

CONSTRUCTION CERTIFICATE No: 2011/0795

Signature:

Approval Date: 15/04/11

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

Date Application Received: 13/04/11

COUNCIL : Pittwater

DEVELOPMENT CONSENT NO: N0752/10

APPROVAL DATE: 23/02/11

Name of Certifying Authority:

Fitzgerald Building Certifiers Pty. Ltd.

Accreditation No:

ABC 2

Accredited Certifier: Paul Fitzgerald

BPB 0119

Accreditation Body:

BUILDING PROFESIONALS BOARD

Applicant: Elizabeth Choularton
Address: 10 Chiltern Rd, Ingleside NSW 2101
Contact Number: 9999 2226

Owner: Elizabeth & Stephen Choularton
Address: 10 Chiltern Rd, Ingleside NSW 2101
Contact Number: 9999 2226

Subject Land: Lot 208 DP 752046 No. 10 Chiltern Rd, Ingleside

Description of Development – A new onsite waste water system

Building Code of Australia Classification: 10b **Value of Work: \$** 10,000.00

Builder Details

Name: Not Nominated

Licence Number:

Address:

Contact Number:

Approved Plans And Documents:

Plans Prepared By	Drawing Nos.	Dated
Environmental & Engineering Consultants	Sheets 1 of 1	09/11/10
Not Nominated	Sheets 1 of 1	—

\$30 REC 300323 18/4/11

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**
☐ **Application for Occupation Certificate**
☐ **Engagement As PCA**

**Council
Copy**

Dev. Application No: N0752/10
 Approval Date: _____

APPLICANT (This Must Be The Owner/Authorised Agent)

Name/s: ELIZABETH CHOWLANTON
 Postal Address: 10 CHILTERN ROAD, INGLESIDE 2101
 Ph: 02 9599 2226
 Email: mail@organicfoodmarkets.com.au

LAND TO BE DEVELOPED

Address: 10 CHILTERN ROAD, INGLESIDE 2101
 Lot: 208
 DP: 752046

DETAILS OF DEVELOPMENT

Description of work: RENOVATION OF ON SITE SEWAGE DISPOSAL
 Estimated Cost of Works: \$10,000 FACILITY

DETAILS OF BUILDER

Name: AST SERVICE & REPAIR
 License No: N/A
 Address: 6 CALABASH RD, ARCADIA 2159
 Ph No: 9655 1374

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. Fitzgerald Certifiers does not undertake quality control inspections. Critical stage inspections do not provide the level of supervision required to ensure that minimum standards and tolerances are achieved, this function is the responsibility of the principle contractor or owner builder.

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.
7. The PCA does not undertake detailed quality control inspections and the role of the PCA is primarily to ensure that the development proceeds in accordance with the consent, Construction Certificate and that the development, is fit for occupation in accordance with its classification under the Building Code of Australia. Critical Stage Inspections do not provide the level of supervision to ensure that the minimum standards and tolerances specified by the "Guide to Standards and Tolerances" ISBN 0 7347 6010 8 are achieved. The quality of any development is a function of the quality of the principal contractor's or owner builder's supervision of individual contractors and trades on a daily basis during the development. The PCA does not undertake this role. Further, The PCA does not adjudicate, on building contract disputes between the principal contractor, contractors or owner.

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.)

