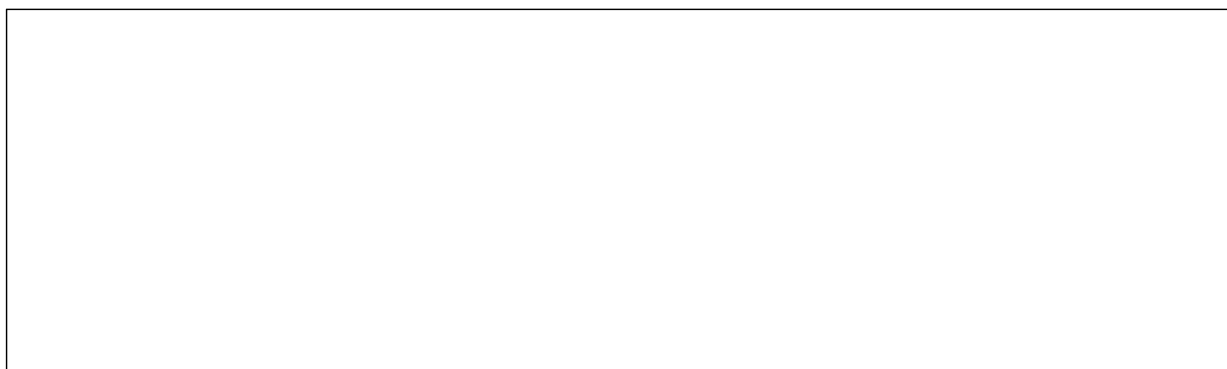


IMPORTANT NOTICE

This document has been digitally signed

This document has been approved as part of a Development Certificate issued in accordance with the provisions of the Environmental Planning and Assessment Act, 1979 (as amended).

In making this determination the document has been digitally signed.



The following are important facts relating to documents and files that have been digitally signed:

- The use of digitally encrypted signatures has been introduced by Local Certification Services Pty Ltd because they provide greater security in verifying the authenticity of documents and files than conventional means of stamping.
- Digital signatures are issued and validated by an independent and legally recognised Certificate Authority.
- A valid digital signature verifies that the content of the document or file has not been altered since the digital signature was applied.
- The digital signature has been applied by the Accredited Certifier that has approved the subject Development Certificate and verifies that the document or file was signed by the person to whom the digital signature was issued.
- A valid digital signature verifies that the file and the content of the entire document or file is the same as that issued by the Accredited Certifier at the time of the Development Certificate was applied (i.e. not just the page on which it appears).
- Any alteration of the document or file that carries this digital signature will render this document or file invalid and the signatory to this document or file must be contacted personally in order to obtain a replacement copy. The replacement of a digitally signed document may incur an additional fee.
- The digital signature can be validated by most popular PDF document readers. If you have problems verifying signatures please check that in your pdf reader preferences that you allow it to trust root certificates installed in Windows to verify digital signatures. Some pdf readers only trust certificates issued by their own certificate authority as a default setting.

Should you require any additional information in relation to the use of the digital signatures and this Development Certificate or any related documents please contact Local Certification Services Pty Ltd on Ph: 1300 368 534 during regular business hours on weekdays.



Construction Certificate

CERTIFICATE NUMBER: 8030803

Issued under the Environmental Planning and Assessment Act 1979

SUBJECT LAND: LOT: 7
DP: 237441
1 CLWYDON CLOSE
BELROSE
NSW 2085

DEVELOPMENT CONSENT: 2016/1351

DATE OF CONSENT: 17 FEBRUARY, 2017

DESCRIPTION OF WORK: TWO STOREY DWELLING

LIMITATIONS & /OR EXCLUSIONS:

BUILDING CLASSIFICATION: 1a, 10a

The application for this Construction Certificate has been determined as APPROVED in accordance with the procedures outlined in Clause 142 of the Environmental Planning and Assessment Regulation 2000. In making this determination, I certify that the work, if completed in accordance with the documentation accompanying the application for the Certificate (with such modifications verified by the certifying authority as may be shown on that documentation), will comply with the requirements of the Environmental Planning and Assessment Regulation 2000 as referred to in Section 81A(5) of the Environmental Planning and Assessment Act, 1979, as amended.

DOCUMENTS ACCOMPANYING THE APPLICATION:

PLANS:

PLANS PREPARED BY EDEN BRAE HOMES, JOB NO. 0020155, REVISION F, DATED 24/05/17, SHEETS 1-12 OF 12.

