

Swimming Pool Compliance Certificate Application

PROPERTY, APPLICANT AND OWNER DETAILS

1. SUBJECT LAND

Lot: DP/SP:

Unit No: House No:

Street:

Suburb: Postcode:

2. APPLICANT DETAILS

Mr Mrs Miss Ms Dr Other: _____

Surname:
or company name

Given Name:
or company contact person

Contact No:

Email:

Street No. & Name:

Suburb: Postcode:

3. OWNER(S) AUTHORISATION

I give permission to Council's Officer to enter the property for the purpose of inspection of the swimming pool and consent to the Council officer taking photographs of the pool area.

Signature required by ALL registered property owner/s OR authorised Managing Agent.

Name or Company Name	Signature
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Notes:

- a) if the local authority fails to finally determine the application within 6 weeks after it is made, then the local authority is taken, for the purposes of any appeal proceedings, to have refused the application, and;
- b) if the local authority refuses the application for a certificate of compliance, or is taken to have refused the application, the owner of the premises on which the relevant swimming pool is situated is entitled to appeal to the Land and Environment Court against the local authority's refusal.

NSW SWIMMING POOL REGISTRATION

Your pool must be registered with the NSW Swimming Pool Register prior to lodging this application. To register your pool or to check if your is registered please visit www.swimmingpoolregister.nsw.gov.au

NSW Swimming Pool Register Pool Registration number:

DECIPTION OF THE DEVELOPMENT

(please tick appropriate box)

Type of Property

Waterfront Area less than 230sqm

Other

Type of Pool

Above Ground Inground

Semi Inground Indoor

Above Ground/ Inflatable Spa / Hot Tub

Year of Pool Construction/ Alteration

Pre 1 Aug 1990 1 Aug 1990 – 31 Aug 2008

1 Sep 2008 – 31 March 2013 After 31 March 2013

OFFICE USE ONLY

Paid by CHEQUE <input type="checkbox"/>		EFT <input type="checkbox"/>		CASH <input type="checkbox"/>	
Amount \$		Rec. No.			
DATE		Mail <input type="checkbox"/>	Counter <input type="checkbox"/>		

<p><u>Inspection Details</u></p> <p>*Book in with applicant upon lodgment with Council.</p> <p>Date / Time: _____</p> <p><input type="checkbox"/> Inspection Form Completed</p> <p><input type="checkbox"/> Added to Inspection Calander</p>
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SERVICE AGREEMENT- PERFORMANCE OF CERTIFICATION WORK

Description of Proposed Building Work

Type of Work: _____

Building Classification: _____

Subject Property

Lot: _____

Deposited Plan: _____

Address: _____

Development Consent No: _____

Construction Certificate No: _____

Complying Development No: _____

OWNERS CONSENT

I/we the owners of the subject property hereby give consent for the lodgement of all relevant applications (i.e. for Construction Certificate/s, Complying Development Certificate/s, Occupation Certificate/s, Compliance Certificate/s) and associated documentation to Shellharbour City Council for consideration.

I/we also declare that all documentation presented as part of an application for a Construction Certificate has remained unaltered from that issued with any Development Consent or that any changes have been documented and Shellharbour City Council have been advised accordingly.

PRINCIPAL CERTIFYING AUTHORITY

With reference to this proposed development I/we the owners of the subject property hereby advise of our decision to appoint Shellharbour City Council and its associated staff (as contained in the Building Professionals Board register located at http://search.bpb.nsw.gov.au/bpb/BPB_search.jsp) to fulfil the role of Principal Certifying Authority (PCA) as outlined in the Environmental Planning and Assessment Act, 1979 (as amended).

I/we understand that this engagement shall be subject to the Terms and Conditions outlined on the following page of this application and the associated Schedule and I/we further understand that they will carry out all mandatory inspections required by the Act during the course of construction along with any others they deem to be necessary as referred to in the abovementioned Agreement.

