

Application for a Construction Certificate and Appointment of Principal Certifying Authority

Information for the applicant

- This form may be used to apply for a construction certificate (a “certificate”) and an Occupation certificate (OC) to carry out building work.
- To minimise delay in receiving a decision about the application, please fill in all sections and ensure all relevant information and documents are provided.
- Once completed, this application form should be submitted to a Buildwise Certification for determination. Buildwise Certification are a private accredited certifier. Private accredited certifiers may be either an individual or a company. View a list of private accredited certifiers at <http://www.bpb.nsw.gov.au/page/for-consumers/find-a-certifier/>
- A construction certificate has no effect if it is issued after the building work to which it relates is physically commenced on the land to which the relevant development consent applies.

SECTION A. Details of the applicant*

*An application for a construction certificate 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 or subdivision work unless that person owns the land on which the work is to be carried out.

<input type="checkbox"/> Mr	<input type="checkbox"/> Ms	<input type="checkbox"/> Mrs	<input type="checkbox"/> Dr	<input type="checkbox"/> Other:	<input style="width: 95%;" type="text"/>
First name			Family name		
<input style="width: 95%;" type="text"/>			<input style="width: 95%;" type="text"/>		
Company (if applicable)				ABN (if applicable)	
<input style="width: 95%;" type="text"/>				<input style="width: 95%;" type="text"/>	
Unit/Street no.	Street Name				
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>				
Suburb or town			State	Postcode	
<input style="width: 95%;" type="text"/>			<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Daytime telephone			Mobile		
<input style="width: 95%;" type="text"/>			<input style="width: 95%;" type="text"/>		
Signature of Applicant(s)					
<input style="width: 95%;" type="text"/>					
Email					
<input style="width: 95%;" type="text"/>					
<input style="width: 95%;" type="text"/>					

SECTION B. Location and title details of the land where the building work or subdivision work is to be carried out

Unit/Street no. <input type="text"/>	Street Name <input type="text"/>	
Suburb or town <input type="text"/>	State <input type="text"/>	Postcode <input type="text"/>
Lot no. <input type="text"/>	Section <input type="text"/>	
DP / SP no. <input type="text"/>	Volume/folio <input type="text"/>	

SECTION C. Description of the building work to be carried out

Briefly describe the development. For example, if a dwelling is proposed, include information such as the type of building (house, townhouse, villa etc), the number of floors, the number of bedrooms, the major building material (brick, brick veneer, timber clad etc).

Class(s) of building(s) under the Building Code of Australia

SECTION D. Estimated cost of the development

\$

The contract price, or if there is no contract a genuine and accurate estimate, for all labour and material costs associated with all demolition and construction required for the development, including the cost of construction of any building and the preparation of a building for the purpose for which it is to be used (such as the costs of installing plant, fittings, fixtures and equipment). GST is also to be included.

If there are 2 contracts 1 for the kit by a separate supplier and 1 for the Builder please list these costs.

Supplier Kit Price...\$.....

Builder.....\$.....

SECTION E. Development consent

Date of development consent (if already granted)

Development consent reference no.:

Name of consent authority:

Name of applicant for development consent:

Provide:

A copy of the development consent, including:

- approved plans endorsed by the consent authority
- conditions of development consent
- other documents referenced by the development consent that are relevant to this application.

SECTION F. Planning agreements

If the development or the land upon which the development is to be carried out is subject to a planning agreement as referred to in section 93F EP&A Act, provide a copy of the planning agreement.

SECTION G. Attachments relating to the proposed development

- Plans (Site Plans Must show all buildings on the allotment)
- Basix where Applicable
- Engineering
- Section 68 Stormwater, Sewer/septic, Hot and Cold from Council
- Home Compensation Fund if costs greater than \$20,000 and being completed by a Builder
- Long Service Levy if Costs greater than \$25,000
- Development Consent including Stamped Plans
- 1 Copy of all please send to Info@buildwisecert.com.au or mail or drop off at our Offices

1. BUILDINGS

1.1 Does the development involve building work (including in relation to a dwelling house or building or structure ancillary to a dwelling house)? Yes No

