

NOTICE OF COMMENCEMENT OF BUILDING WORK AND APPOINTMENT OF PRINCIPAL CERTIFYING AUTHORITY (PCA)

1. Subject land details

No. 1856 Lot No. 329 DP No. 46686
 Street Name PITWATER ROAD Suburb CHURCH POINT Post Code
 Description of Approved Development
MARINE BERTHING FACILITIES (ONLY)

2. Other consent(s)

Council DA ☒ or Complying Development ☐ Consent No. N0075/04 Date of Determination 11/6/2009

3. Construction Certificate or Complying Development Certificate details

Certificate No. 2010/3684 Date of Issue 19/3/2010

4. Principal Certifying Authority details

Accredited Certifier: ~~Tom Bowden~~ Accreditation No: ~~BPB0042~~
 Accredited Certifier: Stephen Pinn Accreditation No: BPB0326

5. Home Building Act 1989 requirements

Has the Principal Certifying Authority been provided with a copy of the Home Warranty Insurance Certificate under Part 6 of the Home Building Act 1989?

Yes ☐ No ☒

6. Date building work is to commence

Date 24/3/2010

7. Builder's details

Builder's Name TBA Licence No.
 Address Telephone No.

8. Applicant's declaration & signature

I/We are the persons having the benefit of the Development Consent or Complying Development Certificate for the proposed building works. I/we confirm that I/we am/are not the principal building contractor(s) for this project.

Have all conditions been satisfied prior to the commencement of work?

Yes ☒ No ☐

(Conditions may include payment of security deposits, Section 94 Contributions, endorsement of building work plans by Water Supply Authority, LSL Contributions)

Name The Quays Pty Ltd Date 17/3/2010
 Signature(s) [Signature]



Please also sign back of form ...

PRINCIPAL CERTIFYING AUTHORITY (PCA) SERVICE AGREEMENT

Environmental Planning and Assessment Act 1979 ('the Act')
Environmental Planning and Assessment Regulation 2000 ('the Regulation')

This document is a Service Agreement between **Insight Building Certifiers Pty Ltd** and the undermentioned owner of the subject property.

TERMS AND CONDITIONS

This document is a Service Agreement between **Insight Building Certifiers Pty Ltd** and the 'client'. For the purposes of this Service Agreement, 'the client' is the person who appointed the PCA.

OBLIGATIONS OF THE ACCREDITED CERTIFIER (AC) / PCA

1. Critical Stage Inspections
 - 1.1 The AC/PCA (or another AC agreed to by the PCA) shall carry out the critical stage inspections as are prescribed in the Regulations and other required inspections contained in the Notice to the client issued by the PCA under S.81A of the Act and Cl.103A of the Regulations.
 - 1.2 The PCA shall issue an Inspection Result Sheet for each inspection undertaken.
2. Issuing of Occupation Certificate
 - 2.1 The PCA shall issue an Occupation Certificate for the building works when satisfied that:
 - 2.1.1 All conditions of the development consent required to be satisfied prior to the issue of the Occupation Certificate have been complied with;
 - 2.1.2 The building works are in conformity with the issued Development Consent and Construction Certificate, and the Act and Regulations;
 - 2.1.3 The building works are suitable for occupation in accordance with their classification under the BCA;
 - 2.1.4 All commitments listed within the BASIX Certificate (if applicable) have been fulfilled.
 - 2.1.5 A fire safety certificate has been issued (unless a Class 1 or 10 building);
 - 2.1.6 An application for the issue of an Occupation Certificate has been received, and the fee specified in the issued "Fee Proposal" for the issue of such certificate has been paid to the PCA;
 - 2.1.7 The building does not pose any threat to the health or safety of the occupants in the case of an Interim Occupation Certificate; and
 - 2.1.8 In the case of a Final Occupation Certificate, all outstanding payments have been received (as per this Agreement).

OBLIGATIONS OF THE CLIENT

3. The client:
 - 3.1 Shall ensure that the site/works are available for the PCA to carry out its contractual and statutory obligations;
 - 3.2 Shall ensure that competent people are used/engaged for all aspects of the building works;
 - 3.3 Agrees to attend any meetings if required by the PCA;
 - 3.4 Agrees to comply with any Notices or Orders that the PCA issues;
 - 3.5 Shall arrange for provision of additional professional reports/certificates as requested by the AC/PCA. **NB: Insight Building Certifiers** may rely upon various certification(s) from appropriately qualified persons to verify components of the project to demonstrate compliance with conditions of Development Consent. This may also include Survey Reports.
 - 3.6 Shall provide all information that can be reasonably obtained to enable the AC/PCA to fulfil its obligations;
 - 3.7 Agrees to act in good faith, in accordance with the Act and Regulations and in a co-operative fashion;
 - 3.8 Shall comply with all terms and conditions of the issued Development Consent and statutory requirements;
 - 3.9 Shall ensure no nuisance and/or damage is caused to any adjoining properties and/or adjacent public place, and that no work (including excavation, drainage and/or footings) is carried out on any adjoining property;
 - 3.10 Shall ensure that the PCA receives the required notification of inspections in the manner and timeframe detailed in the PCA's notice to the client issued under S.81A(2)(b1)(ii) of the Act and Cl.103A of the Regulations;
 - 3.11 Shall ensure that there is no occupation and/or use of the building until it is authorised by the issue of an Occupation Certificate under the relevant Development Consent and Construction Certificate; and

- 3.12 Shall not carry out, permit and/or allow any development or work in breach of the Act, Regulations or the Building Code of Australia (BCA), or that encroaches upon an adjoining property;
- 3.13 Acknowledges that any application for the issue of an Interim or Occupation Certificate, or Modified Construction Certificate, is subject to a separate "Fee Proposal" (and payment of such fees) prior to the issuing of the subject certificate(s).

