## Principal Certifier Appointment & Service Agreement

**Part 6 of the Environmental Planning & Assessment Act 1979**

### OFFICE USE ONLY

<table>
<thead>
<tr>
<th>Application No:</th>
<th>CCO:</th>
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<tr>
<td>Fees paid: $</td>
<td>Receipt no:</td>
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<td>Receipt date:</td>
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### LODGEMENT & PAYMENT OF APPLICATION

Your application will NOT be processed until FULL payment has been received.

**Council:**
- **Auburn Service Centre** - 1 Susan Street, Auburn NSW 2144
- **Merrylands Service Centre** - 16 Memorial Avenue, Merrylands NSW 2160

**Mail:**
- The General Manager, Cumberland City Council, PO Box 42, Merrylands NSW 2160

**Monday–Friday, 8:30am–4:30pm – Payment by Cash, Cheque or Card**

- **Auburn Service Centre** - 1 Susan Street, Auburn NSW 2144
- **Merrylands Service Centre** - 16 Memorial Avenue, Merrylands NSW 2160

**Payment by cheque ONLY - payable to Cumberland City Council**

### 1. Consent of ALL Owner(s)

The written consent (only originals) of all owners MUST be provided. If space below is insufficient, attach separate documents to this application form with each additional owner’s consent.

1. **Company/Organisation** – consent is to be provided by signatures of directors and an up to date ASIC company extract.
2. **New Owner(s)** – If the property has recently been sold, evidence of the sale must be provided by either a copy of the Certificate of Title, a letter from the solicitor confirming settlement or previous owner(s) consent.
3. **Works to properties with a Strata Plan** also require the written consent of the Owners’ Corporation under the Strata Seal.
4. **Proposed works to properties located within Community Title Estates** are affected by Community Management Schemes which may require the written consent of the Executive Committee of the relevant Community Association. This includes Torrens Title, Strata Title and neighbourhood lots within a Community Title Estate.
5. I also give consent for authorised Council Officers to enter the land to carry out inspections, take photographs and videos, surveys and measurements.

<table>
<thead>
<tr>
<th>Owner 1</th>
<th>Owner 2</th>
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<tr>
<td><strong>Company name:</strong> (if applicable)</td>
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<tr>
<td><strong>ABN/ACN:</strong> (if applicable)</td>
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<tr>
<td><strong>Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Position:</strong> (if applicable)</td>
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<td><strong>Signature:</strong></td>
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I am an employee/ Councillor/ relative of an employee and/or Councillor of Cumberland City Council/ Member of Parliament/ Minister of Parliament.

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<td><strong>Yes</strong></td>
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### 2. Property details

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<tr>
<th>Address</th>
<th>Unit no:</th>
<th>House no:</th>
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<tr>
<td>Street:</td>
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<td>Suburb:</td>
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<td>Postcode:</td>
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<td>Lot:</td>
<td>DP:</td>
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Owner: Planning and Environment – Development and Building
RAMS - CLApptPCA

Last revised: 29/01/2020
Page 1 of 6
### 3. Building Details

**Description of Works:**

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- Development Consent Number: 
- Construction Certificate Number: 
- Complying Development Certificate Number: 
- Classification of building works to be carried out under Building Code of Australia:

### 4. Home Building Act 1989 Requirements

1. **Does the proposal involve residential development?**
   - [ ] Yes
   - [ ] No
   **Note:** Only applicable to development involving erection/alteration/addition or residential dwellings, units or associated buildings

2. **Are you an Owner Builder?**
   - [ ] Yes (Attach a copy of the Owner Builder Permit) Licence/Permit no: 
   - [ ] No If no, fill out details below:
     - Builders name: 
     - Licence/Permit no: 
     - Contact number(s): 
     - Contact email: 
     - Address: Unit no: House no: 
     - Street: 
     - Suburb: Postcode: 

I am an employee/ Councillor/ relative of an employee/ Councillor/ Member of Parliament/ Minster of Parliament/ of Cumberland City Council.

- [ ] Yes
- [ ] No
5. Responsibility of a Principal Certifier

(a) Quality of Service
The Principal Certifier will carry out the Inspection Services set out below in a professional manner and in accordance with the requirements of the Environmental Planning and Assessment Act 1979 and Council’s Code of Conduct.

(b) Site Signage
The Principal Certifier will provide you with a sign to erect on site. This sign will advise the public of the Principal Certifier contact details.