1.4 Is any long service payment levy payable under s.34 of the Building and Construction Industry Long Service Payments Act 1986?
Are Costs > \$25,000 Yes No

1.6 Does the Application require Home Owners Warranty? ((Licensed Builders for work over \$20,000.00 Yes) (Owner Builders No)). A receipt of this payment is required when lodging the application or the owner Builders Permit required before approval but a CC number will be required prior to application for Owner Builders Permit.
 Yes No

1.7 Does the Development Consent require approval of a Section 68 or 138 approval prior to issue of the Construction Certificate.
 Yes No

1.8 Does the application involve a BASIX affected development, or a BASIX optional development for which a BASIX certificate has been obtained? BASIX is required for pools with a volume >40,000 Litres, New Dwellings or Renovations > \$50,000 Yes No

SECTION I. Authority to enter and inspect land

Owners Signature(s):- if a company then a letter on company letterhead from the company stating that you have authority to sign on behalf of the company must be submitted with this application

Name(s)

Date

Unit/Street no.

Street Name

Suburb or town

State

Postcode

Daytime telephone

Mobile

Signature of Applicant(s)

Email

Owners Details if different from applicant

SECTION J. Delivery of the application

Applications for construction certificates must be delivered by hand, by post or transmitted electronically to the principal office of the certifying authority. Applications MAY NOT be sent by fax.

SECTION K. Signature of Applicant(s)

Signature of Applicant(s)

Name(s)

Date

SECTION M. Date of Receipt of Application and Appointment of The PCA

Do you wish for M.J.Prendergast to be the Principal Certifying Authority for the *Application only the owner can consent to this* Yes No

If No Then This application cannot be received by Buildwise Certification

Please read the Certifying Authority Standard Contract which is attached.

Determination of an application for a Construction Certificate *

Undertaking functions of Principal Certifying Authority for the development *

* Refer to the relevant Attachment(s) which contain a Description of Services and the relevant Fees & Charges

Fees and Charges

- The fees and charges for the determination of an application for a development certificate and for the
 - The set fees and charges for the determination of an application for a development certificate and for the carrying out of the functions as the PCA for the development, must be paid in full to the Contractor before, or
 - In the case of fees and charges that may be payable for work arising from unforeseen contingencies, the basis on
 - In respect of any unforeseen contingency work provided for under this Agreement, the Contractor is to send an
- An information brochure which is to include information about statutory obligations, must accompany this Agreement, if one is published by the Building Professionals Board on its website.

To be completed by the certifying authority **immediately** after receiving this Application.

Date.....

Please provide an Approximate start date for the Project or circle ASAP.....

Builders Name
Builders Address
Builders License Number	
Contacts	
Phone
Mobile	...
E-mail	

SECTION N. Description of the development

1. For each proposed new building, indicate:

The number of storeys (including underground storeys) in the building

The gross floor area of the building (in square metres)

The gross site area of the land on which the building is to be erected (in square metres)

2. For each proposed new residential building, indicate:

The number of existing dwellings on the land on which the new building is to be erected

The number of those existing dwellings that are to be demolished in connection with the erection of the new building

The number of dwellings to be included in the new building

Whether the new building is to be attached to any existing building

Whether the new building is to be attached to any other new building

Whether the land contains a dual occupancy

The materials to be used in the construction of the new building by completing the table below

Place a cross in each appropriate box.

Walls	Code	Roof	Code	Floor	Code	Frame	Code
<input type="checkbox"/> Brick (double)	11	<input type="checkbox"/> Tiles	10	<input type="checkbox"/> Concrete/slate	20	<input type="checkbox"/> Timber	40
<input type="checkbox"/> Brick (veneer)	12	<input type="checkbox"/> Concrete/slate	20	<input type="checkbox"/> Timber	40	<input type="checkbox"/> Steel	60
<input type="checkbox"/> Concrete/stone	20	<input type="checkbox"/> Fibre cement	30	<input type="checkbox"/> Other	80	<input type="checkbox"/> Aluminium	70
<input type="checkbox"/> Fibre cement	30	<input type="checkbox"/> Steel	60	<input type="checkbox"/> Not specified	90	<input type="checkbox"/> Other	80
<input type="checkbox"/> Timber	40	<input type="checkbox"/> Aluminium	70			<input type="checkbox"/> Not specified	90
<input type="checkbox"/> Curtain glass	50	<input type="checkbox"/> Other	80				
<input type="checkbox"/> Steel	60	<input type="checkbox"/> Not specified	90				
<input type="checkbox"/> Aluminium cladding	70						
<input type="checkbox"/> Timber/ weatherboard	40						
<input type="checkbox"/> Other	80						
<input type="checkbox"/> Not specified	90						