I/we also advise that I/we are aware of the conditions attached to any Development Consent (i.e. Local Development Consent or Complying Development Consent) and are aware of our responsibilities in relation to those conditions.

SIGNATURE (signature required by ALL registered property owner/s)

Executed by Owner 1

Signed: _____

Name: *(Please Print)* _____

Date: _____

Executed by Owner 2

Signed: _____

Name: *(Please Print)* _____

Date: _____

Office Use Only - Executed by Shellharbour City Council as the Principal Certifying Authority

Signed: _____

Name: *(Please Print)* _____

Date: _____

PCA OBLIGATIONS

- a. 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 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.
- b. The owner and principal contractor acknowledge that the PCA or another certifying authority (with the approval of the PCA) must inspect the mandatory critical stage inspections number (a) i-vi inclusive. The PCA must carry out the final mandatory critical inspection.
- c. 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 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 for 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).
- d. 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 for use in accordance with their classification under the *Building Code of Australia 1996* (as amended), and
- iii. the building does not constitute a hazard to the health or safety of the occupants of the building.

PRINCIPAL CONTRACTOR OBLIGATIONS

- a. Before the commencement of any residential building work, the principal contractor must provide the PCA with Home Owner Warranty Insurance pursuant to the *Home Building Act 1989*.

- b. The principal contractor 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 as agreed.
- c. The principal contractor 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 carries out any further building work or at such other time as may be agreed to by the PCA.
- d. The principal contractor must not allow any occupation of the building to be permitted without first obtaining an occupation certificate (either interim or final) from the PCA.
- e. The principal contractor must ensure that a construction certificate or complying development certificate has been issued prior to the commencement of any works.
- f. The principal contractor must engage competent tradesman to carry out all aspects of the building works.
- g. The principal contractors 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.
- h. The principal contractor must attend any meeting if required by the PCA to do so.
- i. The principal contractor must comply with any notices or orders that the PCA issues.
- j. The principal contractor must provide compliance certificates as requested by the PCA.
- k. The principal contractor must provide all information that the principal contractor reasonably can obtain to enable the PCA to fulfil its obligations under this Agreement.

OWNER OBLIGATIONS

- a. The owner must ensure that a construction certificate or complying development certificate has been issued prior to the commencement of any works.
- b. The owner must ensure that the subject property is available for the PCA to carry out the PCA's obligations under this Agreement.
- c. The owner must attend any meetings if required by the PCA to do so.
- d. The owner must not occupy the building until an occupation certificate (either interim or final) has been issued by the PCA.
- e. 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 by the owner or a condition of development consent that needs to be satisfied by the owner, the owner agrees to complete any outstanding work or satisfy any condition of the development consent within three months from the date of the interim occupation certificate or such other time as may be agreed between the owner and the PCA.

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
- if the owner or principal contractor fails to provide Home Warranty Insurance pursuant to the *Home Building Act 1989* 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 PCA

The appointed PCA can only be changed or replaced by another PCA with the approval of the Building Professionals Board and/or the newly appointed PCA.

GOVERNING LAW

The parties agree that the laws of New South Wales and in particular the *Environmental Planning & Assessment Act 1979* and its Regulations govern this Agreement.

DEFINITIONS

Alternative Solution has the same meaning as the term in the Building Code of Australia 1996.

BCA means the Building Code of Australia 1996 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 owner enters with the builder.

Building Works means the building works for which a Construction Certificate is to be issued in accordance with this agreement and is referred to in the "Land to be Developed" section of the Application Form relating to the subject works.

Certificates mean statutory certificates and non-statutory certificates.

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

Owner 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.

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.

Inspection Schedule means the mandatory inspections required under 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 to the Address for Notices in this agreement.

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 is a building practitioner as defined under the Environmental Planning and Assessment Act 1979 (NSW) (as amended).

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

Schedule means the Schedule in this agreement.

Scope of Works means obligations in this agreement and any other tasks set out in the Schedule.

Statutory Notices means those notices that are issued by the PCA in accordance with the Act.