



# INSPECTION REQUEST FORM



Certificate of Compliance

## THE APPLICATION

DATE OF APPLICATION:

## THE LAND

Lot No.:  Deposited Plan:

House No.:  Street Name:

Suburb:  Post Code:

Area (m<sup>2</sup>):  Section/Folio:

## THE POOL

Use of Pool: Residential  Commercial  Industrial

Type of Pool: Indoor Pool  Spa  Outdoor Pool  Portable

Date of Completion:

Date of Modification (if any):

Has an Occupation Certificate been issued?: Yes  No  Unsure

Have you previously discussed this application with anyone from Local?  If, yes please include staff members name:

Before we can process this application the Swimming Pool must be listed on the NSW Swimming Pools Register. Registration can be completed at [www.swimmingpoolregister.com.au](http://www.swimmingpoolregister.com.au)

## ACCESS

Contact Person:

Phone:

## THE APPLICANT/OWNERS

	Owner 1 / Applicant	Owner 2
First Name:	<input type="text"/>	<input type="text"/>
Surname:	<input type="text"/>	<input type="text"/>
Street:	<input type="text"/>	<input type="text"/>
Suburb:	<input type="text"/>	<input type="text"/>
Contact No.:	<input type="text"/>	<input type="text"/>
E-mail:	<input type="text"/>	<input type="text"/>

## PAYMENT DETAILS

Name on Card:

Card Number:

Expiry Date:

CCV Number:

Amount (\$):

## PRIVACY STATEMENT

By completing this form you are enabling Local Certification Services Pty Ltd to collect personal information that is required by the *Swimming Pools Act 1992* and the *Environmental Planning and Assessment Act 1979*. Failure to provide this information may lead to rejection or delays in the determination of your application or undertaking any inspections. At any time you have the right to access, view or correct the personal information that you have provided. This information will be stored in Local's records system and will be used only for the purposes for which it has been collected.

# OWNERS CONSENT

## OWNERS CONSENT

I/we the owners of the subject property hereby give consent for the lodgement of this application and associated documentation to Local Certification Services Unit Trust for consideration.

I/we also declare that all documentation presented as part of any application for a Certificate of Compliance is entirely accurate or that any changes have been documented and Local Certification Services Unit Trust have been advised accordingly in writing.

## PRINCIPAL CERTIFYING AUTHORITY

With reference to subject pool, I/we the owners of the subject property hereby advise of our decision to appoint:

- Local Certification Services Pty Ltd    OR
- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> Craig Hardy     | <input type="checkbox"/> Michael Hardy    | <input type="checkbox"/> Paul Gearin    | <input type="checkbox"/> Warren Curtis |
| <input type="checkbox"/> Chris Donovan   | <input type="checkbox"/> Michael Shanahan | <input type="checkbox"/> Paul Morgan    |  |
| <input type="checkbox"/> Greg Towle      | <input type="checkbox"/> Mitchell Barnes  | <input type="checkbox"/> Rod Steet      |  |
| <input type="checkbox"/> John Soklaridis | <input type="checkbox"/> Mitchell Hardy   | <input type="checkbox"/> Stephen Toohey |  |

to undertake the requested inspection in accordance with the requirements of the *Swimming Pools Act, 1992 (as amended) (the Act)*.

I/we understand that this engagement shall be subject to the Terms and Conditions outlined in this application and I/we further understand that we are giving permission to access the subject site at any reasonable hour of any day for the purposes of undertaking inspections required by the Act.

I/we also advise that I/we are aware of the conditions attached to all Development Consents applying to the subject pool and that we have provided copies of these Consents to the Accredited Certifier with this inspection request. Furthermore, I/we understand our responsibilities in relation to those conditions and agree to undertake any works that may be required or to provide any information requested by the Accredited Certifier in order that he/she may fulfil their statutory obligations under the *Swimming Pools Act, 1992 (as amended)*.

