
- Home Warranty Insurance prepared by Residential Builders Underwriting Agency Pty Ltd as agent for Great Lakes Reinsurance dated 10.05.2017.

If you require further information, please contact me on (02) 9999 6490.

Regards,

Rhie Jones
Private Building Certifiers Pty Ltd
ABN 63 152 183 205

Northern Beaches Suite 2501, 4 Daydream Street, Warriewood NSW 2102 Phone: 02 9999 6490 Fax : 02 8079 6184	North Sydney Suite 301, Level 3, 121 Walker Street, North Sydney NSW 2060 Phone: 02 9411 2113 Fax : 02 8079 6184	Sydney & Eastern Suburbs Level 3, 69 Reservoir Street Surry Hills NSW 2010 Phone: 02 9281 5061 Fax : 02 8079 6184	North Western Sydney Suite 3.12, 29-31 Lexington Drive, Bella Vista NSW 2153 Phone: 02 9680 2464 Fax : 02 8079 6184	Western Sydney Level 1, 331 High Street Penrith NSW 2750 Phone: 02 9262 2790 Fax : 02 8079 6184
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APPOINTMENT OF
PRINCIPAL CERTIFYING AUTHORITY
& NOTICE OF COMMENCEMENT

Section 81A (2)(b)(ii) or (c) or (4)(b)(ii) or (c), 88(1) and (2)
of the Environmental Planning & Assessment Act 1979



PRIVATE BUILDING
CERTIFIERS

SECTION A. Location & details of the land where the building work is to be carried out

Unit/Street no. 28 Street Burrawong Road
Suburb Avalon Beach State NSW Postcode 2107
Lot 67 Section no. - DP no. 9519

SECTION B. Description of the building work or subdivision work to be carried out

Description of building work

Construction of a swimming pool.

SECTION C. Details of the Complying Development Certificate

CDC No.
17/2308-1

Certifying Authority
Wayne Treble

Approval Date
5 April 2017

SECTION D. Details of person appointing PCA & providing notice of commencement

*An application may only be made by a person who has the benefit of the development consent. An application may NOT be made by person who will carry out the building work unless that person owns the land on which the work is to be carried out.

- (i) I/We appoint the Principal Certifying Authority.
- (ii) I/We declare that all the information provided is true and correct.
- (iii) I/We execute and agree to the Contract for Certification Work Terms and Conditions.

Name(s) Emma Love

Postal Address 28 Burrawong Road, Avalon Beach NSW 2107

Phone

Mobile

Email

0400465734

emma-love@hotmail.com.au

Signature(s)

Emma Love

Date building work is intended to
be commenced (Not less than 7
days from the date of this notice) 16 May 2017

SECTION E. Details of Principal Contractor / Owner Builder (residential build work only)



Principal Contractor



Owner Builder

Builders or OB Licence Number 229196C

Name

Michael John Steedman

Address

29 Burrawong Road, Avalon Beach NSW 2107

Phone

Mobile

Email

0420 947 911

michaelsteedmanconstructions@live.com.au

SECTION F. PCA Details & Consent of Appointment of PCA (Office Use Only)

Name

Wayne Treble

Address

Suite 2501, 4 Daydream St Warriewood NSW 2102

Accreditation Number

0413

Phone

02 9999 6490

Email

wayne@privatebuildingcertifiers.com.au

Signed / Executed

Wayne Treble

Date

10/05/2017



CERTIFICATION TERMS AND CONDITIONS

EFFECT OF AGREEMENT

1.0 This agreement supersedes 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.

OBLIGATIONS OF THE AC /PCA

2.0 Issuing of Construction Certificates or Complying Development Certificates:

- 2.1 The AC shall issue a Construction Certificate or Complying Development Certificate:
 - once the AC is satisfied that the design of the Building work(s) complies with the Development Consent and the Regulations; and
 - once the AC is satisfied that the design as depicted on the drawings and specification comply with the BCA and;
 - once the Owner pays the AC any money owed for work associated with the issuing of a Construction Certificate or Complying Development Certificate.
- 2.2 The AC shall provide the Council with a Notice of Determination within two (2) days of the determination.
- 2.3 During the assessment of the application for a Construction Certificate or Complying Development Certificate, the AC may request as many Certificates or statements from any Certifying Authority or any other party that the AC considers necessary.

3.0 Inspections

- 3.1 The PCA shall carry out or arrange to be carried out as many inspections as the PCA considers necessary in addition to those nominated as mandatory by the Environmental Planning and Assessment Act, 1979 (as amended).
- 3.2 Any inspections undertaken, and the notification of the result of any inspection that has been undertaken, in relation to the subject development are prepared and provided to the Owner solely. All inspections undertaken are based on a visual inspection and do not comment therefore on aspects, faults or otherwise, which are below ground level, covered up in anyway, or which are not apparent at the time of inspection. No indication is given as to the adequate performance of any plumbing, hydraulic, gas or electrical appliance or fitting that may be installed or included in the building or on the site. Any notification of the result of an inspection is not intended to imply compliance or otherwise with any requirements of any Local Government Authority. Any parts of any structure that have been or are covered, unexposed or inaccessible will not be inspected and therefore any notification of the result of an inspection will have no reference to those parts.

