

APPLICATION FORM

EP & A Act 1979 [Part 4 Division 4.5] EP&A Regs 2000 [Part 7 Division 1] CDC -- EP & A Act 1979 [Part 4A Division 1] EP&A Regs 2000 [Part 8 Division 1] CC

COUNCIL AREA

APPLICATION NO:

Date Received:/...../.....

Principal Certifying Authority Construction Certificate Complying Development Certificate

LAND TO BE DEVELOPED

Lot No.: DP/SP: Street No.:

Street Name: Site Area (m²): Zone:

Suburb: Easements, Buffer Zones &/or
Covenants On property Yes No

THE APPLICANT

Surname/
Company Name:

First Name/
Company Contact Person:

Postal Address:

Suburb & Postcode:

Contact Details: Ph:.....Fax:.....Mobile:.....
Email:

THE DEVELOPMENT

Proposed Building Work: Residential Commercial Industrial Rural

Description of Development:

Value of Work: \$

Building Classification:

CONSENTS (IF APPLICABLE)

Development Consent No.: Date of Issue:

RESIDENTIAL BUILDING WORK (Complete whichever is applicable)

BUILDER DETAILS

Builder Name:

Licence No.: ABN No.:

Address:

Contact Details: Ph:.....Fax:.....Mobile:.....
Email:

OWNER BUILDER DETAILS

Owner Builder Permit No:

Schedule to Application for Complying Development Certificate

Number of Storeys (including underground floors)	<input type="text"/>
Gross Floor Area of New Building (m ²)	<input type="text"/>
Number of dwellings	<input type="text"/>
Number of pre existing dwellings	<input type="text"/>
Number of dwellings to be demolished	<input type="text"/>
Will new dwellings be attached to other new dwellings	Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
Will the new dwellings be attached to existing buildings	Yes <input type="checkbox"/> No <input type="checkbox"/> NA <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 (Veneer)	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						

Asbestos
 Is there more than 10m² of bonded asbestos or friable asbestos material in the building to be removed. Yes No

Privacy Policy
 The information you provide in this application, and notice, is required under the Environmental Planning and Assessment Act 1979 if you are going to erect a building. 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. Please contact the *principal certifying authority* or the council if the information you have provided in this notice is incorrect or changes.

PLANS & SPECIFICATION

- The application is to be accompanied by:
- ❖ **Electronic (PDF) copy of**
 - ❖ plans and specifications (and one with the Council approval stamp if applying for a Construction Certificate)
 - ❖ A copy of the DA Consent & conditions if applying for a Construction Certificate
 - ❖ Plans are to be drawn to scale and showing:
 - Floor plan of all levels
 - All elevations (showing finished ground levels)
 - A cross section
 - Site Plan
 - ❖ Basix Certificate, where necessary
 - ❖ Engineering design (if required)
 - ❖ Building Construction Long Service Levy fee (where work value exceeds \$25000)
 - ❖ Bushfire Asset Protection Assessment, where necessary
 - ❖ Copy of a Certificate of Title (where applying for a Complying Development)
 - ❖ Copy of the Home Warranty Insurance or Owner Builders Permit
 - ❖ Application and inspection fees
 - ❖ A copy of the section 68 (Water, sewer, septic or stormwater) approval from Council, where necessary
 - ❖ A copy of the Section 138 (Driveway or work in the road reserve) approval from Council, where necessary

OWNERS CONSENT, APPOINTMENT OF THE PRINCIPAL CERTIFYING AUTHORITY & NOTICE OF COMMENCEMENT

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

I/We the owners of the subject property, hereby give consent for an application for a Construction Certificate /Complying Development Certificate **and Final Occupation Certificate** being made to Mick Brooks Building Certifiers .

