



Unit 1 / 102A Industrial Rd Oak Flats NSW NSW 2529 / ABN: 47 155 668 223
p: 4257 5326 m: 0413 963 094 e: info@citybuildingapprovals.com.au w: citybuildingapprovals.com.au

Date Received _____

Principal Certifying Authority (PCA) Service Agreement

Terminology

1. Environmental Planning and Assessment Act 1979: ('the act')
2. Environmental Planning and Assessment Regulation 2000: ('the regulation')
3. NCC: National Construction Code (also Building Code of Australia)
4. Client: Person who appointed the PCA for the purpose of this agreement
5. PCA: Principal Certifying Authority
6. AC: Accredited Certifier

This document is a service agreement between City Building Approvals Pty Ltd and the undermentioned Owner of the property.

Terms and Conditions

This document is a service agreement between City Building Approvals Pty Ltd and the 'the client'. For the purpose 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 mandatory 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 report for each inspection undertaken.
- 1.3 Mandatory critical stage inspections will be carried out by certifiers employed by City Building Approvals Pty Ltd who hold appropriate levels of accreditation.

2. Issuing of Occupation Certificates

- 2.1 Following the final inspection the PCA shall provide an interim / final occupation certificate application form. The PCA shall also provide a written schedule of documents required to accompany the occupation certificate application.
- 2.2 The PCA shall issue an occupation certificate for the building works when satisfied that;
 - 2.2.1 All conditions of the development consent required to be satisfied prior to the issue of the occupation certificate have been satisfied to the satisfaction of the PCA.
 - 2.2.2 The building works are considered by the PCA to be consistent with the development consent, construction certification (including a complying development certificate), the Act and Regulations.
 - 2.2.3 The building works are considered by the PCA to be suitable for occupation in accordance with its classification under the Building Code of Australia (BCA).
 - 2.2.4 A fire safety certificate has been issued (class 1 and 10 buildings excluded).
 - 2.2.5 An application for an occupation certificate has been received by the PCA.
 - 2.2.6 The building does not pose any threat to the health or safety of the occupants in the case of an interim occupation certificate.

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 the provision of additional professional reports / certificates as requested by the AC / PCA.
- 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 development consent and statutory requirements.
- 3.9 Shall ensure that 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.
- 3.12 Shall not carry out, permit and / or allow any development or work in breach of the Act, Regulations, or the National Construction Code, or that encroaches onto adjoining property.
- 3.13 Acknowledges that any application for the issue of an interim occupation certificate, compliance certificate, or modified construction certificate, is subject to a separate fee as stated in the Fee Proposal.

Commencement of building work / PCA appointment

- 4. The Client shall;
 - 4.1 A minimum of two (2) days prior to building work commencing, ensure that the AC has received written notice from the client (or other person on behalf of the client) of the date that it is intended to commence building work.
 - 4.2 Where building work has been approved under the provisions of a complying development, a minimum of seven (7) days prior to building or demolition work commencing, ensure that the AC has received written notice from the client (or other person on behalf of the client) of the date that it is intended to commence building work.
 - 4.3 A minimum of two (2) days prior to building work commencing, notify Council in writing of the client's intention to commence building works (in the manner and form required by s.81A(2)(c) of the Act and cl. 104 of the Regulations).
 - 4.4 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.
 - 4.5 Ensure no building work is commenced until the client has complied with the requirements of s.81A (2) (b2) of the Act.

The client acknowledges that:

- 4.6 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 if any part of the building works are redesigned and / or constructed contrary to the issued construction certificate, development consent, plans, and / or this agreement;

5.2 An amendment to the Act, the NCC, 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 additional inspections than those paid for under the issued "Fee Proposal";

5.4 The builder, owner, and / or client cause unreasonable delays to the building works which affects 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, and / or 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 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 Any notice or order issued by the PCA or Council, or other authority or court

Then the AC/PCA may charge an additional fee at the rate of \$185 (GST Inclusive) 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 period of payment

6. Duration of works

6.1 If the building work does not commence within twelve (12) months of the date of issue of the construction certificate, or if the building work is not completed (and a final occupation certificate is not issued) within eighteen (18) months of the date of issue of the last mandatory inspection report, then the AC / PCA may charge an additional fee of 15% of the total amount of the original fee for the assessment of the construction certificate.

6.2 If an occupation certificate has not been issued after a period of twelve (12) months from the occupation of the premises or the date of the last mandatory inspection, the AC / PCA may give thirty (30) days' notice to the applicant for the submission of an application for an occupation certificate. If an application has not been received at the end of that period then the AC/PCA may terminate this agreement.

