

SECTION 2: PCA SERVICE AGREEMENT

Engagement

The engagement or the appointment of the PCA will not commence until the proposed PCA has accepted and notified their acceptance of the appointment to the **Owner or Authorised Representative** and the Local Council.

The proposed PCA or Fitzgerald Building Certifiers will not accept any responsibility for any damages, losses or delays suffered by the Applicant as a result of omissions or errors contained within this form or failure of the Applicant to comply with all items contained in this form.

Scope

The scope of works covered under this appointment is restricted to those building works as described in the "Details of Development" within Section 1 of the form.

Terms and Conditions

1. All information provided by the Applicant on this form will be taken to be accurate and correct. The PCA does not accept any responsibility for any intentional or unintentional error or omission made by the Applicant on this form.
2. Where building works have commenced prior to the acceptance of appointment of PCA without the knowledge of the intended PCA the appointment shall be invalid and acceptance of the appointment will be withdrawn.
3. The Applicant is obliged to keep the PCA informed of any changes to the details of Principal Contractor (Builder) and any relevant insurances required by the builder. Failure to meet this obligation will result in the Applicant indemnifying the PCA against any losses or suffering as a result of non compliance with the legislative requirements.
4. The Applicant is responsible for ensuring that a copy of Home Warranty Insurance or Owner Builder Permit is submitted to the PCA prior to the commencement of building works. The acceptance of the appointment will not occur until this requirement has been met.
5. It is the responsibility of the Applicant to ensure that critical stage inspections are booked in with our office, or make arrangements for your builder to do this on your behalf no later than 3pm on the prior business day via fax, post or email.
6. The PCA will not accept responsibility for any damages or costs associated for the inability to issue an Occupation Certificate due to, but not limited to, the following:- non-compliance with a development consent condition, unsatisfactory final inspection, non compliance with BASIX commitments, missed critical stage inspections, non compliance with approved building plans or failure to pay the required inspection or Occupation Certificate fees.

Fees

Failure to pay the prescribed fee will generally result in a refusal to accept the appointment of PCA. Should an appointment be accepted and payment not honoured, the Applicant will be ultimately liable for unpaid fees, regardless of whether the fee was paid directly to a third party, and any associated debt recovery costs plus interest incurred from the time of the appointment.

It is noted that the PCA and/or Fitzgerald Building Certifiers may suspend its services provided to the appointer or the builder, where fees have not been paid, within the provisions of the Building and Construction Industry Security of Payment Act 1999.

SECTION 3: DECLARATION BY APPLICANT/S

I/We the aforementioned persons as described as the Applicant in Section 1 hereby declared the following that:

- 1.** I/We "have the benefit of the Development Consent or Complying Development Certificate" within the meaning and under EP&A Act 1979 for the proposed works as indicated on this form.
- 2.** I/We, to the best of my/our knowledge, have completed all details in Section 1 in a correct and accurate manner and hereby indemnify the appointed PCA and Fitzgerald Building Certifiers against any damage, losses or suffering as a result of incorrect information provided under that section.
- 3.** I/We hereby consent to the Builder as shown within Section 1 of this form to apply and obtain on my/our behalf a Construction Certificate, Complying Development Certificate, Occupation Certificate/s or any other "Part 4A Certificate" within the meaning of the EP&A Act 1979.
- 4.** I/We have read, understood and hereby accept the terms and conditions outlined within the PCA Service Agreement on this form.
- 5.** I/We understand that the Appointment of the PCA is not taken to be have been accepted until a copy of the acceptance has been signed by the proposed PCA and released to the Applicant and Council, effective from the date of the acceptance.
- 6.** I/We understand that the Commencement of Building Work cannot be any earlier than 2 business days after the appointment of PCA has been accepted and therefore declare that no building works will commence until after such date.
- 7.** I/We authorise the right of entry for any certifying authority arranged by Fitzgerald Builders Certifiers to carry out inspection required by the PCA under this agreement.
- 8.** I/We authorise the transfer of PCA to another employee of Fitzgerald Building Certifiers if the original PCA ceases employment with Fitzgerald Building Certifiers for any reason or becomes unable to fulfill their duties as the PCA at no cost to Fitzgerald Building Certifiers.
- 9.** I/We understand the appointment of PCA will not be accepted by Fitzgerald Building Certifiers until documentation of required insurances or owner builder permit is submitted to Fitzgerald Building Certifiers, in accordance with the Home Building Act 1998.
- 10.** I/We understand that it is my/our responsibility to ensure that sufficient notice is given to Fitzgerald Building Certifiers, in writing, to carry out critical stage inspections or make arrangements with your builder to carry out this function on your behalf as a condition of your Building Contract.
- 11.** I/We declare that I/we will notify the PCA at the earliest possible instance of any changes of the appointment of the builder and ensure any mandatory insurances required by the incoming builder in accordance with Home Building Act 1989 are in place.

SECTION 4: OWNERS DECLARATION / SIGNATURES

OWNERS DECLARATION

I, the aforementioned person or authorised representative of a legal entity as described as the Applicant In Section 1 of the Application Form hereby declare the following:

1. I, to the best of my knowledge, have completed all details in the Application Form in a correct and accurate manner and hereby indemnify Fitzgerald Building Certifiers against any damages, losses or suffering as a result of incorrect information provided under that section.
2. I have obtained consent from the owner/s of the property as indicated in Section 1 of this form to apply and obtain a Construction or Complying Development Certificate. Such written consent will be provided with this application.
3. I have read, understood and hereby accept the terms and conditions outlined in Section 2 of this form.
4. I understand that the Application for a/the Construction or Complying Development Certificate is not complete until all required documentation has been received by Fitzgerald Building Certifiers.
5. I understand that the Application for and acquisition of a/the Construction or Complying Development Certificate does not authorise Commencement of Building Work.

As owners of the above mentioned property we consent to this application.

As owners of the above mentioned property I/we wish to appoint Paul Fitzgerald as PCA

Owner 1:

Signature: _____ **Date:** _____

Name: _____

Owner 2:

Signature: _____ **Date:** _____

Name : _____

Owner 3:

Signature: _____ **Date** _____

Name: _____