SPECIFICATIONS:

BUILDING SPECIFICATIONS

OTHER DOCUMENTS:

APPLICATION FORM
OWNERS CONSENT
HOW CERTIFICATE
LSL RECEIPT
COUNCIL RECEIPT - S94 & BOND
SYDNEY WATER APPROVAL
BASIX CERTIFICATE NO. 728289S_02, ISSUED 20/16/16
NATHERS CERTIFICATE NO. 0000343129-07, ISSUED 20/12/16
EXTERNAL COLOUR SCHEDULE
LANDSCAPE PLAN PREPARED BY ECO DESIGN, REVISION B,
DATED 12/12/16.
ENGINEERS DETAIL PREPARED BY RAFELETOS ZANUTTINI, JOB
NO. 70365B, ISSUE B, DATED 04/07/16, SHEETS 1-6.
STORMWATER DESIGN CALCULATIONS PREPARED BY IBRAHIM
STORMWATER CONSULTANTS.
STORMWATER LAYOUT PREPARED BY IBRAHIM STORMWATER

CONSULTANTS, JOB NO. E7063-20155, ISSUE 2, DATED
01/03/17.

FIRE SAFETY SCHEDULE ATTACHED:

YES ☐

N/A ☒

Certificate Issued By
Rod Steet
BPB1787

IMPORTANT NOTICE

This certificate has been digitally signed.
Additional copies are available from
Local Certification Services Ph: 1300 368 534.

Date: 25/05/2017

on behalf of Local Certification Services Pty Ltd ABC7

Ref: 8030803

Rod Steet (BPB1787) - Date: 25/05/2017

Construction Certificate

Doc ID: 4C9673F

DETERMINATION OF APPLICATION

TYPE OF CERTIFICATE: **CONSTRUCTION CERTIFICATE**
CERTIFICATE NUMBER: **8030803**
DEVELOPMENT CONSENT: **2016/1351**
SUBJECT LAND: **LOT 7**
DP 237441
1 CLWYDON CLOSE
BELROSE NSW 2085

The application for this construction certificate has been determined as approved in accordance with the procedures outlined in Clause 142 of the Environmental Planning and Assessment Regulation 2000. In making this determination, I certify that the work, if completed in accordance with the documentation accompanying the application (with such modifications verified by the certifying authority as may be shown on that documentation), will comply with the requirements of the Environmental Planning and Assessment Regulation 2000 as referred to in Section 81A(5) of the Environmental Planning and Assessment Act, 1979 (as amended).

In accordance with the provisions of Clause 142(2) of the Environmental Planning and Assessment Regulation 2000 this electronic file is to serve as a copy of;

- the determination of the application for the Construction Certificate, together with the application to which it relates, and
- the construction certificate issued as a result of the determination, and
- the plans and specifications in relation to which the construction certificate has been issued, and
- the fire safety schedule or fire link conversion schedule attached to such a construction certificate (*if applicable*), and
- any other relevant documents that were lodged with the application for the certificate, and
- any record of any inspection made for the purposes of clause 143B in relation to the issue of the construction certificate (*if applicable*).

The documents have been signed using an electronic signature (see above). In the event that this file is altered, changed or amended in any way this file will be deemed to be **NOT** a copy of the documentation approved as part of this application. Further copies of the approved documentation are available from the Accredited Certifier responsible for the issue of the subject Certificate upon request and the payment of the relevant fee included in the provisions of Local Certification Services Fee and Charges Schedule applicable at the time of the request.

Yours sincerely

Rod Steet
Accredited Certifier
Accreditation Number
BPB1787





14/14 Frenchs Forest Rd East
FRENCHS FOREST NSW 2086
p: 1300 368 534
f: 02 9452 6800
e: info@localgroup.com.au
ABN: 30 735 366 565

25 May 2017

Ebony Boyd, Anthony Boyd
1 Clwydon Close
BELROSE
NSW 2085

Single Dwelling
LOT: 7
DP: 237441
1 CLWYDON CLOSE
BELROSE
NSW 2085
OUR REFERENCE: 8030803

Dear Sir/Madam,

Thank you for appointing me as your Principal Certifying Authority (PCA) for your "Two Storey Dwelling".

The Environmental Planning and Assessment Act, 1979 (the Act) governs all development in New South Wales. In accepting the role as PCA, the legislation requires me to draw your attention to some important issues that may affect you throughout the construction phase of your development.