7. Payment of fees

7.1 Fees are to be paid in accordance with the attached Fee Proposal which forms part of this Service Agreement.

7.2 Where certification work involves the assessment and issue of a construction certificate or a complying development certificate, the required fees and charges are to be paid on or before the lodgement of the application for the certificate.

7.3 Where certification work involves the carrying out of functions of a Principal Certifying Authority Fees are to be paid before the carrying out of those functions.

7.4 Where unforeseen circumstances arise during the course of a project that requires additional work then the AC/PCA is entitled to issue an invoice for that work within twenty one (21) days in accordance with allowances listed in the Fee Proposal attached to this agreement.

8. Termination

8.1 The AC/PCA may terminate this agreement at any time by issuing a Notice of Termination in circumstances involving any breach of clauses 4,5, and 6 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 court order.

8.2 The client must pay all termination monies to the AC/PCA within 14 days of receiving a Notice of Termination.

8.3 If the AC/PCA or client, the AC/PCA is entitled to carry out a further inspection at the client's expense (such inspection being necessary to audit and document the works at that time).

8.4 This agreement and PCA appointment automatically exhausts upon the issue of a final occupation certificate for the development for which the AC/PCA has been appointed.

9. Effect of conduct

9.1 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.

10. Certifier's Insurance Details

Insurance to be held under Division 2, part 6 of the BP Act. Name of insurer:

Lloyd's of London and Berkley Insurance Company via Pen Underwriting Pty Ltd

Policy No: 003NC/0402151 – Bric Ref: 322460/9

Policy Period from Thursday, 1 March 2019 – To Friday, 1 March 2020

11. Certification work to be performed

(Tick one or more boxes as appropriate)

1. Determination of applications for development certificate

- Determination of an application for a CDC
- Determination of an application for a Construction Certificate
- Determination of an application for a Compliance Certificate
- Determination of an application for an Occupation Certificate

2. Undertaking the functions of the Principal Certifying Authority (PCA)

- Undertake the functions of PCA for the development

Fees and Charges

1. Development Certificates

(a) Set fees and charges

i. The fees and charges for the determination of an application for a development certificate are set out in the relevant attachment(s).

ii. The set fees and charges for the determination of an application for a development certificate must be paid to the Certifier before, or at the time, an application for the development certificate is lodged with the Certifier.

(b) Contingency fees and charges

i. In the case of fees and charges that maybe payable from work arising from unforeseen contingencies, the basis on which those fees and charges are to be calculated are set out in the relevant attachment(s).

2. PCA functions

(a) Set fees and charges

- i. The fees and charges for the Certifier to carry out the functions as the PCA for the development are set out in the relevant attachment(s).
- ii. The set fees and charges for fulfilling the role of PCA for the development are to be paid in full prior to the Certifier commencing the functions of PCA.

(b) Contingency fees and charges

- i. In the case of fees and charges that maybe payable from work arising from unforeseen contingencies, the basis on which those fees and charges are to be calculated are set out in the relevant attachment(s).
- ii. In respect of any unforeseen contingency work provided for under this Agreement, the Certifier is to send an invoice to the Client within twenty one (21) days after the completion of any such work.

Fixed fee agreement

The Certifier will undertake for a fixed fee all work involved in assessing, determining and finalising the application as set out in the Description of Services, including the costs of any service provided by a third party and any fees for obtaining and lodging documents, except for contingency items (if any) specified below.

Contingency items:

- Mandatory inspections included in fee. Additional inspections - \$185 (GST Inclusive).
- (Interim) Occupation Certificates - \$550 (GST Inclusive).
- Section 4.55 (S96) Modifications start from \$330 (GST Inclusive)

The Certifier will undertake all work involved in assessing, determining, and finalising the application as set out in the Description of Services upon the following basis:

Certifier's fees for services: \$

Contingency items:

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.

CLIENT'S ACCEPTANCE OF SERVICE AGREEMENT / APPOINTMENT OF PCA

Proposed building works:

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Council DA Number:..... CC/CDC Number:

DA Approved Drawings:

Property address:

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In accordance with the terms and conditions contained herein, and the issue fee proposal document, I hereby agree to this Service Agreement with City Building Approvals 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 issue of a final occupation certificate or upon termination of the agreement. I acknowledge that Mr Mile Petrovski is not the PCA until he has accepted and confirmed to me his appointment in writing.

Name (print):

Signature:.....

Address:

PLEASE POST THIS FORM TO:

Mr Mile Petrovski
City Building Approvals Pty Ltd
Unit 1/102A Industrial Road
Oak Flats NSW 2529

Email: info@citybuildingapprovals.com.au

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,

.....

Mr Mile Petrovski
Accredited Certifier
BPB – 1924



Date: