



Rapid Inspect Pty Ltd

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Building Approval and Inspection Service
Accredited Certifier
Principal Certifying Authority

SERVICE CONTRACT Class 1 and 10 BUILDINGS

Description of proposed building work

Type of work:

Building Classification:

Subject Property

Lot: Deposited Plan:

Address:

Suburb:

Development consent number: Date Approved:

Council Area:

Construction certificate number: Approved: Date:

Complying development certificate number: Approved: Date:

THIS AGREEMENT is made this day of

BETWEEN

Rapid Inspect Pty Ltd of 15 Porter Circuit, MILTON NSW 2538

(Rapid Inspect), of the one part;

AND of

(Principal Contractor), of the second part;

AND of

(Owner), of the third part;

WHEREAS this Agreement sets out the obligations of each respective party in giving effect to the mandatory critical stage inspections and finalisation of the proposed building work on the subject property (**Development**).

1. APPOINTMENT OF PCA

This is an agreement between the parties wherein Rapid Inspect is engaged to provide the professional services of:

KEN SMITH BPB0789 of 15 Porter Circuit, MILTON NSW 2538

as the Principal Certifying Authority (PCA) to carry out certification work in relation to the Development.

2. TERM OF AGREEMENT

- a. This Agreement takes effect when all parties have signed the Agreement (**Commencement Date**).
- b. Unless otherwise terminated under clause 8, this Agreement will end upon the issue by the PCA of a final occupation certificate in accordance with clause 4(c) of this Agreement.

3. FEES

The Owner and/or the Principal Contractor agree to pay Rapid Inspect the amount set out in its Quotation (**Fee**) within 7 days of receiving a Tax Invoice and otherwise in accordance with the terms and conditions for payment in the Quotation.

4. PCA OBLIGATIONS

- a. The PCA shall carry out mandatory critical stage inspections during the course of construction of the proposed building work (where applicable) as follows: -
 - i. At the commencement of the proposed building work; and
 - ii. After excavation for, and prior to placement of any footings; and
 - iii. prior to pouring any in-situ reinforced concrete building element; and
 - iv. prior to covering of the framework for any floor, wall, roof or other building element; and
 - v. prior to covering of waterproofing in any wet areas; and
 - vi. prior to covering any stormwater drainage connections; and
 - vii. after the proposed building work has been completed and prior to any occupation certificate being issued in relation to the building; and
 - viii. 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 the Principal Contractor acknowledge that the PCA or another certifying authority (with the approval of the PCA) must inspect the mandatory critical stage inspections numbered (a) i-vi inclusive and the PCA must carry out the final mandatory critical inspection (a) vii.
- c. The PCA shall issue the final occupation certificate for the proposed building work when the PCA is satisfied that: -
 - i. all preconditions for the issue of the final certificate that are specified in the development consent or complying development certificate have been met; and
 - ii. 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 (as amended); and
 - iii. 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: -
 - i. any preconditions to the issue of an occupation certificate as specified in the development consent or complying development certificate have been met; and
 - ii. 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 (as amended); and
 - iii. the building does not constitute a hazard to the health or safety of the occupants of the building.
- e. PCA Obligations under the *Building Professionals Act 2005*:
 - i. Comply with the code of conduct in Schedule 4 of the accreditation Scheme
 - ii. Undertake continuing professional development each year as required by Schedule 5 of the accreditation scheme (to apply for renewal of their accreditation)
 - iii. Undertake additional training (where required by the Board)
 - iv. Record keeping
 - v. Maintain their professional indemnity insurance
 - vi. Inform the Board of change of contact details
 - vii. Avoid conflicts of interest
 - viii. Act within their accreditation and competence
 - ix. Maintain confidentiality and security of information
 - x. Certifiers also need to carry out their certification work in accordance with the requirements of the *Environmental Planning and Assessment Act 1979* and the *Environmental Planning and Assessment Regulation 2000*

5. PROFESSIONAL INDEMNITY INSURANCE

Policy Number: XL4888016 A50

Provided by: Solution Underwriting Agency Pty Ltd

Insurance Period: From 11/06/2017 To 11/06/2018

6. OWNER BUILDER OR PRINCIPAL CONTRACTOR OBLIGATIONS

- a. Before the commencement of any residential building work the Owner Builder/Principal Contractor must provide the PCA with Home Owner Warranty Insurance pursuant to the Home Building Act 1989.
- b. The Owner Builder/Principal Contractor must provide the PCA with not less than 48 hours notice of a date and time for the carrying out of each mandatory critical stage inspection in accordance with s163 of *Environmental Planning and Assessment Regulation 2000 (NSW)*.
- c. The Owner Builder/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 Owner Builder/Principal Contractor carries out any further building work or at such other time as may be agreed to by the PCA.
- d. The Owner Builder/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 Owner Builder/Principal Contractor must ensure that a construction certificate or complying development certificate has been issued and the required 2 days' notice of commencement for a Construction Certificate OR 7 days' notice of commencement for a complying development certificate has been given to Council prior to the commencement of any works.
- f. The Owner Builder/Principal Contractor must engage competent tradesman to carry out all aspects of the building works.
- g. The Owner Builder/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 Owner Builder/Principal Contractor must attend any meetings if required by the PCA to do so.
- i. The Owner Builder/Principal Contractor must comply with any notices or orders that the PCA issues.
- j. The Owner Builder/Principal Contractor must provide compliance certificates as requested by the PCA.
- k. The Owner Builder/Principal Contractor must provide all information that the Owner Builder/Principal Contractor reasonably can obtain to enable the PCA to fulfil its obligations under this Agreement.