Being the owner(s) of the subject property &/or beneficiaries of the Development Consent, I/We, authorize and appoint Michael Brooks as the **Principal Certifying Authority (PCA)** as outlined in the EP&A Act 1979 for the development at:

.....
(Property Address)

For the purposes of this Notice of Appointment:
"Principal Certifying Authority" "PCA" means Michael Brooks as detailed below

With reference to this proposed development I/We, the owner's of the subject property, acknowledge and accept the

THE PRINCIPAL CERTIFYING AUTHORITY/ACCREDITED CERTIFIER: **Michael Anthony Brooks**
(hereinafter referred to as "the Principal Certifying Authority")

Accreditation Number: **BPB2056**

Address: 60 Station Street
Eungai Rail NSW 2441
Mob 0407 261 557

e-mail: mick_brooks@bigpond.com

ACCREDITATION AUTHORITY: Building Professionals Board Telephone: (02) 8522 7800
Contract Terms and Conditions (pages 1-5 inclusive) and as a requirement of its appointment, the *Principal Certifying Authority* will be carrying out all Critical Stage Inspections required by the Act during the course of construction along with any others deemed to be necessary by the Principal Certifying Authority.

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, being the beneficiary of the Development wish to advise that the proposed date for commencement of building works is/...../.....

I/We, being the beneficiary of the Development hereby authorise
to submit the Construction Certificate/Complying Development Certificate application on my/our behalf.

The Receiving of the application and this Appointment will take effect upon the endorsement of this document by the *Principal Certifying Authority*.

OWNERS DETAILS & CONSENT

Surname/ Company Name:

First Name:

Postal Address:

Contact Details: Ph:.....Fax:.....Mobile:.....
Email:

ALL OWNERS TO SIGN

Signed: **Date:**/...../.....

Signed: **Date:**/...../.....

SIGNATURES OF CONSENT BENEFICIARY IF NOT THE OWNER

Signed: **Date:**/...../.....

PRINCIPAL CERTIFYING AUTHORITY/ACCREDITED CERTIFIER

I acknowledge that I have been appointed by the owner (s) to carry out the role of the Principal Certifying Authority / Accredited Certifier for this development.

Signed: **Date:**/...../.....

Name: Michael Brooks (PCA)

CONTRACT TERMS AND CONDITIONS FOR THE APPOINTMENT OF PRINCIPAL CERTIFYING AUTHORITY

EFFECT OF CONTRACT

1. This Contract 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. Pages 1-5 inclusive of the Application form/contract all form The Contract. All documents listed within the Construction Certificate (CC) or Complying Development Certificate (CDC) are relevant documents for the purpose of the Contract.

OBLIGATIONS OF THE PCA

2. Issuing of Certificates

- 2.1 The PCA shall issue the Construction/Complying Development Certificate:-
 - when the Owner pays the AC/PCA fees for work associated with the issuing of a Construction/Complying Certificate, ie. Certificate & Inspection fees of \$..... The owner is also responsible for the payment of any statutory fees & the provision of a Home Warranty Insurance certificate or Owner Builders permit, if required, and;
 - when the designs of the Building/s complies with the Development Consent, the Regulations and relevant Council policies, and;
 - when the designs comply with the Deemed-to-Satisfy provisions of 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 CC, 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. Inspection Schedule

- 3.1 The PCA shall carry out as many inspections as the PCA considers necessary in addition to the Critical Stage inspections listed in Attachment 'A' of the CC or CDC.

4. Issuing the Occupation Certificate

- 4.1 The PCA shall issue an Occupation Certificate for the Building Works when the PCA is satisfied that:-
 - An application has been received from the applicant
 - All conditions of a Development Consent or a Complying Development Certificate have been complied with;
 - The building complies with the Basix certificate (*if applicable*)
 - 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*)
 - In the case of an Interim Occupation Certificate, the building does not pose any danger to the occupants.

5 Insurance

- 5.1 Professional Indemnity Insurance is provided as per the Building Professionals Act