4.0 Issuing the Occupation Certificate

- 4.1 The PCA shall issue an Occupation Certificate for the Building Works when the PCA is satisfied that:
 - All conditions of a Local Development Consent or a Complying Development Certificate has been complied with;
 - The Building Works are suitable for occupation or use in accordance with their classification under the BCA; and
 - A Fire Safety Certificate has been issued (if required); and
 - As at the date this agreement is executed, the Building does not pose any danger for the occupants in the case of an Interim Occupation Certificate.

5.0 Insurance

- 5.1 The PCA shall maintain an insurance policy in accordance with the Act.
- 5.2 The extent of any claim or otherwise against the policy held by the AC or PCA or against the AC or PCA in any way shall be limited to five times (5x) the value of the service fee paid to the AC or PCA for the services provided and no more.

OBLIGATIONS OF THE OWNER

6.0 The Owner shall:-

- Not engage any other PCA after the PCA appointed pursuant to this agreement has been engaged. Breach of this condition will entitle the PCA to recover any losses or costs of whatsoever nature that flow from such breach.
- Ensure that a Construction Certificate or Complying Development Certificate has been issued prior to the commencement of any works.
- Ensure that the site is available for the PCA to carry out its obligations under this agreement.
- Use competent people for all aspects of the building works.
- Provide the PCA with evidence of professional indemnity and public liability insurance for the building work prior to the commencement of any works as requested.
- Provide all relevant drawings, plans, statutory plans and documentation associated with but not limited to any development Consent, Complying Development Consent and/or any Certificate issued under Part 4A of the Act at the request of the PCA.
- Attend any meetings if required by the PCA.
- Comply with any Notice of Intention to Serve an Order that the PCA issues.
- Provide Compliance Certificates as requested by the PCA.
- Provide all information that the Owner reasonably can obtain to enable the PCA to fulfil its obligations under this agreement.
- Provide the PCA with the date of practicable completion.
- Act in good faith, in accordance with the Act and in a cooperative fashion.
- Ensure compliance with all conditions of the Development Consent relating to any demolition works prior to the issue of any Occupation Certificate.

VARIATIONS TO THIS AGREEMENT

7.0 If:-

- The building works do not commence within 50 days from the date of the execution of this agreement; or
- Any competent person used by the Owner in respect of the building works causes a delay in the progress of the building works for more than 21 days; or
- Any part of the building works are redesigned by the Owner; or
- Any part of the building is designed pursuant to a Deemed To Satisfy Provision and is subsequently changed by way of an Alternative Solution; or
- Additional Construction Certificates and/or Compliance Certificates are required to be issued by an Accredited Certifier; or
- An amendment to the Act, the BCA or any other law that requires any aspect of the Building Works or the PCA's work to be varied; or
- The PCA is required to undertake more inspections than those listed as mandatory inspections under the Environmental Planning and Assessment Act, 1979 (as amended); or
- The Owner does anything that causes a delay to the building works or does anything that delays the ability of the PCA to carry out its obligations under this agreement; or
- A Notice of Intention to Serve an Order is issued by the PCA; or
- The PCA is notified of a complaint the Building Professionals Board or a representative from the Local Council with jurisdiction over the subject site, then:

7.1 the PCA may:-

- vary this agreement to the extent that the PCA will be able to carry out its obligations under this agreement; and
 - increase the agreement price, such increase to be made by way of Notice to the Owner stating the reasons for the increase and the amount of the increase.
- 7.2 The variation will permit the PCA to claim all costs associated with that delay as reasonably determined by the PCA.
- 7.3 Notice must be given to the Owner within seven (7) days from the date on which the PCA becomes aware that a variation will be necessary.

