



PO BOX 325 Panania NSW 2213 / ABN: 20 600 625 321

P: 02 9771 4395 | M: 0419 827 568 | E: info@directbuildingapprovals.com.au | W: www.directbuildingapprovals.com.au

## Service Agreement

### PCA Obligations:

The PCA agrees to carry out mandatory critical stage inspections during the course of construction of the proposed building work (where applicable as follows):

- at the commencement of the proposed building work; and
- after excavation for, and prior to the placement of, any footings; and
- prior to pouring any in-situ reinforced concrete building element; and
- prior to covering of the framework for any floor, wall, roof or other building element; and
- prior to covering of waterproofing in any wet areas; and
- prior to covering any stormwater drainage connections; and
- after the proposed building work has been completed and prior to any occupation certificate being issued in relation to the building; and
- any other inspections as the PCA considers necessary in addition to those nominated which may be required from time to time to enable the issuing of the final Occupation Certificate.

The owner and the principal contractor (where different from the owner) acknowledge that the PCA or another certifying authority (with the approval of the PCA) must inspect the mandatory critical stage inspections listed above. The PCA must carry out the final mandatory critical inspection.

The PCA shall issue the final Occupation Certificate for the proposed building work when the PCA is satisfied that: - all preconditions for the issue of the final Occupation Certificate that are specified in the Development Consent or Complying Development Certificate have been met; and the building works for which the Construction Certificate has been issued are suitable for occupation or use in accordance with their classification under the Building Code of Australia 1996 (as amended); and a final fire safety certificate has been issued (if required).

The PCA shall issue an Interim Occupation Certificate for the proposed development when the PCA is satisfied that: any preconditions to the issue of an Occupation Certificate as specified in the Development Consent or Complying Development Certificate have been met; and that the building works for which the Construction Certificate has been issued are suitable for occupation or use in accordance with their classification under the Building Code of Australia 1996 (as amended); and the building does not constitute a hazard to the health or safety of the occupants of the building.

### **Principal Contractor/Owner Builder Obligations:**

Before the commencement of any residential building work the principal contractor/owner builder must provide the PCA with Home Warranty Insurance or an Owner Builder Permit pursuant to the Home Building Act 1989;

The principal contractor/owner builder must notify the PCA of a date and time for the carrying out of each mandatory critical stage inspection and shall pay the PCA the scheduled fees;

The principal contractor/owner builder must rectify any defects identified by the PCA during the course of each mandatory critical stage inspection to the satisfaction of the PCA before the principal contractor/owner builder carries out any further building work or at such other time as may be agreed to by the PCA;

The principal contractor/owner builder must not allow any occupation of the building to be permitted without first obtaining an Occupation Certificate (either Interim or Final) from the PCA;

The principal contractor/owner builder must ensure that a Construction Certificate or Complying Development Certificate has been issued prior to the commencement of any works;

The principal contractor/owner builder must engage competent tradesman to carry out all aspects of the building works not directly carried out by the principal contractor/owner builder;  
the principal contractor/owner builder must provide all relevant drawings, plans, statutory plans and documentation associated with but not limited to the Development Consent, the Construction Certificate and any Occupation Certificate at the request of the PCA;

The principal contractor/owner builder must attend any meetings if required by the PCA to do so;

The principal contractor/owner builder must comply with any notices or orders that the PCA issues;

The principal contractor/owner builder must provide compliance certificates as requested by the PCA;

The principal contractor/owner builder must provide all information that the principal contractor/owner builder can reasonably obtain to enable the PCA to fulfill its obligations under this Agreement.

### **Owner Obligations:**

The owner must ensure that the subject property is available for the PCA to carry out the PCA's obligations under this Agreement;

The owner must not occupy the building until an Occupation Certificate (either interim or final) has been issued by the PCA;

The owner agrees that in the event of an Interim Occupation Certificate being issued by the PCA and there being outstanding work that is required to be completed or a condition of Development Consent that needs to be satisfied, the owner agrees to complete any outstanding work or satisfy and condition of the Development Consent within three (3) months from the date of the Interim Occupation Certificate or such other time as may be agreed between the owner and the PCA;

The owner agrees to pay any charges for further inspections that are required to be carried out to enable the issue of the final Occupation Certificate.

**Termination of this Agreement:**

This Agreement may be terminated if any of the following occurs:

Building works are commenced without the issue of a Construction Certificate or Complying Development Certificate;

The owner or principal contractor fails to provide Home Warranty Insurance or Owner Builder Permit pursuant to the Home Building Act 1998 if the building work is residential building work;  
if the PCA terminates this Agreement then the principal contractor and owner must pay any money owing to the PCA for work done and costs incurred by the PCA up to and including the date of termination of this Agreement.

**Replacing the PCA:**

The appointed PCA can only be changed or replaced by another PCA with the approval of the Director General of the Department of Infrastructure, Planning & Natural Resources.

**Governing Law:**

The parties agree that this Agreement is governed by the laws of New South Wales and in particular the Environmental Planning and Assessment Act 1979 and its Regulations.

In the Event that Direct Building Approvals ceases to operate / and or the accredited building certifier loses accreditation, a provision will be made for the return of fees based on PCA services that remain outstanding.

1. Executed by \_\_\_\_\_ as PCA  
(print name)

\_\_\_\_\_  
(signature)

2. Executed by \_\_\_\_\_ as Owner  
(print name)

\_\_\_\_\_  
(signature)

3. Executed by \_\_\_\_\_ as Principal Contractor  
(print name)

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(signature)