



## NOTICE OF APPOINTMENT OF PRINCIPAL CERTIFYING AUTHORITY AND AGREEMENT FOR CERTIFICATION WORKS

Under the *Environmental Planning and Assessment Act 1979* s81A(2) or (4), 86(1) & (2)  
This application is a contract for certification work in accordance with Section 73A of the  
*Building Professionals Act 2005* (NSW)

Appointment and Service Agreement is attached

Property Key: Office Use Only

Date Received:

057047.2014 (May 2019)

### YOUR INFORMATION AND PRIVACY

Please note the information that you provide on this form is used by Council to process your application and can be available to other government agencies.

The *Government Information (Public Access) Act 2009* requires Council to make publicly available details of applications for approvals. However, in accordance with the *Privacy and Personal Information Protection Act 1998*, Council will seek to limit the availability of your personal information to third parties.

The Service Agreement must be completed to appoint Liverpool City Council (LCC) to undertake certification work. This is in accordance with Section 81A of the Environmental Planning and Assessment Act, 1979.

This form is not to be used where replacement of the PCA is being considered. For further information please refer to the Building Professionals Board website [www.bpb.com.au](http://www.bpb.com.au)

### Address details of development

Shop/Unit No:	House No:	Street:	
Suburb:		Postcode:	
Lot No:	Deposited / Strata Plan No:		Section:

### Details of Development Consent / Construction Certificate / Complying Development Certificate

Development Approval (DA) No:	Determination Date:
Construction/Complying Dev Certificate (CCB/CD) No:	Determination Date:

Certification work to be performed (tick one or more boxes as required):

- Determination of CDC Application
- Determination of CC Application
- Determination of OC
- Appointment of Liverpool Council as PCA
- Determination of Swimming Pool Compliance Certificate

### Applicant (Appointer's) details

NOTE: Any builder, contractor or other person who will carry out the work cannot appoint the Principal Certifying Authority unless that person is the owner of the land. Only the owner or person having the benefit of the Development Consent or Complying Development Certificate can appoint a Principal Certifying Authority.

Family Name(s)/Surname(s) (or company & ACN):		
Full Given Names or Company Contact Person:		
House/Unit No:	Street:	
Suburb:		Postcode:
Contact name and phone:	Email:	

**NOTICE OF APPOINTMENT OF PRINCIPAL  
CERTIFYING AUTHORITY AND AGREEMENT FOR  
CERTIFICATION WORKS**

Under the *Environmental Planning and Assessment Act, 1979 s81A(2) or (4), 86(1) & (2)*  
This application is a contract for certification work in accordance with Section 73A of the  
*Building Professionals Act 2005 (NSW)*

**Applicant (Appointer's) Declaration**

As the owner or person having the benefit of the Development Consent or Complying Development Certificate stated on this form, I appoint Liverpool City Council to conduct the certification work indicated above.

- I declare that all the information provided in this application is, to the best of my knowledge, true and correct.
- I understand that I am entering into a contract with Council as required by Section 73A of the Building Professional Act 2005.
- I agree to appoint Liverpool City Council to carry out all necessary certification work relevant or related to the development.
- I have read, understood and accept the terms and conditions contained in the "Certification Appointment and Service Agreement". A copy of this document is attached for your reference and is also available from our website.

Yes     No

**Signature of Applicant (Appointer):**

**Date:**

Print Name:

**OFFICE USE - COUNCIL**

Application form satisfactorily completed and relevant approvals referenced.

Officer Name:

Officer Signature:

(Signed for and on behalf of Liverpool City Council)

**Date:**

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*Building Professionals Act 2005* (NSW)

**Customer Copy****Attachment: Certification Appointment and Service Agreement of Principal Certifying Authority**

Liverpool City Council aims to provide efficient, quality and cost effective building inspections, approval and certification services to its clients. LCC has a team of professional and experienced Environmental Building Surveyors who will ensure that relevant Building Regulations, Australian Standards and Development Consent requirements are satisfied as applicable to a Principal Certifying Authority.

**TERMS AND CONDITIONS**

This Appointment and Service Agreement (the Agreement) forms part of the contract for certification work in accordance with Section 73A of the *Building Professionals Act 2005* and applies where a person having the benefit of a consent elects to appoint (the appointer/s) LCC to issue a Construction Certificate or Complying Development Certificate and/or act as the Principal Certifying Authority (PCA) in accordance with the *Environmental Planning & Assessment Act 1979*.

The functions under the *Environmental Planning & Assessment Act 1979*, which are to be carried out as part of this Agreement, relate to the nominated Development Consent, Construction Certificate or Complying Development Certificate, as issued by LCC including all endorsed and referenced plans and documentation.

The Agreement also encompasses any subsequent modifications to the abovementioned approvals, subject to payment of applicable fees and charges, and unless otherwise advised in writing. The person having the benefit of a Development Consent for development involving building work or a Complying Development Certificate, for development involving building work, must appoint a PCA, however, the appointment of a PCA may not be made by any person, contractor or the like who will carry out the building work (e.g. builder or sub-contractor) unless that person is also the owner of the land on which the work is to be carried out.