## SIGNATURES

### THE APPLICANT/OWNERS

Owner 1 / Applicant

Signed: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Date: \_\_\_\_\_

Owner 2

Signed: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Date: \_\_\_\_\_

Owner 3

Signed: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Date: \_\_\_\_\_

Owner 4

Signed: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Date: \_\_\_\_\_



# TERMS AND CONDITIONS

## EFFECT OF AGREEMENT

1. This agreement supersedes and overrides any other documents or oral representations upon which the parties may seek to rely to generate any legal effect or to imply any contractual obligation.

## OBLIGATIONS OF THE ACCREDITED CERTIFIER (AC)

2. Issuing of the Certificate of Compliance:
  - 2.1 The AC shall issue a Certificate of Compliance:-
    - once the AC is satisfied that the pool barrier has been constructed in accordance with the relevant Australian Standard;
    - once the AC is satisfied that the pool barrier has been constructed in accordance with the Act, and;
    - once the Owner pays the AC any money owed for work associated with the issuing of a Certificate of Compliance.
  - 2.2 The AC shall issue the Certificate of Compliance within three (3) days of the date of inspection, if the pool barrier is compliant.
  - 2.3 The AC will use the NSW Swimming Pools Register to issue any Certificate of Compliance.
  - 2.3 During the assessment of the application for a Certificate of Compliance, the AC may request any documentation or statements from the owners or any other party that the AC considers necessary.
  - 2.4 The inspection of the pool barrier and issue of the compliance certificate may be carried out by one of the following AC's. These AC's are all authorised to issue Certificate of Compliance:

Mr Craig Hardy	Mr Mitchell Hardy
Mr Chris Donovan	Mr Paul Gearin
Mr Greg Towle	Mr Paul Morgan
Mr John Soklaridis	Mr Rod Steet
Mr Michael Hardy	Mr Stephen Toohy
Mr Michael Shanahan	Mr Warren Curtis
Mr Mitchell Barnes	

## 3. Inspections

- 3.1 The AC shall carry out or arrange to be carried out an inspection of the subject pool barrier as requested.
  - 3.2 If the pool barrier is non-compliance, the AC shall issue a Certificate of Non-Compliance and notice under Section 22E of the Act within seven (7) days of the date of inspection.
  - 3.3 The AC will use the NSW Swimming Pools Register to issue any Certificate of Non-Compliance.
  - 3.4 If the AC shall notify the Local Council immediately if they are of the opinion that the swimming pool poses a significant risk to public safety.
  - 3.5 The AC shall provide a copy of the section 22E written notice to the Local Council:
    - Immediately where the swimming pool poses a significant risk to public safety;
    - Within five (5) days of the expiry of the six (6) weeks from the date of inspection if the owner fails to rectify pool barrier non-compliance.
  - 3.6 Any inspections undertaken, and the notification of the result of any inspection that has been undertaken, in relation to the subject development are prepared and provided to the Owner/s solely for the purpose specified, for the Owner/s exclusive use in regard to the property identified only, and on the undertaking/condition that the Owner/s shall not communicate the contents of the notification of result to any third person who might act to his/her detriment on the basis of the notification. The Owner/s agrees to indemnify the accredited certifier and Local Certification Services Pty Ltd against any loss or damage suffered as a result of the Owner/s failure to observe this abovementioned clause. All inspections undertaken are based on a visual inspection and do not comment therefore on aspects, faults or otherwise, which are below ground level, covered up in any way, or which are not apparent at the time of inspection. No indication is given as to the adequate performance of any plumbing, hydraulic, gas or electrical appliance or fitting that may be installed or included in the building or on the site.
4. Insurance
    - 4.1 The AC shall maintain an insurance policy in accordance with the Act and shall provide a copy of that policy to the Owner upon request.
    - 4.2 The extent of any claim or otherwise against the policy held by the AC or against the AC in any way shall be limited to five times (5x) the value of the service fee paid to the AC for the services provided and no more.