(c) Inspection Services
The Principal Certifier will:
- undertake inspections of the building work described in Clause 4 at critical stage during construction;
- decide whether the building works comply with:
  - The Development Consent
  - The Construction Certificate
  - Complying Development Certificate (where applicable)
  - The Building Code of Australia
  - Any other relevant standards of construction
- Issue an Inspection Result sheet stating that the building works are satisfactory, or provide notification in writing that the works are not satisfactory.

If, after a critical stage inspection, the building works are determined by the Principal Certifier to be unsatisfactory then the Principal Certifier may issue a notice requiring certain works to be carried out so as to bring the building work into compliance with the items set out in 8(c) (ii) above.

(d) Issue an Occupation Certificate
Issue an Occupation Certificate where the development is completed in accordance with the provisions of the EP & A Act 1979 and conditions of Development Consent or the Complying Development Certificate.

6. Critical Stage Inspections
The following stages of construction are the critical stages of construction required to be inspected by the Principal Certifier:
- After excavation (prior to placement of footings)
- Foundation / footings (prior to pouring of concrete)
- Framework (prior to fixing floor, wall and ceiling linings)
- Waterproofing of wet areas (prior to covering)
- Stormwater Drainage (prior to covering)
- Finalisation of works (all works completed)

Please note that a failure to give correct notification of required inspections may result in the issuing of a notice and order by the Council and may result in the refusal to issue an occupation certificate.

Should the building works be unsatisfactory or incomplete at the time of inspection an additional inspection may be required with a further inspection fee payable.
7. Your Responsibilities

(a) Inspections & Inspection Bookings
You must provide a copy of this agreement to the Principal Contractor/ builder, prior to the commencement of the building works, in particular the principal contractor/ builder should be made aware of the critical stage inspections that are required to be carried out by the Principal Certifier and the structural and specialist details and certificates required to be submitted to the Principal Certifier.

You should give the Principal Certifier a minimum of 24 hours’ notice (excluding weekends and public holidays) to enable the critical stages of construction to be inspected, as identified in Clause 9 of this agreement. Urgent inspections may be possible by arrangement. Inspections must be booked in by contacting Council’s Customer Service Centre on 9840 9840 Monday to Friday during office hours.

You agree the building works will not proceed to the subsequent stages of construction prior to obtaining approval from the Principal Certifier for each stage of construction specified in Clause 9 of this agreement. You agree to allow the Principal Certifier to inspect the premises before and after the occupation certificate has been issued to ensure that the completed works comply with the development consent or complying development certificate.

(b) Compliance Notice
If the Principal Certifier issues a notice requiring works to be carried out so as to bring the building works into compliance with the Development Consent, Construction Certificate, Complying Development Certificate, Building Code of Australia or any other relevant standards of construction, you agree to:-
- Carry out (or cause to be carried out) the works, as set out in the notice; or
- Make representation to the Principal Certifier as to the works which are the subject of the notice.

(c) Structural Engineering and other Specialist Details
The following details are to be forwarded to the Principal Certifier prior to commencement of construction of the relevant part and the details are to be prepared by a suitably qualified person and are to confirm compliance with the relevant provisions of the BCA and Australian Standards to the satisfaction of the Principal Certifier:
- Structural engineering plans and specifications
- specialist details as required by the Principal Certifier

(d) Certification of Works
To ensure compliance with the items set out in Clause 8(c)(ii) above, you are required to provide certification to the Principal Certifier (at the relevant stage of construction), verifying that the following specialist matters have been carried out in accordance with the relevant requirements of the BCA and Australian Standards:-
- Installation of termite management system by a licensed installer
- Waterproofing of wet areas by the accredited water proofer
- Installation of glazing by a licensed builder
- Installation of smoke alarms by a licensed electrician
- Any matters as required by the Principal Certifier

Each of the above certificates are required to be prepared by an accredited certifier or other suitably qualified and experienced person and must reference the subject property, the relevant provisions of the BCA, Australian Standards and approved drawings, to the satisfaction of the Principal Certifier.

(e) Occupation Certificate
An Occupation Certificate must be obtained prior to the occupation or use of a new building (or part of a building) or prior to the change of an existing building use/classification. If the building works do not comply with any part of the Development Consent, Construction Certificate, Complying Development Certificate, BCA or other relevant standards of construction this may result in a refusal to the issue of an Occupation Certificate.