7. OWNER OBLIGATIONS

- a. The Owner must ensure that a construction certificate or complying development certificate has been issued and the required 2 days' notice of commencement for a Construction Certificate OR 7 days' notice of commencement for a complying development certificate has been given to Council 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 (3) months from the date of the interim occupation certificate or such other time as may be agreed between the Owner and the PCA.
- f. The Owner and/or Principal Contractor agrees to pay any charges at a rate of \$165.00 per inspection for any inspections over and above 2 finals that are required to be, carried out, to enable the issue of the final occupation certificate.
- g. Note: All fees are payable on application.

8. TERMINATION OF THIS AGREEMENT

- a. This Agreement may be terminated by Rapid Inspect immediately if any of the following occurs: -
 - i. Building works are commenced without the issue of a construction certificate;
 - ii. If the Owner or Principal Contractor fails to provide Home Warranty Insurance pursuant to the *Home Building Act 1998* if the building work is residential building work; or
 - iii. in the event of non-compliance by the Owner or Principal Contractor in response to a Notice of Intent to serve an Order issued by the PCA or the Council pursuant to s109L and s121H OR an Order issued under Division 2A Orders of the *Environmental Planning and Assessment Act 1979 (NSW)* within the timeframe specified in the notice.
- b. This Agreement may otherwise be terminated by Rapid Inspect by giving the Principal Contractor and Owner not less than 21 days written notice:
 - i. At any time and for any reason; or
 - ii. If the PCA has not been requested to provide a final occupation certificate within five (5) years of the Commencement Date.

- c. If this Agreement is terminated the Principal Contractor and/or Owner must pay any money owing for work done and costs incurred by the PCA up to and including the date of termination of this Agreement.
- d. If Rapid Inspect terminates this Agreement under clause 8(b):
 - i. subject to clause 8(c) and 9(b) Rapid Inspect will refund that part of the Fee paid by the Owner and/or Principal Contractor proportionate to the work already performed by the PCA and the work which otherwise remains to be completed under this Agreement had it not been terminated;
 - ii. subject to receiving all payments due and owing to Rapid Inspect under this Agreement, the PCA will provide the Owner with a signed notice to appoint a replacement PCA in the form prescribed by the Building Professionals Board; and
 - iii. where terminated under clause 8(b)(ii), the PCA cannot be required to attend an inspection for the issuing of a final occupation certificate after the issue of the notice in that clause.

9. INDEMNITY

- a. In the event that:
 - i. a complaint by any person is made to the Building Professional Board (BPB) in relation to the Development and/or the PCA; and
 - ii. an investigation of that complaint by the BPB is commenced and results in a finding that:
 - A. the PCA is not guilty of any unsatisfactory professional conduct or professional misconduct pursuant to s31 of the *Building Professionals Act 2005* (NSW); and
 - B. the Owner or Principal Contractor has breached their respective or joint obligations under this Agreement;

the Owner and Principal Contractor agree to jointly and severally indemnify Rapid Inspect for any cost, expense, loss, damage or other liability suffered or incurred by Rapid Inspect, including but not limited to, payment of excess required by its insurers in response to the Complaint.
- b. Any amounts due and owing to Rapid Inspect under the indemnity in clause 9(a) are recoverable from the Principal Contractor and/or Owner, jointly or severally, as a debt due and recoverable by Rapid Inspect in a court of competent jurisdiction.
- c. Rapid Inspect may set-off from any or all moneys which might otherwise be refundable or payable by Rapid Inspect to the Principal Contractor and/or Owner under this Agreement any or all monies due and owing under the indemnity in clause 9(a).

10. REPLACING PCA and/or ASSIGNMENT

- a. Subject to clause 10(b), the appointed PCA can only be changed or replaced by another PCA with the approval of all parties and the Building Professionals Board.
- b. Rapid Inspect may assign its rights and obligations under this Agreement by notice in writing to the parties, which assignment is to have effect on and from the date of notice.
- c. Where an assignment under clause 10(b) results in the need for the appointment of an alternative PCA, Rapid Inspect will provide the Owner with a signed notice to appoint a replacement PCA in the form prescribed by the Building Professionals Board; and
- d. If any assignment under clause 10(b) occurs:
 - i. any such assignment will not prejudice the rights of one party against the other in respect of acts or omissions occurring prior to the date of assignment; and
 - ii. Rapid Inspect and the PCA will be released from any obligations under this Agreement arising from acts or omissions occurring after the date of assignment.

11. GOVERNING LAW

The parties agree that the laws of New South Wales and in particular the *Environmental Planning and Assessment Act 1979* and its Regulations govern this Agreement. - signed by the accredited certifier to the effect that he, she or it consents to being appointed as principal certifying authority

The written contract requirements do not apply to certification work that has commenced or is under contract before 1 March 2013.

Signed by Rapid Inspect Pty Ltd pursuant to s127(1) of the Corporations Act (Cth):

Ken Smith
Sole Director/Secretary

Signature of Principal Contractor: X.....

Signature of ALL Owners: X.....
X.....

ACCEPTANCE OF APPOINTMENT AS PCA:

Signature of KEN SMITH as PCA BPB0789: X.....

Attachments: Plans Basix Specifications Conditions Bushfire Report