



Berrigan Shire Council

# **Principal Certifying Authority**

## **CONDITIONS OF AGREEMENT**

30 August 04

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## DEFINITIONS

**The Act** means the Environmental Planning & Assessment Act 1979 (NSW). All amendments and references to the Act also mean amendments and references to the Regulations.

**BCA** means the Building Code of Australia 2004 including all applicable amendments.

**Building** means that which is the subject of the Building Works.

**Building contract** means the contract to construct the Building Works that the client enters into with the builder.

**Building Works** means the building works for which a Construction Certificate is issued.

**Certifying Authority** means a Certifying Authority within the meaning of the Act.

**Client** means the owner or the owner's agent.

**Competent people** means people authorised to carry out any work associated with Building Works under the Act and includes contractors.

**Complying Development Certificate** means a Complying Development Certificate within the meaning of the Act.

**Construction Certificate** means a Construction Certificate within the meaning of the Act.

**Critical Stage Inspections** are the occasions on which building work must be inspected as prescribed and set out in the Regulations.

**Deemed to Satisfy Provision** has the same meaning as the same term in the Building Code of Australia 1996.

**Development Consent** means a Development Consent within the meaning of the Act.

**Fire Safety Certificate** means a Fire Safety Certificate within the meaning of the Act.

**Notice** includes any notice issued under the Act or this agreement and in respect of notices in this agreement must be made by pre-paid ordinary mail, facsimile transmission or notice by hand delivery.

**Occupation Certificate** means an Occupation Certificate within the meaning of the Act.

**Order** means an Order within the meaning of the Act.

**Practicable completion** means the date the builder has completed the Building Works in accordance with the Building Contract.

**Principal Certifying Authority (PCA)** is a building practitioner as defined under the Environmental Planning & Assessment Act 1979 (NSW) and includes Berrigan Shire Council.

**Regulations** means the Environmental Planning & Assessment Regulation 2000 (NSW) and all applicable amendments.

## **OBLIGATIONS OF BERRIGAN SHIRE COUNCIL**

### **1. Issuing of Construction Certificates**

Berrigan Shire Council shall issue a Construction Certificate:-

once the design and construction of the building complies with the Development Consent and the Regulations; and-

the designs comply with the BCA.

### **2. Inspections**

Berrigan Shire Council shall carry out as many critical stage inspections as are prescribed in the Regulations or are considered necessary in addition to those nominated in the attached ***Schedule of Special Conditions***.

Berrigan Shire Council shall issue Compliance Certificates for each critical stage inspection found to be satisfactory.

### **3. Issuing Of Occupation Certificate**

Berrigan Shire Council shall issue an Occupation Certificate for the building works when it is satisfied that:-

Conditions of a development consent have been complied with or a Complying Development Certificate is in force for the building works; and  
the building works are suitable for occupation or use in accordance with their classification under the BCA; and  
a fire safety certificate has been issued (if relevant) and  
the building does not pose any threat to the health or safety of the occupants in the case of an Interim Occupation Certificate.

## **OBLIGATIONS OF THE CLIENT**

### **1. The client shall:-**

ensure that the site is available for Berrigan Shire Council Staff to carry out its contractual obligations;  
and

use competent people for all aspects of the building works; and  
attend any meetings if required by Berrigan Shire Council Staff.; and  
comply with any Notices or Orders that Berrigan Shire Council issues; and  
arrange for provision of additional Compliance Certificates as requested by Berrigan Shire Council;

and

provide all information that the client reasonably can obtain to enable Berrigan Shire Council to fulfil its obligations; and

act in good faith, in accordance with the Act and Regulations and in co-operative fashion; and  
comply with all terms and conditions in the attached schedule of special conditions; and  
comply with all conditions and inspection requirements of the local Water Supply Authority.

## **AGREEMENT VARIATIONS**

1. If:-

any part of the building works are redesigned by the client;  
more Construction Certificates and/or Compliance Certificates are required to be issued;  
an amendment to the Act, the BCA or any other law requires any aspect of the building works or the Berrigan Shire Council work to be varied;  
the Berrigan Shire Council is required to undertake more inspections than those listed in the attached Schedule;  
the client does anything that causes a delay to the building works or does anything that delays the ability of the Berrigan Shire Council to carry out its obligations under this contract,  
any Notice or Order is issued by the PCA; then:  
Berrigan Shire Council may charge additional fees in accordance with its Management Plan.  
Notice of such additional fees may be made by way of notice to the client in writing stating the reason/s for the increase and the amount of the increase.

## **TERMINATION**

1. unless the client disputes the Notice of Termination, the client must pay all termination money to the PCA within 14 days of receiving a Notice of Termination.
2. If the PCA terminates the contract, the PCA is entitled to carry out a final inspection at the clients expense, prior to termination.