NOTICE OF COMMENCEMENT

Recent changes to the Act require the Owner of the property to give both the PCA and the Local Council at least two days' notice before the commencement of building works. It is your responsibility to ensure that you liaise with your builder and provide this notice both to me and to your Local Council. The Act clearly states that this notice must be provided at least two days before the commencement of any building works on site.

CRITICAL STAGE INSPECTIONS

Throughout the course of construction, building works must be inspected at regular intervals. Some of these inspections are identified as 'critical' under the Act or by our assessment and cannot be missed. Under the Act, I am required to inform you that the following 'critical stage inspections' will need to be undertaken:

- **Commencement**
- **Pier Inspection**
- **Slab Inspection**
- **Stormwater Inspection**
- **Framework Inspection**
- **Wet Area Inspection**
- **Final (Preliminary) Inspection**

Please note that the commencement inspection may be combined with the next required inspection.

I would suggest that you take the time to familiarise yourself with this list. You must ensure that the appropriate personnel from your building company are aware of the required inspections to ensure that they are not missed. It is advised that you check with your Builder prior to work commencing to determine whose responsibility it will be to arrange these inspections. Serious consequences regarding the finalisation of your development may arise should these inspections not be booked in. These consequences may include lengthy delays or even the refusal to, issue a Final Occupation Certificate, which will inhibit you from occupying or using your development.

ARRANGING CRITICAL STAGE INSPECTIONS

The Act requires that at least forty-eight hours notice be given when the development is ready for a 'critical stage inspection'. In most circumstances however, Company policy allows us to carry out the inspections the day after they have been booked, where the request has been received in one of our offices prior to 3.00pm the day before it



Digitally Signed

Ref: 8030803

Rod Steet (BPB1787) - Date: 25/05/2017

Construction Certificate



is required.

Inspections can be arranged by calling our office between the hours of 9.00am and 5.00pm weekdays. At the time of booking your inspections, you will be advised of your unique "Booking Number". This number is your only confirmation that the inspection has been booked.

In addition, if an inspection is carried out and deemed 'defective' or 'not ready' for inspection, a re-inspection may be required. All re-inspections will incur an additional fee. Any other inspections that you may request additional to those listed above will also incur an additional fee. This re-inspection fee will be as per that agreed in our accepted fee proposal and payment will be required prior to the inspection being carried out.

PRINCIPAL CERTIFYING AUTHORITY SIGN

It is a requirement under the Act that a copy of our PCA sign be displayed at the front of the site where your development is being constructed. If a copy of this sign accompanies this letter please arrange for the sign to be displayed, otherwise a copy of the sign has been provided to your builder. As the owner, it is your responsibility to ensure that this sign is clearly visible at all times throughout the construction of the project. Should you require any additional copies of the sign, please contact the office.

OCCUPATION CERTIFICATES

Before any occupation or use of your "Single Dwelling" can take place, you are required to obtain an Occupation Certificate. I would like to draw your attention to the fact that occupation or use without this certificate can lead to your Local Council issuing an 'on-the-spot' fine or initiating other forms of prosecution.

The Occupation Certificate can only be issued by the appointed PCA on the basis that the building work has the necessary approvals in place, has been completed to a 'safe and healthy' condition and that 'any preconditions to the issue of the certificate that are specified in a development consent or complying development certificate have been completed'.

In the event that all building works are completed but ancillary items remain outstanding, an Interim Occupation Certificate may be issued. These ancillary items may include driveway construction, landscaping and other matters. It is your responsibility to familiarise yourself with the development consent as there may be a number of conditions listed which will be your responsibility under the terms of your contract with your builder. It is advised that you contact your Builder if you require a copy of your Development Consent. Upon completion of these matters, a Final Occupation Certificate must be issued.

As the inspection for the Final Occupation Certificate may be carried out some time after handover, an inspection fee may be applicable (see agreed fee proposal) and payment will be required prior to the inspection being carried out. This fee will cover the inspection, the preparation of the Final Occupation Certificate and Local Council Registration Fees.

I hope that this letter has explained your responsibilities as the owner in regards to the progression and occupation of your development. Attached you will find another copy of the 'Terms and Conditions' of my appointment which were originally attached to the application form that you signed, please take the time to read these carefully and call the office should you have any questions. In closing, I would like to thank you again for my appointment as your PCA for your "Single Dwelling" and hope that the construction stage is enjoyable and problem-free.