**1. Errors and Omissions**

- 1.1 LCC does not accept responsibility for any damages, loss or delay suffered by the appointer/s or any other related party arising as a result of any omission or error contained within the agreement or any failure of the appointer/s to comply with all terms and conditions of the agreement.
- 1.2 In the event of any negligent act or omission by the appointer/s, LCC shall be indemnified against and released from all liability, damages, compensation, actions, claims, disputes and suites of any kind which may arise before, during or after the period of the agreement in relation to the appointment of LCC.

**2. Scope**

- 2.1 The scope of works covered by the Agreement is limited to building works described in the Construction Certificate or Complying Development Certificate.

**3. Who May Carry Out Certification Work**

- 3.1 The details of the officers employed by LCC, any of whom may carry out certification work and inspections under this Agreement, can be found on the Building Professionals Board's website [www.bpb.nsw.gov.au](http://www.bpb.nsw.gov.au)

**4. Appointment**

- 4.1 All information provided by the appointer/s shall be taken to be accurate and correct. LCC shall not accept any responsibility for any intentional or unintentional error or omission made by the appointer/s.
- 4.2 The appointer/s confirms or verifies that no building works, the subject of a relevant Development Consent for development, Construction Certificate or Complying Development Certificate, have commenced prior to the appointment of LCC under this Agreement.
- 4.3 Where building works have commenced prior to the appointment of LCC, the appointment shall be deemed invalid.
- 4.4 The appointer/s shall keep the PCA informed of any changes to the details of the Principal Contractor (builder) and any relevant insurance required by the builder. Failure to meet this obligation shall result in the

appointer/s indemnifying LCC against any losses suffered as a result of non-compliance with any legislative requirements.

4.5 The appointer/s are responsible for ensuring that a copy of the Home Warranty Insurance or Owner Builder Permit is submitted to the PCA prior to the commencement of building works, where required by the Home Building Act 1989. The commencement of the appointment as PCA will not occur until this requirement has been met.

4.6 LCC shall not accept responsibility for any damages or costs associated with the PCA's inability to issue an Occupation Certificate due to, but not limited to, the following:

- Non-compliance with a condition of the Development Consent or Complying Development Certificate
- Unsatisfactory final inspection
- Non-compliance with BASIX commitments
- Missed mandatory critical stage inspection, or other inspection
- Non-compliance with Development Consent, Construction Certificate and Complying Development Certificate endorsed plans or documentation and/or
- Failure to pay the required fees.

## **5. Structural Engineering and Other Specialist Details**

5.1 Any structural or other specialist engineering details relating to the building work shall be forwarded to the PCA prior to commencement of building works. Such details are to confirm compliance with the relevant provisions of the Building Code of Australia and/or Australian Standards, to the satisfaction of the PCA.

## **6. Inspections**

6.1 The appointer/s acknowledges that certain mandatory critical stage inspections, and other inspections of the building works, are required to be carried out by the PCA.

6.2 LCC, as the PCA shall notify the appointer/s of any mandatory critical stage inspection requirements, and any other inspection requirements, in accordance with section 81A of the *Environmental Planning and Assessment Act 1979*. The mandatory critical stage inspection requirements, and other inspection requirements, will generally be listed in the notice attached to the Construction Certificate or Complying Development Certificate.

6.3 The PCA will undertake inspections of the relevant building works during construction, and prior to the issue of an Occupation Certificate, so to ascertain and confirm compliance with the Development Consent, Construction Certificate, Complying Development Certificate, Building Code of Australia and/or other relevant or applicable standards for construction.

6.4 The appointer/s authorise right of entry to the property, and any building works the subject of Development Consent and a Construction Certificate or Complying Development Certificate, by any certifying authority, accredited certifier or other person, arranged by or employed by LCC to carry out any mandatory critical stage inspections, or other inspections, as deemed necessary or required by the PCA.

6.5 The appointer/s acknowledges that it is the Principal Contractor (builder) or Owner Builder's responsibility pursuant to clause 163 of the *Environmental Planning & Assessment Regulations 2000* to make suitable arrangements with the PCA to carry out any mandatory critical stage inspection, by calling LCC on 1300 36 2170 in accordance with the notice attached to the Construction Certificate or Complying Development Certificate.

6.6 The appointer/s acknowledges and accepts that building works must not and cannot proceed to any subsequent stage of construction prior to obtaining a satisfactory inspection result from the PCA for each relevant stage of construction.

6.7 The PCA will provide confirmation of the outcome of any mandatory critical stage inspection, or other inspection, as soon as practical after the inspection has been completed.

6.8 The appointer/s acknowledges and accepts that a failure to request the PCA to carry out a mandatory critical stage or other inspection may prejudice and possibly prevent the issue of an Occupation Certificate in respect of the building.