To enable Council to consider issuing an occupation certificate you will need to submit an occupation certificate application form including all relevant attachments. A copy of the form can be found on Council’s website. Notwithstanding this, acceptance of this agreement constitutes an application to the Principal Certifying Authority for an interim or final occupation certificate.

Prior to the issue of an occupation certificate the Principal Certifier is required to ensure compliance with the provisions of the Environmental Planning and Assessment Act 1979 and conditions of development consent including the submission of fire safety certificates where applicable.
It is your responsibility to ensure that all works comply with the approved plans and conditions of development consent.

(f) Principal Certifier Service Fees
The fees for the Principal Certifier inspection services (“the fees”) and certification services are detailed in the fee proposal, a copy of which is available from Council’s Customer Service Centre. You must pay the fees upon appointment of the Council as the Principal Certifier. Any additional inspection fees are required to be paid within twenty-eight days of the Council’s invoice date. Additional inspections as a result of unnecessary callouts or repeat inspections due to non-complying building works will be charged at the standard reinspection fee rate specified in the latest Fees and Charges Schedule.

(g) Change of Details
You are required to notify the Principal Certifier in writing of any changes in your details or address or Builder’s details or address.

(h) Site Signage
- You agree to erect the Principal Certifier sign identifying Cumberland City Council as the Principal Certifier.
- You are responsible to maintain the Principal Certifier signage at the site until the Final Occupation Certificate is issued; and
- You agree to remove the Principal Certifier signage once the Final Occupation Certificate is issued.

(i) Conditions of Approval
You are required to comply with all conditions of development consent, complying development certificate and/or construction certificate.

8. Limitation of Liability

(a) Implied Terms and Warranties excluded
Apart from Clause 8(a) and subject to Clause 11(c) below, the Principal Certifier excludes all implied terms and warranties of any kind, whether statutory or otherwise, relating in any way to this agreement or its subject matter.

(b) Cap on Liability
Subject to Clause 11(c) below the Principal Certifier’s total liability for loss or damage of any kind not excluded by Clause 11(a) above, however caused, in contract, tort, under any statute or otherwise (including negligence) arising from or relating in any way to this agreement or its subject matter is limited in aggregate for any and all claims to the amount of Fees paid by you.

(c) Non-Excludable Terms
Where any Act of Parliament implies in this agreement any term, and that Act voids or prohibits provisions under contract which exclude or modify the operation of such term the term is taken to be included in this agreement. However, the Principal Certifier’s liability for breach of such term will, if permitted by law, be limited to one of the following remedies (at the Principal Certifier’s option):
- the resupply of the services; or
- the payment of the cost of resupplying the services.

(d) Your Contribution
The Principal Certifier’s liability to you for loss or damage of any kind in contract, tort, under any statute or otherwise (including negligence) arising from or relating in any way to this agreement or its subject matter, is reduced to the extent that you cause or contribute to the loss or damage.

9. Termination of Agreement
You acknowledge that under Section 109EA of the Environmental Planning and Assessment Act 1979 you may not terminate the agreement and appoint a new Principal Certifier without the prior written consent of the Council. The Principal Certifier may terminate the agreement if you breach any term of the agreement. No fees will be refunded.

10. Governing Law
This agreement is governed by the law in force in New South Wales and each submits to the non-exclusive jurisdiction of the Courts of New South Wales.
11. Entire Agreement – Owner/Applicant

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on the subject matter.

I accept the terms and conditions of this service agreement and appoint Cumberland City Council as the Principal Certifying Authority for the subject development.

Name(s):

Contact number(s):

Contact email:

Address: Unit no: House no:

Street:

Suburb: Postcode:

Signatures(s):

Date:

Please complete the Principal Certifier agreement and forward to Council’s Customer Service Section for counter signing. The fees specified in the fee proposal are required to be paid at the time of submitting this agreement.

12. Entire Agreement – Principal Certifier – Cumberland City Council

Principal Certifier’s Agreement to Appointment (To be completed by the Principal Certifier – Cumberland City Council)

Officer’s Name on behalf of Cumberland City Council

Has the Construction Certificate/Complying Development Certificate been issued? Yes No

Copy of Home Owners Warranty Insurance/Owner Builder Permit details supplied? (Note: N/A where cost of works is less than $20,001 or non-residential development)

Has the Principal Contractor Licence details been provided?

Have the inspection fees been paid?

Principal Certifier document checked by Officer:

Has a copy of the signed agreement been forwarded to the applicant?