OBLIGATIONS OF THE OWNER

6 The Owner shall:-

- Not engage any other PCA after the PCA appointed pursuant to this contract 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.
 - Pay all quoted fees payable to the PCA/AC on lodgement of the application.
 - Ensure that a CC or CDC 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 Contract.
 - Use Competent appropriately licensed tradespeople for all aspects of the Building Works.
 - Provide the PCA with evidence of the builder's 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 approval Attachment 'A'.**
 - 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 Contract.
 - Provide the PCA with the date of practicable completion, if requested.
 - Act in good faith, in accordance with the Act and in a cooperative fashion.
 - **Return the enclosed Application for Occupation Certificate to the PCA together with all required Compliance Certificates immediately upon completion of the building. An Occupation Certificate will not be issued beyond six months from completion.**
 - **Where any fines are levied by Council against the PCA in respect of any work required to be done by the client, but not done, the client will reimburse the PCA for the full cost of those fines within 14 days of the fines being imposed.**
- the PCA may:-
- vary this contract to the extent that the PCA will be able to carry out its obligations under this contract; 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 fees charged for variations will be based on the PCA/AC's hourly rate at the time of the variation.
 - 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.
- ## EXCLUSIONS
- 8 The following circumstances are exclusive of the contract;
 - We cannot be engaged where there is any form of conflict of interest
 - Changes to the legislation during or subsequent to the approval.
 - The client is to manage advice, notices & issues with the property neighbours. Additional fees will be charged (as per 7.1) for our involvement in neighbourly issues.
- ## TERMINATION OF CONTRACT
- This contract has a termination period of 24 months after issue date of the C/C or CDC. All works & application for occupation are to be finalised prior to the contract termination or an OC may not be issued.
- To the extent permissible at law, the liability of the PCA to any party for negligence, injury, loss, damage, or consequential loss resulting from the compilation or use of any report, correspondence or certificate is limited to the lower of:
- a) the resupply of the services; or
 - b) the reasonable costs of having the services supplied again; or
 - c) \$100,000.
- The PCA accepts no responsibility for any report, correspondence or certificate being used by any other person than the person to whom it is addressed, except with the prior written consent of the PCA
9. **The Contract is terminated 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 contract in any respect; or
 - The CC or CDC 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 the Consent time frame for the CC or CDC when issued; or
 - The Owner does not advise and/or permit the AC 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 CC, then:
 - The Contract becomes null and void and terminated.
- 9.1 Failure of the owner to notify the PCA within 90 days of practical completion terminates this contract. The PCA may terminate this contract for other breaches 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.
- 9.2 If the Contract is terminated for any reason all fees paid to the PCA are non-refundable
- 9.3 Unless the Owner disputes the Notice of Termination, the Owner must pay any Termination Money to the PCA within 14 days of receiving a Notice of Termination.
- 9.4 If the PCA terminates the agreement, the PCA is entitled to carry out a final inspection, at the Owner's expense, prior to termination.
- 9.5 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 contract or the Building Agreement;
 - any matters of non-compliance with the Act on the part of the Owner or any other contractors.
- 9.6 *If the PCA ceases to practice as a PCA, Michael Brooks shall arrange, after consultation with the client, for the project to be transferred to either another PCA, or the relevant Council, after consultation with the BPB.*
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

- 10 Any dispute of whatever nature to do with this contract must be referred to mediation.
- 10.1 If either party believes there is a dispute under this contract it must give Notice of the dispute to the other party.
- 10.2 The mediator must be appointed by the AIBS or BPB.
- 10.3 The mediation will be invoked by either party serving Notice on the AIBS or BPB and the other party within seven (7) days of a party being notified of a dispute.
- 10.4 Both parties must attend the mediation and must co-operate with the mediator and each other and shall give the mediator whatever the mediator requests.
- 10.5 If the mediator resolves the dispute the resolution must be evidenced by a written agreement that is signed by the mediator and the parties.
- 10.6 If the mediation fails then either party may take action to resolve the dispute in a court of competent jurisdiction.
- 10.7 Both parties will remunerate the mediator on a 50/50% basis regardless of any alleged fault and regardless of the outcome.

MISCELLANEOUS

- 11 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 or non-compliance with the approval, the PCA's responsibilities under the agreement ceases 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 contract occurred.

ADDRESS FOR NOTICES

12. Where any Notice is to be forwarded to the Owner the address for such Notice shall be the address stated in the Complying Development Certificate or Construction Certificate 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.

AC means the Accredited Certifier

Alternative Solution has the same meaning as the term in the Building Code of Australia.

BCA means the current edition of the Building Code of Australia including all applicable amendments.

BPB means the Building Professionals under the NSW Department of Planning.

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 or Complying Development Certificate is to be issued in accordance with this contract 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 or the person having the benefit of a consent.

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 Building Code of Australia.

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 and conditions in the approval.

Notice includes any notice issued under the Act or this contract 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 or in the case of an owner-builder, when the building works have been completed in accordance with the approval.

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

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

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 contract in accordance with this contract, 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 contract had been totally completed.

End of Terms and Conditions