Should you require any further information or wish to clarify any of the items that this letter has addressed please contact me at your convenience.

Yours Faithfully,

Rod Steet
Principal Certifying Authority
Accreditation Number
BPB1787

EFFECT OF AGREEMENT

1. 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 limit any contractual obligation.

OBLIGATIONS OF THE AC / PCA

2. 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.

- 2.4 If during the assessment of the application a conflict of interest becomes apparent the role of the PCA will be transferred to one of the following AC's without delay:

Mr Andrew Dean	Mr Michael Shanahan
Mr Andrew Vukovic	Mr Paul Gashin
Mr Craig Hardy	Mr Paul Morgan
Mr Jason Clements	Mr Rod Street
Mr John Soklaridis	Mr Stephen Toomey
Mr Michael Hardy	Mr Warren Curtis

3. 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).
- 3.1 Any inspection 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's solely for the purpose specified, for the Owner's exclusive use in regard to the property identified only, and on the understanding/condition that the Owner's shall not communicate the contents of the notification of result to any third person who might act to his/her detriment on the basis of the notification. The Owner's agrees to indemnify the accredited certifier and local Certification Services Pty Ltd against any loss or damage suffered as a result of the Owner's failure to observe this governmental clause. All inspections undertaken are based on a visual inspection and do not comment thereon on aspects, faults or otherwise, which are below ground level, covered up in any way, 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 installation 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 limit 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 not have any reference to those parts.

4. Issuing the Occupation Certificate

- 4.1 The PCA shall issue an Occupation Certificate for the Building Work when the PCA is satisfied that:
 - All conditions of a Local Development Consent or a Complying Development Certificate has been complied with;
 - The Building Work is 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 Imperfect Occupation Certificate.

- 4.2 In the event that the nominated PCA cannot fulfill the obligations required by the AC due to a resignation from his/her employment position within local Certification Services Unit Trust or because he/she is unavailable due to leave of any description or because of illness and a transfer of his role is required, the Owner will agree to the transfer of his role to either of the following Accredited Certifiers: Mr Andrew Dean, Mr Craig Hardy, Mr Paul Gashin or local Certification Services Pty Ltd.

5. Insurance

- 5.1 The PCA shall maintain an insurance policy in accordance with the Act and shall provide a copy of that policy to the Owner upon request.
- 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.

6. OBLIGATIONS OF THE OWNER

6. The Owner shall:-

- Not engage any other PCA after the PCA appointed pursuant to this agreement has been engaged. Breach of this condition will enable the PCA to recover any bases 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.
- 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.

- Accreditation Signed required by the PCA to do so.

- Comply with any Notice of Intention to Serve an Order that the PCA may issue.

- 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. If:-

- The building works do not commence within 60 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 re-designed 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, 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.

- 7.1 The variation will permit the PCA to claim all costs associated with that delay as reasonably determined by the PCA.

- 7.2 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. 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 building works do not commence within 60 days from the date the Construction Certificate or Complying Development Certificate was issued; 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 Owner does not permit the Accredited Certifier to issue the Occupation Certificate within 60 days from the date of practicable completion; 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 this agreement by sending a written Notice of Termination, stating the reasons, 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 costs of non-compliance with the Act on the part of the Owner or any other contractors.

DISPUTE RESOLUTION

9. Any dispute of whatsoever 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 mediation will be invoked 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 the 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 money from time to time until the mediation is concluded.

MISCELLANEOUS

10. 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 was evidenced the end of the agreement occurred.

11. If during the course of completion of the project that is the subject of this Agreement, the nominated Principal Certifying Authority resigns from his or her employed position within local Certification Services Unit Trust the role of the Principal Certifying Authority as determined by the Act shall be transferred to either Mr Craig Hardy, Mr Paul Gashin, Mr Andrew Dean or local Certification Services Pty Ltd without delay. Local Certification Services Unit Trust shall not incur any liability whatsoever that may result from any delay, for whatever reason as a result of a delay in the transfer of this role.

12. 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 to the Owner of the premises, as determined by the PCA in accordance with local Certification Services Pty Ltd current Management Plan in place at the time.

13. Where any Notice is to be forwarded to the Owner the address for such Notice shall be the address stated in the Application Form or to any other address that is notified in writing by the Owner to the PCA.

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