TERMINATION OF AGREEMENT

8.0 If:-

- The person/s or Company responsible for making payment for this service fails to pay any money owing to the PCA after seven (7) days of that money becoming payable; or
 - The person/s or Company responsible for making payment for this service has an execution levied against it, assigns or attempts to assign its estate for the benefit of its creditors, intends to or attempts to or makes a composition or Scheme of Arrangement with creditors, has a winding up order made against it, intends to or attempts to pass a resolution for winding up, goes into liquidation, has an Official Manager or Receiver appointed, has a Mortgagee taking possession of any part of its property, has an Administrator or a Provisional Liquidator appointed, becomes insolvent or bankrupt; or
 - The Owner or the person/s or Company responsible for making payment for this service breaches the agreement in any respect; or
 - The Construction Certificate or Complying Development Certificate is not capable of being issued within 180 days or six (6) months (whichever is the lesser) from the date of application; or
 - The failure of the Owner to complete any works and as a result does not permit the Accredited Certifier to issue the Occupation Certificate within 60 days from the date of practicable completion, occupation or use of the proposed development; or
 - The Owner, for any other reason, does not permit the Accredited Certifier to issue the Occupation Certificate within 60 days from the date of practicable completion, occupation or use of the proposed development; or
 - The building works have commenced without the issuing of a Construction Certificate; or
 - Within 2 years of the date of issue of the Construction Certificate or Complying Development Certificate, the PCA has not been advised by the owner, in writing, that the building works have been completed or if an Occupation Certificate has not been issued by the PCA, then:
- 8.1 The PCA may terminate the agreement by sending a written Notice of Termination, stating the breach/s, to the Owner. Termination will take effect as soon as the Owner receives the Notice of Termination.
- 8.2 If the PCA terminates the agreement then the PCA is entitled to payment of Termination Money.
- 8.3 Unless the Owner disputes the Notice of Termination, the Owner must pay all Termination Money to the PCA within 14 days of receiving a Notice of Termination.
- 8.4 If the PCA terminates the agreement, the PCA is entitled to carry out a final inspection, at the Owner's expense, prior to termination.
- 8.5 As from the date of final inspection, the Owner must indemnify the PCA for any liabilities, including but not limited to professional liability and public liability, of whatsoever nature that emanate from:
 - the need to terminate this agreement or the Building Agreement;
 - any matters of non-compliance with the Act on the part of the Owner or any other contractors.

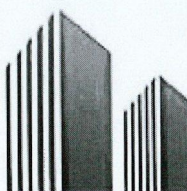
DISPUTE RESOLUTION

- 9.0 Any dispute of whatever nature to do with this agreement must be referred to mediation.
- 9.1 If either party believes there is a dispute under this agreement it must give notice of the dispute to the other party.
- 9.2 The mediator must be appointed by the AAC.
- 9.3 The mediator will be invited by either party serving Notice on the AAC and the other party within seven (7) days of a party being notified of a dispute.
- 9.4 Both parties must attend the mediation and must cooperate with the mediator and each other and shall give the mediator whatever the mediator requests.
- 9.5 If the mediator resolves the dispute the resolution must be evidenced by a written agreement that is signed by the mediator and the parties.
- 9.6 If the mediation fails then either party may take action to resolve the dispute in a court of competent jurisdiction.
- 9.7 Both parties will remunerate the mediator on a 50/50% basis regardless of any alleged fault and regardless of the outcome.
- 9.8 The AAC may request mediation funds to be placed into an AAC trust account before the mediation commences and may request payment of additional moneys from time to time until the mediation is concluded.

MISCELLANEOUS

- 10.0 If for whatever reason an Occupation Certificate is not issued whether it be on account of the insolvency of the Owner, the disappearance of the Owner or the termination of the agreement, the PCA's responsibilities under the agreement cease forthwith. With respect to any liabilities that may be occasioned under Part 4 of the Act the PCA will be able to give evidence that no action can be brought 10 years after the date upon which the act that evidenced the ending of the agreement occurred.
- 11.0 In the event that an Occupation Certificate is requested following a period greater than 12 months after the undertaking of a Final Inspection an additional charge will be applied and charged.

End of Terms and Conditions



statement of cover

Michael John Steedman	HIA INSURANCE SERVICES (NSW)
29 Burrawong Rd	4 BYFIELD STREET
AVALON BEACH NSW 2107	NORTH RYDE NSW 2113

Note: This document contains an extract of details kept on the HBCF Certificates Register. To confirm the authenticity of this document as proof of a valid contract of insurance, please visit the Certificates Register at www.hbcf.nsw.gov.au. The Register will also list whether any claims have been made on this insurance cover and any other relevant information.

CERTIFICATE IN RESPECT OF INSURANCE RESIDENTIAL BUILDING WORKS BY CONTRACTORS

A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 (the Act) has been issued by Insurance and Care NSW (icare) which provides services to the NSW Self Insurance Corporation in the management of the Home Building Compensation Fund (HBCF)

In respect of	Swimming Pools
At	
	28 Burrawong Road
	Avalon Beach New South Wales 2107
Site plan No	NA
Site plan type	NA
Homeowner	Emma Love
Carried out by	Michael John Steedman
Builder job No	0019
Licence number	229196C
Contract sum	\$55,000.00
Contract date	01/05/2017
Premium paid	\$348.19

Subject to the Act, the Home Building Regulation 2014 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. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the Home Building Compensation Fund website at www.hbcf.nsw.gov.au

Certificate No HBCF17023963

Issued on 10/05/2017

Issued by Residential Builders Underwriting Agency Pty Ltd as agent for Great Lakes Reinsurance (UK) SE

Issued on behalf of NSW Self Insurance Corporation (ABN 97 369 689 650)