



# Appointment of Council as Principal Certifier and Contract for Certification Work

Section 31 of Building and Development Certifiers Act 2018 and  
Section 6.6 of the Environmental Planning and Assessment Act 1979

116 Adelaide Street  
Raymond Terrace NSW 2324

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Raymond Terrace NSW 2324

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DX 21406 | ABN 16 744 377 876

FOR OFFICE USE ONLY

Date lodged

Application number

## About this form

This form is to be used to appoint Port Stephens Council as the Principal Certifier (PC) once:

- Development Consent and the Construction Certificate have been issued or
- Complying Development Certificate has been issued or
- Replacing Principal Certifier from Private (PC) to Council (PC)

This form also operates as a contract for certification work between a person and a registered certifier that is employed by Port Stephens Council.

## PART A

### Applicant details

Full name			
Position			
Address		Postcode	
Email			
Phone		Mobile	
Please indicate preferred method of contact <input type="checkbox"/> Australia Post <input type="checkbox"/> Email			

\*An application may only be made by a person who has the benefit of the development consent. An application may NOT be made by person who will carry out the building work unless that person owns the land on which the work is to be carried out

### Property details

Unit/Street Numbers	Street Name	Suburb	Postcode	Lot Number	DP/SP

### Approved development

Development Consent number		Approval Date	
Construction Certificate number		Approval Date	
OR			
Complying Development number		Approval Date	

Name/s of Consent Authority/Registered Certifier that issued any of the above:

Description of building work (*the development*)

## PART B

### Authority to Appoint Port Stephens Council Certification Service and Contract Agreement

- I/We appoint Port Stephens Council as the Principal Certifier (PC) for the above consent.
- I/We have freely chosen to engage Port Stephens Council as Principal Certifier for this described development
- I/We have read this contract and any documentation accompanying the contract and understand the roles and responsibilities of the person and the registered certifier.
- I/We execute and agree to Port Stephens Council's Contract for the Certification Work Terms and Conditions.

Name of applicant

Applicant's signature

Date (DD/MM/YYYY)

## PART C

### Principal Contractor / Owner Builder details

☐ Principal Contractor

☐ Owner Builder

Builder / OB License Number

Name

Address

Email

Phone

Mobile

## PART D

### Principal Certifier details and Consent of Appointment (*FOR OFFICE USE ONLY*)

Port Stephens Council consent to being appointed as the Principal Certifier (PC) for the development

Name

Port Stephens Council

Address

116 Adelaide Street, Raymond Terrace NSW 2324

Email

devbuild@portstephens.nsw.gov.au

Phone

02 4988 0115

Signed / Executed on behalf of the Port Stephens Council

Date\* (DD/MM/YYYY)

*\*This is the date on which the contract is made as per Clause 28 of the Building and Development Certifiers Regulation 2020.*

## PART E

### Particulars of Plans, Specifications, or other Documents

Details of plans, specifications and other documents approved by development consent / CDC

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Details of plans, specifications and other documents the subject of a Certificate issue under Part 6 of the Environmental Planning and Assessment Act 1979

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### Privacy

Port Stephens Council is committed to protecting your privacy. We take reasonable steps to comply with relevant legislation and Council.

**Purpose:** The purpose of collecting this information is to enable Council to consider matters under related legislation, issue related documentation where required and other associated matters as provided by legislation.

**Intended Recipients:** This information will be utilised by Council officers in assessing the application and other associated activities.

**Supply:** This information is legally required to allow Council to perform the functions of a Principal Certifier and undertake Certification Work.

**Consequence of Non-Provision:** Where this information is not provided, Council cannot perform the functions of a Principal Certifier and undertake Certification Work.

**Storage and Security:** This document will be saved in Council's records management system in accordance with Council policy and relevant legislation.

**Access:** Please contact Council on (02) 4988 0255 to enquire how you can access information.

## Contract for Certification Work Terms and Conditions

This contract operates between the person stated on this document and the following registered certifiers employed by Port Stephens Council:

Registered Certifiers Name	Registration Number
Andrew Ashton	BDC1384
Ryan Bridges	BDC1832
Thomas Evans	BDC2551
Craig Freebody	BDC1326
Stephen Poulter	BDC0928
David Compton	BDC1805
Heidi McLoughlin	BDC1890
Christopher Gwynne	BDC2200
Tristan Sullivan	BDC3403
Jacob Field	BDC3368

**Address of all registered certifiers place of business:**

116 Adelaide Street, Raymond Terrace NSW 2324

**Contact for all registered certifiers:**

P: 02 4988 0155 E: [devbuild@portstephens.nsw.gov.au](mailto:devbuild@portstephens.nsw.gov.au)

*The above list of registered certifiers undertake inspections required to be carried out under the Environmental Planning and Assessment Act 1979 for the purposes of Clause 28 (f) (v) of the Building and Development Certifiers Regulation 2020.*