Certifying Authority Standard Contract

1. EFFECT OF CONTRACT

This contract 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.

This contract is between the owner and the PC.

2. OBLIGATIONS OF THE AC /PC

Issuing of Construction Certificates or Complying Development Certificates

The AC or PC shall issue a Construction Certificate or Complying Development Certificate:-

- a) Once the AC is satisfied that the design of the Building work(s) complies with the Development Consent and the Regulations and:
- b) Once the AC is satisfied that the design as depicted on the drawings and specification comply with the NCC and; once the Owner pays the AC any money owed for work associated with the issuing of a Construction Certificate or Complying Development Certificate

The AC shall provide the Council with a Notice of Determination within two (2) days of the determination. During the assessment of the application for a Construction Certificate or Complying Development Certificate, the AC /PC may request as many Certificates or statements from any Certifying Authority or any other party that the AC/PC considers necessary.

Inspections

The PC shall carry out or arrange to be carried out as many inspections as the PC considers necessary in addition those nominated as mandatory by the Environmental Planning and Assessment Act, 1979 (as amended).

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 Principal Certifier 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. Any notification of the result of an inspection is not intended to imply compliance or otherwise with any requirements of any Local Government Authority.

Any parts of any structure that have been or are covered, unexposed or inaccessible will not be inspected and therefore any notification of the result of an inspection will have no reference to those parts.

Issuing the Occupation Certificate

The PC shall issue the Occupation Certificate for the Building Works when the PC is satisfied that:-

- a) All conditions of a Local Development Consent or Complying Development Certificate has been complied with;
- b) The Building Works are suitable for occupation or use in accordance with their classification under the NCC; and
- c) Component Certificates as listed have been supplied to the PC.
- d) A Fire Safety Certificate has been issued (If Required) and at the date this agreement is executed, the Building does not pose any danger for the occupants.

In the event that the nominated PC cannot fulfil the obligations required by the Act, due to he/she is unavailable due to leave of any description or because of illness and a transfer of that role is required, the Owner will agree to the transfer of

that role to either of the following the Local Council or an Accredited Certifier of the PC's Choosing. The PC may use an accredited AC of his/her choice for any Inspection with the exception of the Final.

If the owner wishes for any reason to change the PC role to another PC this can be done, but there will be no refunds and all costs of the change will be at the owners expense.

Insurance

The PC shall maintain an insurance policy in accordance with the Act and shall provide a copy of that policy to the Owner upon request.

The extent of any claim or otherwise against the policy held by the AC or PC or against the AC or PC in any way shall be limited to five times (5x) the value of the service fee paid to the AC or PC for the services provided and no more.

3. OBLIGATIONS OF THE OWNER

The Owner shall:

- a) Provide Component Certificates as requested by the PC.
- b) Provide all information that the Owner reasonably can obtain to enable the PC to fulfil its obligations under this agreement.
- c) Provide the PC with the date of practicable completion. Act in good faith, in accordance with the Act and in cooperative fashion.
- d) Ensure compliance with all conditions of the Development Consent relating to any demolition works prior to the issue of any Occupation Certificate.
- e) Provide information as to when the building is first Occupied/Used by the owner, in writing if required.

4. OBLIGATIONS OF THE CERTIFYING AUTHORITY

In regards to the issuing of, Construction Certificates, Complying Development Certificates and Occupation Certificates.

