

# AIS Certifiers

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Private Certifiers  
BCA and building consultants  
Swimming pool compliance certificates

## PCA Application

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 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 \_\_\_\_\_ Area of site (m<sup>2</sup>) \_\_\_\_\_

Does the proposal comply with all S88b covenants?

Yes

No

#### Proposed development

Description \_\_\_\_\_  
Proposed use \_\_\_\_\_

#### Development Consent

DA Number \_\_\_\_\_ Determination \_\_\_\_\_ BCA Classification on DA \_\_\_\_\_

#### 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 \_\_\_\_\_

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 \_\_\_\_\_

# PCA Application and Contract

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## To be completed by Accredited Inspection Services

### Insurance details

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Insurer PEN  
Dates insured 3/08/2018 – 3/08/2019  
Policy number A5661/0175992

Approval Number \_\_\_\_\_

Attachments Quote number \_\_\_\_\_  
Plans \_\_\_\_\_

Date of receipt \_\_\_\_\_

Date of issue \_\_\_\_\_

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

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(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"/> |
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# PCA Application and Contract

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## Conditions of Contract

### PCA Obligations

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- 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

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- 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

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- 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.

## PCA Application and Contract

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- 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

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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

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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.