**General:**

1. I/We agree to provide all documents that Port Stephens Council may reasonably request for them to perform the function of the Principal Certifier (PC).
2. I/We agree to provide Port Stephens Council with reasonable and safe access to the development site.
3. I/We agree to notify Port Stephens Council of the appointment of the principal contractor.
4. I/We agree to notify the principal contractor of any critical stage inspections to be carried out in respect of the building work.
5. I/We agree to provide the Principal Certifier with evidence of Home Owners Warranty Insurance or Owner Builder Permit (if applicable) not less than 48 hours prior to the commencement of building work.
6. I/We agree to provide all relevant drawings, plans, statutory plans and documentation associated with but not limited to the Development Consent, the Construction Certificate or Complying Development Certificate and any Occupation Certificate at the request of the Principal Certifier.
7. I/We agree to act in good faith, in accordance with the Act and in a cooperative fashion.
8. Council retains the right to not issue an occupation certificate when an extended period of time has elapsed since the most previous inspection of the development, or where no inspections have taken place the issue of the construction certificate or complying development certificate
9. Where the development is modified, necessitating the issue of another certificate under Part 6 of the Environmental Planning and Assessment Act 1979, this contract will remain unchanged and continue to apply.

**Fees and charges**

10. The applicant must pay the fees and charges for the determination of an application for a development certificate \* (including modification of a current certificate, where relevant) as specified in Council's Schedule of Fees and Charges.
11. These fees and charges must be paid to Council before, or at the time, the application for a development certificate is lodged with Council.
12. In the case of fees and charges payable for work arising from unforeseen contingencies, such as the assessment of performance solutions or additional inspections, these fees and charges will be

calculated as specified in Council's Fees and Charges. Council will issue an invoice to the applicant within 21 days after the completion of such work and the applicant must pay by the due date specified on the payment notice.

13. The applicant must pay the fees and charges for Council to carry out the functions of a PC for the development as specified in Council's Schedule of Fees and Charges.

14. These fees and charges must be paid to Council in full at the time of lodging the PC appointment form (after the construction certificate or complying development certificate is issued) and before Council commences to carry out the functions of PC.

**Contract Termination**

If the Owner:

- Permits building works to commence without the issuing of a Construction Certificate/Complying Development Certificate;
- Fails to give notice of commencement at the appropriate time, or
- Fails to pay any money owing to the PCA after thirty (30) days of that money becoming payable; or
- Has an execution levied against it, assigns or attempts to assign its estate for the benefit of its creditors, intends to or attempts to or makes a composition or Scheme of Arrangement with creditors, has a winding up order made against it, intends to or attempts to pass a resolution for winding up, goes into liquidation, has an Official Manager or Receiver appointed, has a Mortgagee taking possession of any part of its property, has an Administrator or a Provisional Liquidator appointed, becomes insolvent or bankrupt; or
- Breaches the Agreement in any respect; or
- Ownership of the site changes, change of Principal Contractor changes or person stated on this contract is no longer involved with the subject development; or
- The development is altered unlawfully to the extent that the development is no longer generally consistent with the relevant development consent, construction certificate, or complying development certificates and the accompanying supporting documentation;

Then the PCA:

- May terminate the Agreement by sending a written Notice of Termination to the Client stipulating the breach ("the Notice of Termination"). If the PCA terminates the Agreement then the PCA is entitled to payment of termination money, the amount of which shall be the amount outstanding at the time of termination.
- If the PCA terminates the Agreement, the PCA is entitled to carry out an inspection, at the Owner's expense, prior to termination to determine the state of the development.
- As from the date of final inspection, the Owner must indemnify the PCA for any liabilities, including but not limited to professional liability and public liability, of whatsoever nature that emanate from:
- The need to terminate this Agreement or the Building Contract; or
- Any matters of non-compliance with the Act on the part of the Owner or any other contractors.

This contract is valid only for a period of less than ten years from the date of signing/execution. After the valid date expires, this contract no longer has effect.

**Information brochure**

An information brochure which is to include information about statutory obligations must accompany this Agreement as per Clause 31 of the Building and Development Certifiers Regulation 2020, if one is published by the Department of Fair Trading on its website. Fair Trading is the statutory body that registers certifiers and administers the Building and Development Certifiers Act 2018 and Regulation 2020.

**Particulars of Certification Work to be carried out under this Contract**

The applicant appoints Council to perform the following certification work: (tick as applicable)

- ☐ Determination of Applications for Development Certificates
- ☐ Determination of application for a complying development certificate
- ☐ Determination of application for construction certificate
- ☐ Determination of application for subdivision works certificate
- ☐ Determination of application for compliance certificate
- ☐ Determination of application for occupation certificate
- ☐ Undertaking the function of Principal Certifier (PC)

\*Note- Development Certificates include a Construction Certificate, Complying Development Certificate or Subdivision Certificate