

OWNER'S CONSENT

OWNERS CONSENT

I/we the owners of the subject property hereby give consent for the lodgement of the Construction Certificate/Complying Development Certificate/Occupation Certificate Application for the development as described on the application form.

SIGNATURES

OWNER/S

Signed: _____

Name (Please Print): _____

Date: _____

Signed: _____

Name (Please Print): _____

Date: _____

OWNERS DETAILS – IF SAME AS APPLICANT INDICATE "AS ABOVE"

Surname/
Company Name: _____

First Name: _____

Postal Address: _____

Suburb & Postcode: _____

Contact
Details:

Ph: _____ Fax: _____ Mob _____

Email: _____

PCA NOMINATION

Are you nominating Travis Stewart of Pro Cert as the Principal Certifying Authority for the proposed building works?

No

Yes – If YES, please read below:

If nominating Travis Stewart as the Principal Certifying Authority for the proposed building works, you must also complete an additional form titled "Appointment of Travis Stewart as the Principal Certifying Authority".

BUILDING DETAILS

Schedule to Application for Construction Certificate

No. of Storeys (including underground floors)	<input style="width: 95%;" type="text"/>
Gross Floor Area of New Building (m ²)	<input style="width: 95%;" type="text"/>
No. of dwellings	<input style="width: 95%;" type="text"/>
No. of pre existing dwellings	<input style="width: 95%;" type="text"/>
No. of dwellings to be demolished	<input style="width: 95%;" type="text"/>
Will new dwellings be attached to other new dwellings	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will the new dwellings be attached to existing buildings	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the site contain a dual occupancy	Yes <input type="checkbox"/> No <input type="checkbox"/>

Materials – Residential Buildings

Walls	Code	Roof	Code	Floor	Code	Frame	Code
<input type="checkbox"/> Brick (Double)	11	<input type="checkbox"/> Tiles	10	<input type="checkbox"/> Concrete	20	<input type="checkbox"/> Timber	40
<input type="checkbox"/> Brick	12	<input type="checkbox"/> Concrete	20	<input type="checkbox"/> Timber	40	<input type="checkbox"/> Steel	60
<input type="checkbox"/> Concrete or Stone	20	<input type="checkbox"/> Fibre Cement	30	<input type="checkbox"/> Other	80	<input type="checkbox"/> Aluminium	70
<input type="checkbox"/> Fibre Cement	30	<input type="checkbox"/> Steel	60			<input type="checkbox"/> Other	90
<input type="checkbox"/> Timber	40	<input type="checkbox"/> Aluminium	70				
<input type="checkbox"/> Curtain Glass	50	<input type="checkbox"/> Other	80				
<input type="checkbox"/> Steel	60						
<input type="checkbox"/> Aluminium	70						
<input type="checkbox"/> Other	80						

TERMS AND CONDITIONS

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 imply any contractual obligation.

OBLIGATIONS OF THE PCA

2. Issuing of Construction Certificates

- 2.1 The PCA shall issue a Construction Certificate:-
 - once the Owner pays the PCA any money owed for work associated with the issuing of a Construction Certificate and;
 - once the designs of the Building/s complies with the Development Consent and the Regulations and;
 - once the designs comply with the BCA.
- 2.2 The PCA shall provide the Council with a Notice of Determination within two (2) days of the determination.
- 2.3 When the PCA issues a Construction Certificate, the PCA may issue as many Certificates or statements from any Certifying Authority or any other party that the PCA considers necessary in addition to any Certificates that may be listed in the Terms and Conditions Schedule.

3. Inspections

- 3.1 The PCA shall carry out as many inspections as the PCA considers necessary in addition to those nominated in the Terms and Conditions Schedule.

4. 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**)
- 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. 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.

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 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 and the **Notice of Commencement (Form 7) delivered to council two (2) days before 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 the Development Consent, the Construction Certificate and any Occupation Certificate at the request of the PCA.
- **Ensure the PCA is given at least 24 hours notice of the need to carry out any inspections as noted in the inspection schedule.**
- Attend any meetings if required by the PCA to do so.
- Comply with any Notices or Orders 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.
- **Where any fines are levied by Council against the PCA in respect of any work required to be done but not done, the client will reimburse the PCA for the full cost of those fines within 14 days of the fines being imposed.**

VARIATIONS TO THIS AGREEMENT

7. If:-

- The Building Works do not commence within **40** 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 other than those listed in the Schedule (which shall be determined by the PCA); 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 in the Terms and Conditions Schedule; 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;
- **The building is not completed within twelve (12) months of the Construction Certificate or Complying Development Certificate being issued.**
- Any notice or Order is issued by the PCA, then:

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 reason/s 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, 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 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, then:
- 8.1 The PCA may terminate this 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.

8.6 If the PCA ceases to practice as a PCA, Pro Cert Pty Ltd shall arrange, after consultation with the client, for the project to be transferred to either another PCA, or the relevant Council, after approval is granted by Department of Infrastructure, Planning and Natural Resources. If it becomes necessary to transfer the project due to the project not being completed in accordance with the terms of this contract, the client shall meet all costs associated with the transfer of the file.