- a) The Certifying Authority shall issue a Construction Certificate, Complying Development Certificate or Occupation Certificate:-
 - Once the Client pays the Certifying Authority any money owed for work associated with the issuing of a Construction Certificate, Complying Development Certificate or Occupation Certificate; and
 - The design and construction of the Building Works comply with a relevant Development Consent and the Regulations or any prescribed complying development criteria by either the State Government or Local Council; and
 - The designs comply with the NCC.
- b) The Certifying Authority shall provide the relevant Consent Authority and/or Local Council with a Notice of Determination within 7 days of the determination.
- c) When the Certifying Authority issues a Construction Certificate, Complying Development Certificate or Occupation Certificate, the Certifying Authority may issue additional certificates or statements from any other Certifying Authority or any other party as the Certifying Authority considers necessary in the circumstances.
- d) The Certifying Authority may carry out as many inspections as the Certifying Authority considers necessary in addition to any mandatory critical stage inspection, this may require additional Charges.
- e) The Certifying Authority shall issue an Occupation Certificate for the Building Works when the Certifying Authority is satisfied that:-
 - A Development Consent has been complied with, including any preconditions to the issue of an Occupation Certificate or a Complying Development Certificate is in force for the Building Works; and
 - The Building Works are suitable for occupation or use in accordance with their classification under the BCA;

and

- The Building Works or parts do not pose any danger for the occupants in the case of an Interim Occupation Certificate.
- f) The Certifying Authority shall maintain an insurance policy in accordance with the Act and shall provide a copy of that policy to the client upon request.

5. OBLIGATIONS OF THE CLIENT

- a) The client shall not engage any other Certifying Authority after the Certifying Authority appointed pursuant to this contract has been engaged. Breach of this condition will entitle the Certifying Authority to recover any losses or costs of whatsoever nature that flow from such breach.
- b) Pay the Certifying Authority for the agreed amount when the Client submits an application for a Construction Certificate or Complying Development Certificate.
- c) Ensure that the site is available for the Certifying Authority to carry out its contractual obligations.
- d) Use Competent People for all aspects of the Building Works.
- e) Provide the Certifying Authority with evidence of Home Owners Warranty insurance or Owner Builder Permit.
- f) 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 Certifying Authority.
- g) Attend any meetings if required by the Certifying Authority to do so.
- h) Comply with any Notices that the Certifying Authority issues.
- i) Provide Compliance Certificates or Component Certificates as may be requested by the Certifying Authority.
- j) Provide all information that the client reasonably can obtain to enable the Certifying Authority to fulfil its contractual obligations.
- k) Pay the Certifying Authority in accordance with this contract or any signed agreement between the client and the Certifying Authority.
- l) Act in good faith, in accordance with the Act and in a cooperative fashion.

6. VARIATIONS TO THIS AGREEMENT

If:-

- a) The building works do not commence within 60 days from the date of the execution of this agreement; or
- b) Any competent person used by the Owner in respect of the building works causes a delay in the progress of the building works for more than 21 days; or
- c) Any part of the Building Works are re-designed by the Owner; or
- d) Any part of the building is designed pursuant to a Deemed To Satisfy Provision and is subsequently changed by way of an Alternate solution; or
- e) Additional Construction Certificates and/or Compliance Certificates are required to be issued by an Accredited Certifier; or
- f) amendment to the Act, the NCC or any other law that requires any aspect of the Building Works or the PC's work to be varied; or
- g) The PC is required to undertake more inspections than those listed as mandatory inspections under the Environmental Planning and Assessment Act, 1979 (as amended); or
- h) The Owner does anything that causes a delay to the building works or does anything that delays the ability of the

PC to carry out its obligations under this agreement; or;

- i) Notice of Intention to Serve an Order is issued by the PC; or
- j) The PC is notified of a complaint the Building Professionals Board or a representative from the Local Council with jurisdiction over the subject site, then the PC may vary this agreement to the extent that the PC 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.

The variation will permit the PC to claim all costs associated with that delay as reasonably determined by the PC.

Notice must be given to the Owner within seven (7) days from the date on which the PC becomes aware that variation will be necessary.

