



PCA FORM

NOTICE OF INTENTION TO COMMENCE BUILDING WORK NOTICE OF INTENTION TO APPOINT PRINCIPAL CERTIFYING AUTHORITY (PCA)

CHECKLIST

- Complete all fields in the “PARTICULARS” section – we cannot accept incomplete forms and they will be sent back to you for your completion.
- Provide evidence (via Building Contract or Tender) to substantiate “Estimated value of building works” declared on this form.
- The Appointor/s to initial bottom right of all 5 pages.
- Residential Building Work only: arrange for a copy of Home Warranty Insurance or Owner Builder Permit to be submitted to our office **prior to commencing any building work.**

SECTION 1 : PARTICULARS OF THE APPOINTOR/S

Appointor Name (Cannot be the Building Contractor unless they also own the property)	APPOINTOR NO. 1 	APPOINTOR NO. 2
Appointor Address (nominate 1 address)		
Appointor Contact Details (nominate 1 contact)	Tel/Fax/Email: 	
Site Address of the Proposed Building Works		
Description of the Proposed Building Works		
Estimated Value of Building Works	\$	
Proposed Date to Commence Building Work	If left blank the presumption will be 2 days after PCA appointment date. 	
Development Consent or CDC Date		
Development Consent or CDC Registration Number		
Builder/Principal Contractor		
License/Permit Number		

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 Appointor and the Consent Authority (usually Council). The proposed PCA or Greenfield Certifiers Pty Ltd will not accept any responsibility for any damages, losses or delays suffered by the Appointor/s or any other party as a result of omissions or errors contained within this form or failure of the Appointor/s to comply with all items contained in the Checklist on this form.

Scope

The scope of works covered under this appointment is restricted to those building works as described in the "PARTICULARS" section of the form.

Terms and Conditions

1. All information provided by the Appointor/s on this form shall be taken to be accurate and correct. The PCA shall not accept any responsibility for any intentional or unintentional error or omission made by the Appointor/s 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without the knowledge of the intended PCA the appointment shall be invalid and acceptance of the appointment will be withdrawn.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 Appointor/s shall be 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 shall result in the Appointor/s to indemnify the PCA against any losses or suffering as a result of non compliance with any legislative requirements.
4. The Appointor/s are 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, where required by Home Building Act 1989. The acceptance of the appointment will not occur until this requirement has been met.
5. It is recommended the Appointor/s ensure that the principal contractor (builder) shall make arrangements to book in critical stage inspections with our office via fax, post or email as required by giving prior day notice (before 3.00pm).
6. The PCA shall not accept responsibility for any damages or costs associated for the inability to issue and 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 Appointment of PCA fee may result in the refusal to accept the appointment of PCA. Should an appointment be accepted and payment not honoured, the Appointor will be ultimately liable for unpaid fees, regardless of whether the fee was paid directly to the Builder, and any associated debt recovery costs plus interest incurred from the time of the appointment.

It is noted that the PCA and/or Greenfield may suspend its services provided to the appointor/s 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 : DECLARATIONS BY THE APPOINTOR/S

I/We the aforementioned persons as described as the Appointor/s in the PARTICULARS section hereby declare the following that:

- I/We “have the benefit of the Development Consent or Complying Development Certificate” within the meaning under EP&A Act 1979 for the proposed works as indicated on this form.
- I/We, to the best of my/our knowledge, have completed all details in the PARTICULARS section in a true and accurate manner and hereby indemnify the appointed PCA and Greenfield against any damages, losses or suffering as a result of incorrect information provided under that section.
- I/We have read, understood and hereby accept the terms and conditions outlined within the PCA Service Agreement on this form.
- 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 Appointor/s and the Consent Authority, effective from the date of the acceptance.
- 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 shall commence until after such date.
- I/We authorise the right of entry for any certifying authority arranged by Greenfield Certifiers Pty Ltd to carry out inspections required by the PCA under this agreement.
- I/We authorise the transfer of PCA to another employee of Greenfield if the original PCA ceases employment with Greenfield Certifiers Pty Ltd for any reason or becomes unable to fulfil their duties as the PCA or ceases to become an Accredited Certifier at no cost to Greenfield Certifiers Pty Ltd. I/We accept costs associated with the transfer of the PCA, for any reason whatsoever.
- I/We understand the appointment of PCA shall not be accepted until documentation of required insurances or owner builder permit is submitted to Greenfield, in accordance with the Home Building Act 1989.
- I/We declare that I/we shall notify the PCA, at the earliest possible instance, of any changes to the appointment of the builder and ensure any mandatory insurances required by the incoming builder in accordance with the Home Building Act 1989 are in place.

