

AIS Certifiers

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Private Certifiers
BCA and building consultants
Swimming pool compliance certificates

Complying Development Certificate Application

Issued Under Environmental Planning and Assessment Act 1979 – Section 85, 85A
APPOINTMENT OF PRINCIPAL CERTIFYING AUTHORITY – Section 81A (2), (b) (ii) or (c), 86 (1) and (2)

When complete this application form is taken to form a required contract under clause 19a of the Building Professionals Regulation

APPLICATION FOR COMPLYING DEVELOPMENT CERTIFICATE, NOMINATION AS PCA AND OCCUPATION CERTIFICATE

Owner(s)

Name _____
Postal address _____
Contact No. _____
Email _____

I agree to the terms and conditions set out in the following contract:

Signed _____

Land to be developed

Address _____
Lot _____ DP _____

Proposed development

Description (e.g. dwelling/house) _____
Proposed use _____

Builder/Owner Builder

(Every approval for residential building work worth more than \$10,000 requires an Owner Builder Permit or a licensed builder)

Name _____ Phone _____
Email _____
Address _____
Contractor Lic. No./OB Permit _____
Builders ABN _____

Market value of work \$ _____

Long Service Levy \$ _____

Paid? YES NO Receipt provided? YES NO

Nominated PCA Anthony Lewis BPB 0228 Jared Nevill BPB 2523

Date received _____

Complying Development Certificate Application and Contract

List of documents accompanying this application

(Tick if supplied, add more detail if necessary)

Document	Supplied	Author / Reference number	Date
CDC Plans (Site, floor, elevations, sections, landscape)	<input type="checkbox"/>		
Engineers Structural Design	<input type="checkbox"/>		
Engineers Drainage Design	<input type="checkbox"/>		
Building Specifications	<input type="checkbox"/>		
Basix Certificate	<input type="checkbox"/>		
BAL Certificate	<input type="checkbox"/>		
Sewer Main Location	<input type="checkbox"/>		
Sydney Water Tap in Approval	<input type="checkbox"/>		
Long Service Levy Receipt	<input type="checkbox"/>		
10.7(2) Certificate	<input type="checkbox"/>		
Certificate of Title	<input type="checkbox"/>		
Deposited Plan/ 88b Instrument	<input type="checkbox"/>		
Existing Fire Safety Schedule	<input type="checkbox"/>		
Tree Removal Permit	<input type="checkbox"/>		
Section 68 Approval	<input type="checkbox"/>		
Section 138 Approval	<input type="checkbox"/>		

Complying Development Certificate Application and Contract

Schedule to Complying Development Certificate Application

Must be completed by applicant where building work is proposed

Particulars of the Proposal

What is the area of the lot being developed (m²)

What is the total floor area of the proposed and existing building/s in (m²)

Area in (m²) of Bonded Asbestos material or friable asbestos material, if any, that will be

(1) Disturbed

(2) Repaired

(3) Removed in the carrying out of the development

For each **proposed new building**, indicate –

(1) How many storeys (including underground storeys) in the building?

(2) How many existing dwellings on the lot?

(3) Is the new building is to be attached to any other new building?

For each **proposed new residential building**, indicate –

(1) How many storeys (including underground storeys) in the building?

(2) How many existing dwellings on the lot?

(3) Are any existing dwellings being demolished as part of this development?

(4) How many separate dwellings are in the new building?

Does the site contain a dual occupancy?

Materials to be used

Are any 2nd hand materials proposed to be used?

YES

NO

Place a cross in the box which best describes the materials which the new work is to be constructed of:

	Walls	Code		Roof	Code		Floor	Code		Frame	Code
<input type="checkbox"/>	Brick (double)	11	<input type="checkbox"/>	Tiles	10	<input type="checkbox"/>	Concrete/slate	20	<input type="checkbox"/>	Timber	40
<input type="checkbox"/>	Brick (veneer)	12	<input type="checkbox"/>	Concrete/ slate	20	<input type="checkbox"/>	Timber	40	<input type="checkbox"/>	Steel	60
<input type="checkbox"/>	Concrete/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"/>	Not specified	90	<input type="checkbox"/>	Other	80
<input type="checkbox"/>	Timber	40	<input type="checkbox"/>	Aluminium	70				<input type="checkbox"/>	Not specified	90
<input type="checkbox"/>	Curtain glass	50	<input type="checkbox"/>	Other	80						
<input type="checkbox"/>	Steel	60	<input type="checkbox"/>	Not specified	90						
<input type="checkbox"/>	Aluminium cladding	70									
<input type="checkbox"/>	Timber/ weatherboard	40									
<input type="checkbox"/>	Other	80									

Complying Development Certificate Application and Contract

This part to be completed by Accredited Inspection Services

Insurance details

Insurer	PEN
Dates insured	3/8/2018 – 3/8/2019
Policy number	A5661 / 0175992

Certificate/Quote#

Date of receipt

Date of issue

Critical stage inspections required by 109E (3) (d) of the EP&A Act 1979.

(PCA to those relevant)

1. after excavation for, and prior to the placement of, any footings,
2. prior to pouring any in-situ reinforced concrete building element,
3. prior to covering of the framework for any floor, wall, roof or other building element,
4. prior to covering waterproofing in any wet areas,
5. prior to covering any stormwater drainage connections,
6. after the building work has been completed and prior to any Occupation Certificate being issued in relation to the building.