7. TERMINATION OF AGREEMENT

This agreement will be considered terminated If:-

- a) The person/s or Company responsible for making payment for this service fails to pay any money owing to the PC after seven (7) days of that money becoming payable; or
- b) The person/s or Company responsible for making payment for this service 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 composition or Scheme of Arrangement with creditors, has 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 Mortgagee taking possession of any part of its property, has an Administrator or a Provisional Liquidator appointed, becomes insolvent or bankrupt; or
- c) The Owner or the person/s or Company responsible for making payment for this service breaches the agreement in any respect; or
- d) The Construction Certificate or Complying Development Certificate is not capable of being issued within 180 days or six (6) months (whichever is the lesser) from the date of application; or
- e) The Owner, for any other reason, does not permit the Accredited Certifier to issue the Occupation Certificate within 60 days from the date of practicable completion, occupation or use of the proposed development; or
- f) The Owner does not permit the Accredited Certifier to issue the Occupation Certificate within 60 days from the date of practicable completion; or
- g) Within 2 years of the date of issue of the Construction Certificate or Complying Development Certificate, the PC has not been advised by the owner, in writing, that the building works have been completed or if an Occupation Certificate has not been issued by the PCA, then:
- h) The PCA 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.
- i) If the PCA terminates the agreement then the for any of the above the owner will not be entitled to any refunds for works not inspected or OC's not issued..
- j) If the PCA terminates the agreement, the PCA is entitled to
- k) carry out a final inspection, at the Owner's expense, prior to termination if not paid prior.
- l) 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:
- m) the need to terminate this agreement or the Building Agreement;
- n) any matters of non-compliance with the Act on the part of the Owner or any other contractors.

8. DISPUTE RESOLUTION

Any dispute of whatever nature to do with this agreement must be referred to mediation.

If either party believes there is a dispute under this agreement it must give Notice of the dispute to the other party.

The mediator must be appointed by the AAC.

The mediation will be invoked by either party serving Notice on the AAC and the other party within seven (7) days of a party being notified of a dispute.

Both parties must attend the mediation and must co-operate with the mediator and each other and shall give the mediator whatever the mediator requests. If the mediator resolves the dispute the resolution must be evidenced by a written agreement that is signed by the mediator and the parties.

If the mediation fails then either party may take action to resolve the dispute in a court of competent jurisdiction.

Both parties will remunerate the mediator on 50/50% basis regardless of any alleged fault and regardless of the outcome.

The AAC may request mediation funds to be placed into an AAC trust account before the mediation commences and may request payment of additional moneys from time to time until the mediation is concluded.

9. MISCELLANEOUS

If for whatever reason an Occupation Certificate is not issued whether it be on account of the insolvency of the Owner, the disappearance of the Owner or the termination of the agreement, the PC's responsibilities under the agreement cease forthwith. With respect to any liabilities that may be occasioned under Part 4 of the Act the PC will be able to give evidence that no action can be brought 10 years after the date upon which the act that evidenced the ending of the agreement occurred.

In the event that an Occupation Certificate is requested following a period greater than 12 months after the undertaking a Final Inspection an additional charge will be applied and charged to the Owner of the premises, as determined by the PC.

10. ADDRESS FOR NOTICES

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 PC.

11. DEFINITIONS

The Act means the Environmental Planning and Assessment Act 1979 (NSW). All amendments and references to the Act also mean amendments and references to the Regulations.

AC means Accredited Certifier

AAC means the Association of Accredited Certifiers

Alternative Solution has the same meaning as the term in the National Construction Code.

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.

Competent people means people authorised to carry out any work associated with Building Works under the Act and includes contractors.

Complying Development Certificate/CDC means a Complying Development Certificate within the meaning of the Act.

Conflict of Interest has the same meaning as the term defined by the Building Professionals Act 2005 or amendments.

Construction Certificate/CC 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 or the NCC of the current year when the approval is approved.

Development Consent means a Development Consent within the meaning of the Act.

DOP means the Department of Planning.

Fire Safety Certificate means meaning of the Act.

Inspection Schedule means the mandatory inspections required under the Act.

Notice includes any notice issued in respect of notices

Occupation Certificate/OC means the final inspection as per the Environmental Planning and Assessment Act and or Regulations.

Owner means the owner or the owner's agent.