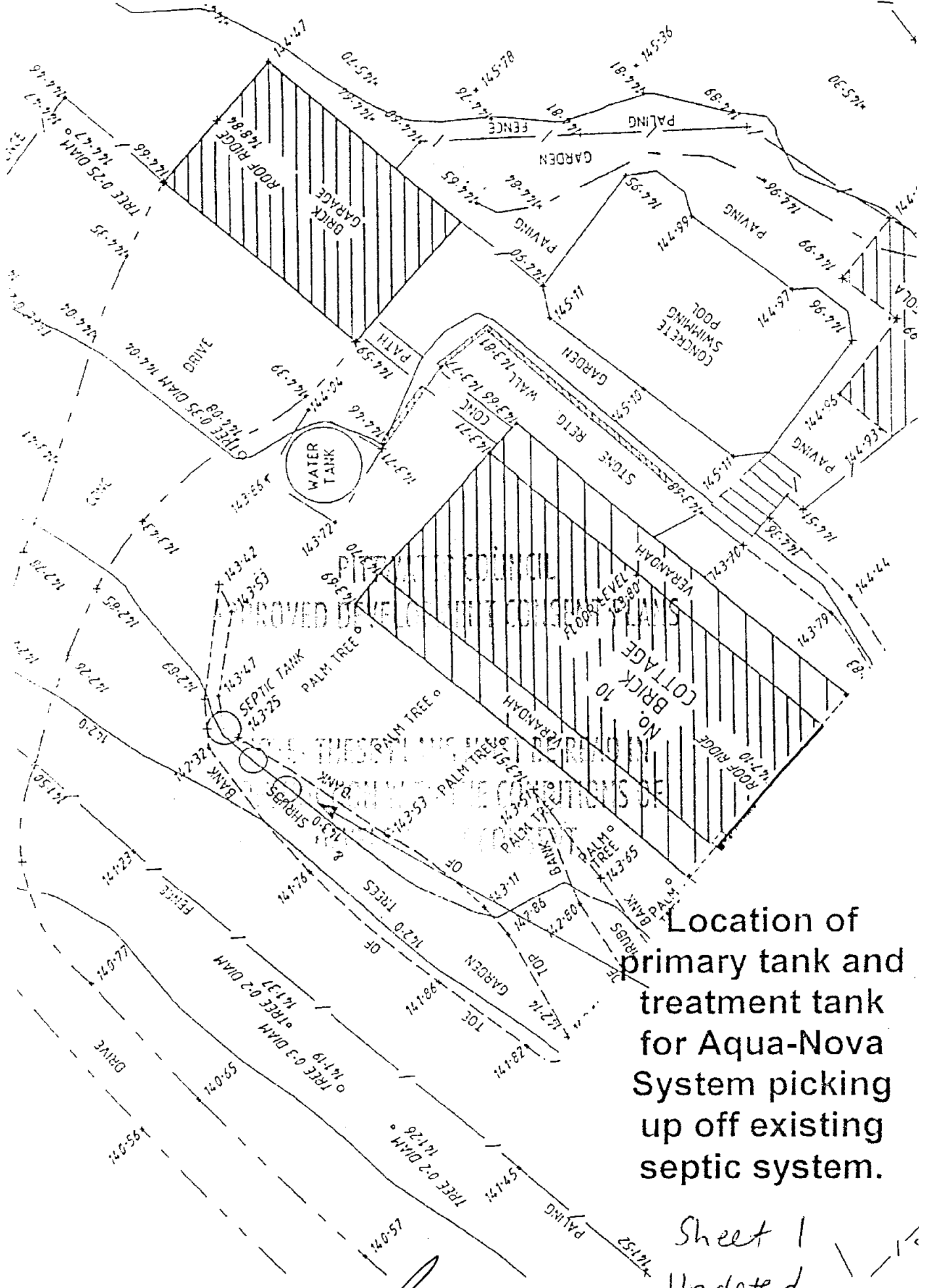
As owners of the above mentioned property we consent to this application.

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

Owners Signature/s: SM Charles Owners Signature/s:

Name/s: ELIZABETH CHOLANTON Name/s:

Date: 12/4/11





Location of
primary tank and
treatment tank
for Aqua-Nova
System picking
up off existing
septic system.

Sheet 1
Undated
Unknown

This is the plan/spec. referred to in
Fitzgerald Certifiers Certificate
Cert. No: CC2011/0795
15.4.11
Paul Fitzgerald Accreditation No BPB 0119



 <p>ENVITech Environmental & Engineering Consultants</p> <p>PO Box 207 Phone 1300 869 324 Penrith NSW 2750 (02) 4739 3232 Mobile (0438) 461 499 Fax (02) 4739 3394 Email info@envitech.com.au</p>		<p>Legend</p> 		<p>AWTS + Effluent Irrigation (Surface Fined) PLANS</p>	
Mr. S. Coularton		Date 09/11/2010		Scale 1:750	
10 Chiltern Rd., INGLESIDE, NSW					
<p>THESE PLANS MUST BE READ IN CONJUNCTION WITH THE CONDITIONS OF DEVELOPMENT CONSENT</p>				<p>Sheet 305108B</p>	

This is the plan/spec. referred to in
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 Cert. No: CC2011/0795
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