APPOINTOR SIGNATURES

Signature of Appointor 1	X
Full Name of Appointor 1	
Dated	

Signature of Appointor 2	X
Full Name of Appointor 2	
Dated	

SECTION 4 : PCA ACCEPTANCE (office use only)

PCA Selection:

Select	Name of PCA	Accreditation Number
<input type="checkbox"/>	George Watts	BPB0434

PCA office details:

Email	enquiry@greenfieldcertifiers.com.au
Address	PO Box 6160, Baulkham Hills BC NSW 2153
Phone	1300 663 215
Fax	02 9836 3000
Accreditation Body	Building Professionals Board 10 Valentine St, Parramatta NSW 2150

PCA STATEMENT

I, the person selected above, hereby accept the appointment of Principal Certifying Authority (PCA) within the Terms and Conditions as indicated in "Section 2 : PCA Service Agreement" effective no earlier than the "Acceptance Date" shown below.

I, the appointed Principal Certifying Authority, am of the opinion that all conditions of the consent that are required to be satisfied prior to the work commencing have been satisfied.

PCA SIGNATURE

Signature of PCA	X
Appointment Acceptance Date	

SECTION 5 : NOTICE OF CRITICAL STAGE INSPECTIONS (to be completed by the PCA only based on BCA Building Class)

- Pre Certification
- Footings
- Piers
- Slab/s
- Stormwater
- Frame
- Wet Areas
- Completion

- Other _____
- Other _____
- Other _____

APPENDIX 1 : INFORMATION FOR THE APPOINTOR

The following information is a guide only and is aimed at clarifying the role of the PCA and the requirements under the Legislation surrounding the appointment of a PCA.

1. Only the “person having benefit of a development consent involving building work” can appoint the PCA. This is generally the Land Owner. The Builder is prohibited from appointing the PCA unless the builder is also the owner of the land.
2. A PCA must be appointed, accepted and notified to Council no later than 2 days prior to the commencement of building works. Failure to do so may jeopardise the legitimacy of the building certification.
3. An Occupation Certificate can only be issued by the appointed PCA.
4. Information about Home Warranty Insurance and Building Licensing requirements are available on the Dept of Fair Trading website below.
<http://www.dft.nsw.gov.au/building.html>
5. All “critical stage inspections” as notified in this document are required to be carried out to enable the issue of an Occupation Certificate.
6. The appointment of PCA shall not be effective until the Appointor/s and Consent Authority has received the Acceptance of the Appointment of PCA by our office.
7. Greenfield recommends that the appointor/s should review the Development Consent conditions and ascertain whether the Building Contract covers all additional requirements under the development consent. It is common that some Council conditions are not covered under the Building Contract and may be the responsibility of the owner/s to fulfill such conditions prior to obtaining an Occupation Certificate. We recommend you familiarise yourself with such post-contract requirements and responsibilities.
8. Please note that additional inspection fees and charges may apply for additional inspections outside works covered under your Building Contract and for additional Occupation Certificates issued directly to the appointer. Refer to Appendix 2 for additional fees and charges.

APPENDIX 2 : ADDITIONAL FEES AND CHARGES

The following fees and charges may be payable by the Appointor/s where the PCA is requested or required to carry out additional work, inspections or Occupation Certificates to be issued directly to the appointor as a result of owner/s having to comply with Council Development Consent conditions AFTER the Building Contract has been fulfilled. For example: driveways, landscaping, privacy screening, air conditioning and landings are often items which are not covered under the Building Contract but may be required in order to obtain a Final Occupation Certificate. The following rates are indicative only and rates can be increased at any time without notice.

Item	Ex GST	GST	Total
Additional Inspections after building contract has been fulfilled (per inspection)	\$180.00	\$18.00	\$198.00
Additional Occupation Certificate + lodgment	\$240.00	\$24.00	\$264.00
Archive retrieval fee (applies where additional work is requested more than 12 months after final inspection or last activity or issue of an Occupation Certificate)	\$300.00	\$30.00	\$300.00

Note: The PCA shall be entitled to suspend his/her services under the Building and Construction Industry Security of Payment Act 1999 where payment of fees is not received.