COMMENCEMENT OF BUILDING WORK / PCA APPOINTMENT

- 4. The client shall:
 - 4.1 Ensure no building work is commenced unless the required Construction Certificate has been issued;
 - 4.2 Ensure no building work is commenced until the client has received the PCA's notice under S.81A(2)(b1)(ii) of the Act and Cl.103A of the Regulations; and
 - 4.3 Ensure no building work is commenced until the client has complied with the requirements of S.81A(2)(b2) of the Act;
 - 4.4 Ensure the Principal Certifying Authority (PCA) signage as provided, is displayed in public view on the property and maintained for the duration of building works.
- The client acknowledges that:
 - 4.5 The statutory PCA appointment role under this Service Agreement is not accepted by the AC until the client has satisfied the requirements of 4.1 and 4.4 above, and the PCA has confirmed such appointment in writing to the client in the notice issued under S.81A(2)(b1)(ii) of the Act and Cl.103A of the Regulations.

GENERAL MATTERS

- 5. If:
 - 5.1 Any part of the building works are redesigned and/or constructed contrary to the issued Construction Certificate plans and/or this Agreement;
 - 5.2 An amendment to the Act, the BCA, or any other law requires any aspect of the building works or the AC's/PCA's work to be varied;
 - 5.3 The PCA is required to undertake more inspections than those paid for under the issued "Fee Proposal";
 - 5.4 The builder, owner and/or client does anything that causes a delay to the building works or does anything that delays the ability of the AC/PCA to carry out its obligations under this Agreement;
 - 5.5 Written correspondence is received by the AC/PCA from the Council and/or an adjoining owner/occupant and/or other person/authority in regard to the development works and/or the subject property and such correspondence necessitates additional work by the AC/PCA (and/or others on behalf of the AC/PCA);
 - 5.6 Preparation is needed of additional reports, letters, photocopying, etc, at the request of the client, owner or builder;
 - 5.7 Unauthorised building work is carried out on the property and/or any adjoining land;
 - 5.8 If any Notice or Order is issued by the PCA or Council or other authority or Court, then the AC/PCA may charge additional fees at the rate of \$200 (plus GST) per additional hour of work incurred. Notice of such additional fees is to be made by way of notice to the client in writing stating the reason/s for the additional fees, the amount of the additional fees and the required payment time.
- 6. Duration of Works

If the building work does not commence within 12 months of the date of issue of the Construction Certificate, or if the building work is not completed (and a Final Occupation Certificate not issued) within 18 months of the date of issue of the Construction Certificate, then the AC/PCA may charge an additional fee of 10% of the total amount of the original "Fee proposal".
- 7. Termination
 - 7.1 The AC/PCA may terminate this Agreement at any time by issuing a Notice of Termination in circumstances involving any breach of clauses 4. and/or 5. of this Agreement, and/or failure to pay any money owed to the AC/PCA or in circumstances where upon the AC/PCA's obligations are restrained by an Order of a court of law.
 - 7.2 The client must pay all termination money to the AC/PCA within 14 days of receiving a Notice of Termination.
 - 7.3 If the PCA or client terminates the Agreement, the PCA is entitled to carry out a further inspection at the client's expense (such inspection being necessary to audit and document the works as at that time).
 - 7.4 This Agreement and PCA appointment automatically exhausts upon the issue of the Final Occupation Certificate.
- 8. Effect of Contract
 - 8.1 This contract represents the entire contractual agreement between the parties 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.

THIS DOCUMENT IS NOT AN AUTHORITY TO COMMENCE ANY BUILDING WORKS - NO BUILDING WORK MAY TAKE PLACE UNLESS A CONSTRUCTION CERTIFICATE AND REQUIRED PCA STATUTORY NOTICES HAVE BEEN ISSUED AND RECEIVED.

OWNER'S ACCEPTANCE OF SERVICE AGREEMENT / APPOINTMENT OF PCA

Proposed Building Works:

MARINE RECTIFYING FACILITIES (ONLY)

Council DA No:

N00 75/09

Property Address:

1856 Pittwater Road, Bayview

In accordance with the *Terms and Conditions* contained herein, and the issued Fee Proposal document, I hereby agree to this Service Agreement with **Insight Building Certifiers Pty Ltd**, including the associated payment of fees. In accordance with the Act and Regulations, I hereby make application to appoint as the Principal Certifying Authority ('the PCA') for the proposed building works under the subject development consent, concluding upon the issuing of the Final Occupation Certificate or upon termination of this agreement. I acknowledge that **Insight Building Certifiers Pty Ltd** is not the PCA until it has accepted and confirmed its appointment to me in writing.

Owner's Name:

THE GUAYS Pty Ltd

Owner's Address:

AK ABOVE

Owner's Signature:

See below

ACCREDITED CERTIFIER'S ACCEPTANCE OF SERVICE AGREEMENT

I hereby agree to provide the nominated services detailed in this Service Agreement and the issued Fee Proposal, subject to the terms and conditions attached.

X

Insight Building Certifiers Pty Ltd

Accredited Certifier No. BPB0326 (Building Professionals Board)

Date:

23-02-2010