## **7. Third Party Certification of Works**

7.1 To ensure compliance with the Development Consent, Construction Certificate, Complying Development Certificate and/or Building Code of Australia, the appointer/s acknowledges that the Principal Contractor/Owner Builder may be required to submit third party certification from a suitably qualified person in a specific field (e.g. structural engineer) to the PCA demonstrating a specific matter or element of the building work complies with any relevant standard. The PCA will advise when this is required by inspection result or written documentation. Such certification is required to be prepared by an accredited certifier or other suitably qualified/experienced person and must reference the relevant provisions of the Building Code of Australia, Australian Standards and Development Consent, Construction Certificate or Complying Development Certificate endorsed plans and documentation.

7.2 This certification is in addition to any mandatory critical stage inspection, or other inspection requirements required to be carried out by the PCA.

## **8. Missed Inspections**

8.1 Where a mandatory critical stage inspection, or other inspection has been unavoidably missed, the Principal Contractor/Owner Builder must, within two (2) days of becoming aware that the inspection has been missed, advise the PCA in writing as to the circumstances causing the inspection to be missed and must supply to the PCA, all or any documentation requested by the PCA concerning the unavoidably missed inspection.

## **9. Occupation Certificate**

9.1 An Occupation Certificate can only be issued by the PCA.

9.2 The appointer/s acknowledges and accepts that the occupation or use of the whole or any part of a new building, or change of an existing use/classification, must not occur unless an Occupation Certificate has been issued in relation to the building or part.

9.3 The appointer/s acknowledges and accepts that the *Environmental Planning & Assessment Act 1979* contains penalty provisions for use or occupation of a building absent of a validly issued Occupation Certificate. The appointer/s acknowledges and accepts that liability for occupation or use of the whole or any part of a new building, or change of an existing use/classification, rests with the appointer/s.

9.4. Where the appointer/s wishes to use or occupy an incomplete development or building, an application may be made to the PCA for an Interim Occupation Certificate. Applications for Interim Occupation Certificates will be considered in accordance with the requirements of the *Environmental Planning and Assessment Act 1979*, the Development Consent, Construction Certificate or Complying Development Certificate, Building Code of Australia and relevant Australian Standards.

9.5. *LCC Certifiers'* Occupation Certificate fees include or provide for the consideration and issue of one Occupation Certificate only (Interim or Final). In circumstances where the appointer/s applies for or is issued an Interim Occupation Certificate, an additional fee will be payable for the Final Occupation Certificate. The inspections required to determine the Occupation Certificate may attract an additional fee.

9.6 The appointer/s acknowledges and accepts that works carried out not in accordance with the relevant Development Consent, Construction Certificate, Complying Development Certificate, or the Building Code of Australia, may result in the PCA refusing to issue an Occupation Certificate.

## **10. Service Fees**

10.1 All fees and charges mentioned in this Agreement are based on LCC's current Schedule of Fees and Charges published on its website.

10.2 The fees for inspection and certification services are as quoted by Liverpool City Council and are payable upon appointment and on lodgement of any Construction Certificate or Complying Development Certificate. All fees are inclusive of GST.

10.3 The fees quoted provide for the PCA to carry out one (1) inspection in relation to each inspection listed in the schedule to the approval.

10.4 Additional inspections required due to staging of building works or variations in the construction sequence may attract an additional fee.

10.5 Reinspection of works arising as a result of incomplete or unsatisfactory mandatory critical stage inspections, or other inspections, may attract an additional fee.

10.6 Where the appointer/s, the Principal Contractor or the Owner Builder, requests site meetings or site inspections, in addition to any mandatory critical stage inspection requirement, or other inspection requirement, LCC reserves its right to impose or require the payment of an additional fee.

- 10.7 Where the PCA becomes or is made aware of a matter that requires investigation or site visits not elsewhere dealt with by this Agreement, LCC reserves its right to impose or require the payment of an additional fee.
- 10.8 Where additional fees occur, payment is ordinarily required prior to provision of the service. Where the service is completed prior to payment, an invoice will be issued within twenty one (21) days after the completion of that work.
- 10.9 In circumstances where LCC is appointed under this Agreement, and the requisite fee payment is not honoured, the appointer/s acknowledges and accepts liability for all or any unpaid fees and any associated debt recovery costs plus interest incurred from the time of the appointment.
- 10.10 The appointer/s acknowledges and accepts that LCC, may suspend its services where fees have not been paid.

## **11. Miscellaneous**

- 11.1 The appointer/s must notify the PCA in writing of any change in the details or address of the Principal Contractor/Owner Builder.
- 11.2. This agreement and associated fee services shall expire two (2) years after the date of the agreement, whereupon LCC may cancel the agreement.
- 11.3. LCC may terminate this agreement or commence legal proceedings if there is a breach of the terms of this Agreement
- 11.4. LCC recommends that the appointer/s reviews the Development Consent conditions and ascertain whether the Building Contract covers all additional requirements under the Development Consent. It is common that some conditions of consent are not covered under the Building Contract and may be the responsibility of the owner/s to fulfil such conditions prior to obtaining an Occupation Certificate. LCC recommends that you familiarise yourself with such post-contract requirements and responsibilities.