

Appointing Council as the Principal Certifier

<p>This form is to be used to appoint Hornsby Shire Council as the Principal Certifier (PC).</p> <p>IMPORTANT: Pursuant to Clause 19A of the Building Professionals Regulation, 2007 the parties must enter into a contract when appointing a Principal Certifier.</p>	<i>Office Use Only</i>
	Date Received: _____
	Application No.: _____
	Checked by: _____

SECTION A	Parties to the Agreement
<p>This Agreement is between Hornsby Shire Council acting as the Principal Certifier and the Client of this contract.</p>	
<p>The Principal Certifier - An officer of Hornsby Shire Council who is an accredited certifier and is authorised to carry out the certification work which is the subject of this Agreement.</p>	
<p>The Client - is the person seeking to engage the Principal Certifier to perform certification work on the terms set out in this Agreement.</p>	

SECTION B	The Client and person agreeing to appoint the PC.
<p>IMPORTANT: This application may only be made by a person who is eligible to appoint a Principal Certifier, i.e. the owner or the person having the benefit of the Development Consent – the builder may not make this application unless the builder is the owner of the land.</p>	
<p>Title: <input type="radio"/> Mr <input type="radio"/> Mrs <input type="radio"/> Ms <input type="radio"/> Miss <input type="radio"/> Other</p>	
Family Name:	Given Name:
Postal Address: Unit/Street No.	Street Name:
Suburb:	Postcode:
Email Address:	Home Phone:
Mobile:	Business Phone:

SECTION C	Title details of the land where the building or subdivision work is to be carried out	
Lot No.	DP No.	Unit/Shop/Street No.
Street Name:	Suburb:	

SECTION D	Application Details
<input type="checkbox"/> Development Application No.	
<input type="checkbox"/> Construction Certificate or Complying Development Certificate No.	

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SECTION E	The Agreement - The PC
<p>The PC will:</p> <ol style="list-style-type: none"> 1. General <ol style="list-style-type: none"> 1.1 Perform the services to the standard of skill, care and diligence as is reasonable expected of a consultant performing the same or similar services 1.2 Ensure the Certifier or Certifiers is/are authorised to carry out the certification works which are the subject of this Agreement. 1.3 Act in good faith, in accordance with the EP&A Act and in a cooperative fashion. 1.4 Council agrees to provide the name and contact details of its insurer upon request. 2. Certification work to be performed <ol style="list-style-type: none"> 2.1 An accredited certifier or certifiers shall undertake the functions on behalf of the PC as listed in Section A. 3. Inspections <ol style="list-style-type: none"> 3.1 All inspections of the development site or the development required under the EP&A Act or the EP&A Regulation will be carried out by an accredited Certifier employed or contracted to Hornsby Shire Council. 3.2 Endeavour to undertake critical stage inspections in a timely manner when requested by the applicant/owner (weather permitting). 	

SECTION F	Conditions of Engagement - The Client
<p>The Client agrees:</p> <ol style="list-style-type: none"> 1. General <ol style="list-style-type: none"> 1.1 To provide the PC all relevant, up-to-date and accurate information and documents relevant to the Services at the commencement, and during the term of, this contract. The PC may rely on information and documents provided by the Client, but are under no duty to verify their accuracy or completeness; 1.2 that PC does not accept any liability, whether directly or indirectly, for any liability or loss suffered or incurred by any person or third party placing any reliance on the performance of the Services or any documents, materials or advice arising from or in connection with the Services. 1.3 that the PC not accept any liability, whether directly or indirectly, for any damages or costs associated with the inability to issue an Occupation Certificate due to, but not limited to unapproved/illegal building works, non-compliance with development consent conditions, unsatisfactory final inspection, missed critical stage inspections, non-compliance with approved building plans or failure to pay the required fees. 1.4 to attend any meetings if required by the PC to do so. 1.5 to comply with any Notices issued by the Consent Authority or PC. 1.6 to provide all information that the client reasonably can obtain to enable the PC to fulfil its obligations under the Environmental Planning and Assessment Act. 1.7 to act in good faith, in accordance with the Act and in a cooperative fashion. 1.8 to ensure that the site is available for the PC to carry out its obligations under the Environmental Planning and Assessment Act; 1.9 to ensure that the site is available for the PC to carry out its obligations under the Environmental Planning and Assessment Act; 	