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Complying Development Certificate Application and Contract

Conditions of Contract

PCA Obligations

- a. The PCA agrees to carry out mandatory critical stage inspections during the course of construction of the proposed building work (where applicable) as follows-
 - i. Prior to issue of any CC/CDC
 - ii. at the commencement of the proposed building work; and
 - iii. after excavation for, and prior to the placement of any footing; and
 - iv. prior to pouring any in-situ reinforced concrete building element; and
 - v. prior to covering of the framework of any floor, wall, roof or other building element; and
 - vi. prior to covering waterproofing in any wet areas; and
 - vii. prior to covering any stormwater drainage connections; and
 - viii. after the proposed building work has been completed and prior to any occupation certificate being issued in relation to the building; and
 - ix. any other inspections as the PCA considers necessary in addition to those nominated which may be required from time to time to enable the issuing of the final Occupation Certificate.
- b. The owner and the principal contractor acknowledge that the PCA or another certifying authority (with the approval of the PCA) must inspect the mandatory critical stage inspections numbered (a)i-vii. The PCA must carry out the final mandatory critical inspection (a)viii.
- c. The PCA shall issue the final Occupation Certificate for the proposed building work when the PCA is satisfied that –
 - i. any preconditions for the issue of the final certificate that are specified in the development consent or Complying Development Certificate have been met; and
 - ii. the building works for which the Certificate has been issued are suitable for occupation for use in accordance with their classification under the Building Code of Australia 1996 (as amended); and
 - iii. a final Fire Safety Certificate has been issued (if required).
- d. The PCA shall issue an Interim Occupation Certificate for the proposed development when the PCA is satisfied that: -
 - i. any preconditions to the issue of any Occupation Certificate as specified in the development consent or Complying Development Certificate been met; and
 - ii. that the building works for which the Construction Certificate has been issued are suitable for occupation for use in accordance with their classification under the Building Code of Australia 1996 (as amended); and
 - iii. the building does not constitute a hazard to the health or safety of the occupants of the building.

Principal Contractor Obligations

- i. Before the commencement of any residential building work the principal contractor must provide the PCA with Home Warranty Insurance pursuant to the Home Building Act, 1989.
- ii. The principal contractor must notify the PCA of a date and time for the carrying out of each mandatory critical stage inspection and shall pay the scheduled fees as set out.
- iii. The principal contractor must rectify any defects identified by the PCA during the course of each mandatory critical stage inspection to the satisfaction of the PCA before the principal contractor carries out any further building work or at such other times as may be agreed to by the PCA.
- iv. The principal contractor must not allow any occupation of the building to be permitted without first obtaining an Occupation Certificate (either interim or final) from the PCA.
- v. The principal contractor must ensure that a Construction Certificate or Complying Development Certificate has been issued prior to the commencement of any works.
- vi. The principal contractor must engage competent tradesman to carry out all aspects of the building works.
- vii. The principal contractor must 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.
- viii. The principal contractor must attend any meetings if required by the PCA to do so.
- ix. The principal contractor must comply with any notices or orders that the PCA issues.
- x. The principal contractor must provide Compliance Certificates as requested by the PCA.
- xi. The principal contractor must provide all information that the principal contractor reasonably can obtain to enable the PCA to fulfil its obligations to this Agreement.

Owner Obligations

- i. The owner agrees to pay all foreseeable charges at the time of application, in accordance with attached invoice.
- ii. The owner agrees to pay any unforeseen charges within 21 days of charge occurring
- iii. The owner must ensure that a Construction Certificate or Complying Development Certificate has been issued and evidence of HBCF insurance or an Owner Builder Permit have been provided to the PCA prior to the commencement of works.
- iv. The owner must ensure that the subject property is available for the PCA to carry out the PCA's obligations under this Agreement.
- v. The owner must attend any meetings if required by the PCA to do so.
- vi. The applicant agrees to provide all approval documents to the Builder.

Complying Development Certificate Application and Contract

- vii. The owner must not occupy the building until an Occupation Certificate (either interim or final) has been issued by the PCA.
- viii. The owner agrees that in the event of an interim Occupation Certificate being issued by the PCA and there being outstanding work that is required, be completed by the owner or a condition of development consent that needs to be satisfied by the owner, the owner agrees to complete the outstanding work or satisfy any condition of the development consent within three (3) months from the date of the interim Occupation Certificate or such other time as may be agreed between the owner and the PCA.
- ix. The owner agrees to pay any charges as set out for further inspections that are required to be carried out to enable the issuing of the final Occupation Certificate.

Termination of this Agreement

This Agreement may be terminated if any of the following occurs –

- i. Building works are commenced without the issue of a Complying Development Certificate or Construction Certificate.
- ii. The owner or principal contractor fails to provide Home Warranty Insurance pursuant to the Home Building Act, if the building work is residential building work;
- iii. If the PCA terminates this Agreement then the Principal Contractor and owner must pay any money owing to the PCA for work done and costs incurred by the PCA up to and including the date of termination of this Agreement.

Replacing PCA

The appointed PCA can only be changed or replaced by another PCA with the approval of the original Certifying authority, or with BPB consultation

Governing Law

The parties agree that this Agreement is governed by the laws of NSW in particular the Environmental Planning and Assessment Act 1979 and its Regulations, and Building Professionals Act 2005 and its Regulations.

The submission of the Home Owner's Warranty Insurance or Owner Builder's Permit to the Principal Certifier will act as acceptance of the terms and conditions listed within the application form and terms of engagement listed within.