DISPUTE RESOLUTION

9. 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 AIBS.
- 9.3 The mediation will be invoked by either party serving Notice on the AIBS 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 AIBS may request mediation funds to be placed into an AIBS trust account before the mediation commences and may request payment of additional moneys 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 that evidenced the ending of the agreement occurred.

ADDRESS FOR NOTICES

11. Where any Notice is to be forwarded to the Owner the address for such Notice shall be the address stated in the Letter of Consent or to any other address that is notified in writing by the Owner to the PCA.

DEFINITIONS

The Act means the Environmental Planning and Assessment Act 1979 (NSW). All amendments and references to the Act also mean amendments and references to the Regulations.

AIBS means the New South Wales Chapter of the Australian Institute of Building Surveyors.

DIPNR means the Department of Infrastructure Planning and Natural Resources.

Alternative Solution has the same meaning as the term in the BCA.

BCA means the current edition of the Building Code of Australia including all applicable amendments at the date that the application was made.

Building means that which is the subject of the Building Works.

Building Contract means the contract to construct the Building Works that the Owner enters with the builder.

Building Works means the building works for which a Construction Certificate is to be issued in accordance with this agreement and is referred to in the "Land to be Developed" section of the Application Form relating to the subject works.

Certificates mean statutory certificates and non-statutory certificates.

Certifying Authority means a Certifying Authority within the meaning of the Act.

Owner means the owner or the owner's agent.

Competent people means people authorised to carry out any work associated with Building Works under the Act and includes contractors.

Complying Development Certificate means a Complying Development Certificate within the meaning of the Act.

Construction Certificate means a Construction Certificate within the meaning of the Act.

Deemed to Satisfy Provision has the same meaning as the same term in the BCA.

Development Consent means a Development Consent within the meaning of the Act.

Fire Safety Certificate means a Fire Safety Certificate within the meaning of the Act.

Inspection Schedule means the Inspection Schedule in these Terms and Conditions.

Notice includes any notice issued under the Act or this agreement and in respect of notices in this agreement must be made by pre-paid ordinary mail, facsimile transmission or notice by hand delivery to the Address for Notices in this agreement.

Occupation Certificate means an Occupation Certificate within the meaning of the Act.

Order means an Order within the meaning of the Act.

Practicable completion means the date the builder has completed the Building Works in accordance with the Building Contract.

Principal Certifying Authority is a building practitioner as defined under the Environmental Planning and Assessment Act 1979 (NSW).

Regulations means the Environmental Planning and Assessment Regulation 2000 (NSW) and all applicable amendments.

Schedule means the Schedule in this agreement.

Scope of Works means obligations in this agreement and any other tasks set out in the Schedule.

Statutory Notices means those notices that are issued by the PCA in accordance with the Act.

Termination money means the money owing to the PCA if the PCA terminates the agreement in accordance with this agreement, being money for work done (with interest if applicable) and for costs incurred (with interest if applicable) and any money that the Owner would have been bound to pay to the PCA if the agreement had been totally completed.

End of Terms and Conditions

APPOINTMENT OF TRAVIS STEWART AS THE PRINCIPAL CERTIFYING AUTHORITY & COMMENCEMENT OF WORKS

(This form must be completed by the owner's of the subject property)

I/We, _____
(Owners Full Name – please print)

being the owner(s) of the subject property, authorise and appoint Travis Stewart of Pro Cert as the *Principal Certifying Authority* for the following development as outlined in the the EP&A Act 1979 (as amended):

_____ (Proposed Building Works)

at _____ (Property Description and Location)

For the purposes of this Notice of Appointment:

"Principal Certifying Authority" means Travis Stewart of Pro Cert as detailed below:

THE PRINCIPAL CERTIFYING AUTHORITY

Travis Craig Stewart

(hereinafter referred to as "the Principal Certifying Authority")

Accreditation Number

BPB0393

Address Unit 2, 27 Bultje Street (P.O. Box 994)
DUBBO NSW 2830

Telephone/Facsimile Ph: 02 6882 9866 Fax: 02 6882 6280

E-Mail: travis@procert.com.au

ACCREDITATION AUTHORITY

Building Professionals Board
Telephone: 02 9895 5950

With reference to this proposed development I/We, the owner's of the subject property, acknowledge and accept that as a requirement of its appointment, the *Principal Certifying Authority* will be carrying out all mandatory inspections required by the Act during the course of construction along with any others deemed to be necessary by the PCA.

I/We are also aware that there may be conditions imposed on any Development Consent related to this development that may be my/our responsibility.

I/We wish to advise that the proposed date for commencement of building works is ____/____/20__.

This Appointment will take effect upon the endorsement of the document by the *Principal Certifying Authority*.

SIGNATURES

OWNER(S)

Signed: _____

Date: _____

Signed: _____

Date: _____

PRINCIPAL CERTIFYING AUTHORITY

I acknowledge that I have been appointed by the applicant to carry out the role of the Principal Certifying Authority for this development.

Signed: _____

Date: _____

Name: _____

Travis Stewart

Privacy Policy

The information you provide in this notice is required under the Environmental Planning and Assessment Act 1979 if you are going to erect a building or carry out subdivision work. If you do not provide the information to the consent authority, you cannot commence the work. The information will be held by the consent authority and by the council (if the council is not the consent authority). Please contact the council if the information you have provided in this notice is incorrect or changes.