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- 1.10 provide all relevant drawings, plans, statutory plans and documentation associated with but not limited to the Development Consent, the Construction Certificate or Complying Development Certificate and any Occupation Certificate at the request of the PC;
- 1.11 to obtain a certificate under Section 10.7 Zoning Certificate (formerly Section 149 Certificate) of the EP&A Act, if necessary.
- 1.12 to keep the PC informed of any changes to the details of Principal Contractor (Builder) and any relevant insurances required by the builder.
- 1.13 that any dispute between the Client and the PC may be notified in writing by a party to the other party. If a dispute is to be notified, it must be delivered by hand or registered post, and adequately detail the dispute. Within seven days of service of a notice, senior representatives from each party with authority to settle the dispute must meet and use best endeavours to resolve the dispute. If the dispute is not resolved within seven days (or other period as agreed between the parties), either party may by written notice refer the dispute to a mediator appointed by both parties, or failing such agreement, appointed by the President of the Institute of Arbitrators and Mediators Australia. If the dispute is not resolved by mediation, either party may commence legal proceedings or such alternative dispute resolution proceedings as agreed in writing by the parties. A party cannot comment legal proceedings unless it has issued a notice under this clause and the requirements of this clause have been complied with;
- 1.14 to pay all contributions to Council where indicated on the Development Consent or in Council's Section 7.11/7.12 Development Contributions Plan (formerly Section 94/94A).
- 1.15 that twelve months from the date of a final inspection being undertaken or where a final inspection has not been requested by the Client, the last inspection undertaken by the PC, that each party releases the other from all current and future liability, save for any claim or dispute that has been notified in writing before that date.
- 1.16 that twelve months from the date of the PC's final inspection or where a final inspection has not been requested by the Client, the last inspection undertaken by the PC, this contract shall expire and have no binding effect on the PC to provide any further service and in particular to accept an application for an occupation certificate.
- 1.17 The PC does not accept any liability, whether directly or indirectly, for any liability or loss suffered or incurred by any person or third party placing any reliance on the performance of the Services or any documents, materials or advice arising from or in connection with the Services.

2. Before works commence

- 2.1 to provide Hornsby Council with evidence of Home Building Compensation Cover (previously known as Home Warranty Insurance) or Owner Builder Permit (if applicable) not less than 48 hours prior to the commencement of the works identified in the Development Consent or Complying Development Certificate.
- 2.2 to ensure all conditions of Development Consent or Complying Development Certificate have been satisfied with respect to environmental protection devices, including, but not limited to: sediment and erosion controls and tree protection measures, where applicable.
- 2.3 to lodge with the PC a Notice of Commencement of Works Notification.

3. Inspections

- 3.1 to give the PC a minimum of 24 hours notice (excluding weekends and public holidays) to enable the critical stages of construction to be inspected. Urgent inspections may be possible by arrangement.
 - 3.1.1 Inspections must be booked in by contacting Council's Administration Support Officer on 9847 6787 or hornsbycertifiers@hornsby.nsw.gov.au, Monday to Friday prior to 3.00pm for next day inspection.
- 3.2 to contact the PC for all mandatory critical stage inspections, as stated on the approved Construction Certificate or Complying Development Certificate.

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- 3.3 not proceed to the subsequent stages of construction prior to obtaining approval from the PC for each stage of construction specified in the approved Construction Certificate or Complying Development Certificate.
- 3.4 that where the development is subject to an alternative solution relating to fire safety requirements, obtain a compliance certificate or written report from a fire safety engineer or another accredited certifier that satisfies the requirements of EP&A Regulation.
- 3.5 to forward copies of documents prepared to statutory authorities, including the NSW Rural Fire Service, as required by the EP&A Regulation.

4. Third Party Certification of Works

- 4.1 to provide appropriate certification (at the relevant stage of construction), verifying that specialist matters have been carried out in accordance with the relevant requirements of the Building Code of Australia (BCA) and Australian Standards by an appropriately qualified person; for example:-

Termite control	Waterproofing of wet areas	Mechanical Ventilation
Glazing certificate	Structural Engineers certificate	Sound transmission
Plumbing certificate	Fire resisting construction	Survey reports
Basix certificate	Smoke alarms and electrical certificate	Any matters required by the PC
Truss details	Essential & Critical Fire Safety Measures	

5. Occupation Certificates

- 5.1 to obtain an Occupation Certificate prior to the occupation of the development being the subject of the Development Consent or Complying Development Certificate.
- 5.2 to obtain Occupation Certificate within 12 months of the interim occupation certificate being issued.

6. Fees and charges

- 6.1 pay all fees and charges as set out in Council's adopted Fees and Charges and all Statutory fees and charges.
- 6.2 in the case of fees and charges that may be payable for work arising from unforeseen contingencies, the basis on which those fees and charges are to be calculated are set out in Council's adopted Fees and Charges schedule as an hourly rate. In respect of any unforeseen contingency work provided for under this Agreement, the Certifier is to send an invoice to the Client within 21 days after the completion of any such work.

SECTION G	Signature of applicant	
Name	Signature	Date
In signing this application I declare that I am aware of and acknowledge the terms of this agreement		

Privacy	Information contained within this document, including personal information, may be made publicly available,
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Notification	including on Council's website, in accordance with relevant legislation.
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