## OBLIGATIONS OF THE OWNER

5. The Owner shall:-
  - Ensure that the site is available for the AC to carry out its obligations under this agreement.
  - Provide accurate details of the date of completion of the swimming pool and pool fence barrier.
  - Provide accurate details of the date of any modification to the pool fence barrier from the original construction.
  - Provide all relevant drawings, plans, statutory plans and documentation associated with but not limited to any Development Consent, Complying Development Consent and/or any Certificate issued under Part 4A of the *Environmental Planning and Assessment Act 1979* at the request of the AC.
  - Comply with any Certificate of Non-Compliance and Section 22E notice that the AC issues.
  - Rectify any non-compliances identified by the AC as soon as practicable and contact the AC to arrange a further inspection.
  - Provide all information that the Owner reasonably can obtain to enable the PCA to fulfil its obligations under this agreement.
  - Act in good faith, in accordance with the Act and in a cooperative fashion.

## VARIATIONS TO THIS AGREEMENT

6. If:-
  - Additional Certificates of Compliance and/or Certificate of Non-Compliance are required to be issued by an Accredited Certifier; or
  - An amendment to the Act, the BCA or any other law that requires any aspect of the AC's work to be varied; or
  - The Owner does anything that causes a delay to the the ability of the AC to carry out its obligations under this agreement; or
  - A Section 23 Order is issued by the Local Council on the subject swimming pool; or
  - The AC is notified of a complaint to the Building Professionals Board or a representative from the Local Council with jurisdiction over the subject site, then:  
the AC may:-
    - vary this agreement to the extent that the AC will be able to carry out its obligations under this agreement; and
    - increase the agreement price, such increase to be made by way of Notice to the Owner stating the reason/s for the increase and the amount of the increase.
- 6.1 The variation will permit the AC to claim all costs associated with that delay as reasonably determined by the PCA.
- 6.2 Notice must be given to the Owner within seven (7) days from the date on which the AC becomes aware that a variation will be necessary.

## TERMINATION OF AGREEMENT

7. If:-
  - It becomes evident that the Owner has provided incorrect or false information in relation to the date of construction of the swimming pool; or
  - It becomes evident that modifications have been made to the original pool barrier and the date of these modifications has not been documented/is unknown; or
  - The person/s or Company responsible for making payment for this service fails to pay any money owing to the AC after seven (7) days of that money becoming payable; or
  - The Owner or the person/s or Company responsible for making payment for this service breaches the agreement in any respect; or
  - The failure of the Owner to complete any rectification works and as a result does not permit the Accredited Certifier to issue the Certificate of Compliance within six (6) weeks from the date of inspection; or
  - The Owner or Occupier, for any other reason, does not permit the AC to access the subject property to carry out the necessary inspection; or
- 7.1 The AC may terminate this agreement by sending a written Notice of Termination, stating the breach/s, to the Owner. Termination will take effect as soon as the Owner receives the Notice of Termination.

## MISCELLANEOUS

8. A copy of any Certificate of Compliance or Non-Compliance will be available for download from the NSW Swimming Pools Register.

9. All Swimming Pools must be registered by the Owner on the NSW Swimming Pools Register before any Certificate of Compliance or Non-Compliance can be issued.

## ADDRESS FOR NOTICES

13. Where any Notice is to be forwarded to the Owner the address for such Notice shall be the address stated in the Application Form or to any other address that is notified in writing by the Owner to the AC.

## DEFINITIONS

The Act means the *Swimming Pools Act 1992*. All amendments and references to the Act also mean amendments and references to the Regulations.  
BCA means the Building Code of Australia 1996 including all applicable amendments.  
Building means that which is the subject of the Building Works.  
Owner means the owner or the owner's agent.  
Certificate of Compliance means a Swimming Pool Certificate of Compliance within the meaning of the Act.  
Certificate of Non-Compliance means a Swimming Pool Certificate of Non-Compliance within the meaning of 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, electronic transmission or notice by hand delivery to the Address for Notices in this agreement.  
Order means an Order issued by the Local Authority within the meaning of the Act.  
Accredited Certifier means an A1, A2, A3 and E1 accredited certifier registered with the NSW Building Professionals Board and authorised to inspect and certify pools in NSW.  
Statutory Notices means those notices that are issued by the PCA in accordance with the Act.  
Local Council means the relevant Local Council in respect to the property where the swimming pool is located.  
Australian Standard means the version of AS1926.1 that was applicable at the time the swimming pool barrier was constructed or modified.  
Modification means any changes to the original configuration of the swimming pool barrier.

End of Terms and Conditions