PC means Principal Certifier

Application for an Occupation Certificate

Information for the applicant

- This form may be used to apply for:
 - a **final occupation certificate** to authorise the commencement of occupation or use of a new building
- Once completed, submit this application form to the principal certifying authority (PCA).

SECTION A. Type of occupation certificate applied for (Tick one)

Final occupation certificate

SECTION B. Details of the applicant*

*An application for an occupation certificate may only be made by a person who is eligible to appoint a PCA for the). An application may not be made by the person who will carry out the building work or subdivision work unless that person owns the land on which the work is to be carried out.

Mr Ms Mrs Dr Other:

First name

Family name

Company (if applicable)

ABN (if applicable)

Unit/Street no.

Street name

Suburb or town

State

Postcode

Daytime telephone

Fax

Mobile

Signature of Applicants(s)

Email

SECTION C. Details of building

Unit/Street no.

Street name

Suburb or town

Postcode

Lot no.

Section

DP / SP no.

Volume/folio

Description of the building or part of building to which the application relates

If the application relates to a new use of the building or part of the building, also describe the new use. To be completed by the PC if lodged at the same time as the CC or CDC Application

Building classification under the Building Code of Australia, as identified by CC or CDC consent

To be completed by the PC if lodged at the same time as the CC or CDC Application

Existing classification	
New classification (if changed)	

SECTION D. Attachments relating to the proposed development

1. Applicants must provide the document/Approval Numbers listed below that are relevant to the type of development that is proposed. *To be completed by the PC if lodged at the same time as the CC or CDC Application*

<input type="checkbox"/> Development consent	
<input type="checkbox"/> Construction certificate	
<input type="checkbox"/> Complying Development Certificate Number	

2. Does the application relate to a residential flat development for which the development application was required under Clause 50(1A) of the EP&A Regulation to be accompanied by a design verification from a qualified designer?

IF YES, provide a statement from a qualified designer which verifies that the residential flat development achieves the design quality of the development as shown in the plans and specifications on which the construction certificate was issued, having regard to the design quality principles set out in Part 2 of State Environmental Planning Policy No. 65-Design Quality of Residential Flat Development (SEPP No. 65)

Note: *If the development application was also required to be accompanied by a BASIX certificate with respect to any building, the statement need not verify the design quality principles set out in SEPP No. 65 to the extent to which they aim to*

- reduce consumption of mains-supplied potable water, or reduce emissions of greenhouse gases, in the use of the building or in the use of the land on which the building is situated, or*
- improve the thermal performance of the building.*

SECTION E. Delivery of the application

Applications for occupation certificates must be delivered by hand, by post or transmitted electronically to the principal office of the certifying authority. Applications MAY NOT be sent by fax.

SECTION F. Signature of Owner(s)

Signature of Owner(s)	
Name(s)	
Date	

SECTION G. Date of receipt of application

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Certifying Authority Standard Contract

1. EFFECT OF CONTRACT

This contract 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.

This contract is between the owner and the PC.

2. OBLIGATIONS OF THE AC /PC

Issuing of Construction Certificates or Complying Development Certificates

The AC or PC shall issue a Construction Certificate or Complying Development Certificate:-

- a) Once the AC is satisfied that the design of the Building work(s) complies with the Development Consent and the Regulations and:
- b) Once the AC is satisfied that the design as depicted on the drawings and specification comply with the NCC and; once the Owner pays the AC any money owed for work associated with the issuing of a Construction Certificate or Complying Development Certificate

The AC shall provide the Council with a Notice of Determination within two (2) days of the determination. During the assessment of the application for a Construction Certificate or Complying Development Certificate, the AC /PC may request as many Certificates or statements from any Certifying Authority or any other party that the AC/PC considers necessary.

Inspections

The PC shall carry out or arrange to be carried out as many inspections as the PC considers necessary in addition those nominated as mandatory by the Environmental Planning and Assessment Act, 1979 (as amended).

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 Principal Certifier 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. Any notification of the result of an inspection is not intended to imply compliance or otherwise with any requirements of any Local Government Authority.

Any parts of any structure that have been or are covered, unexposed or inaccessible will not be inspected and therefore any notification of the result of an inspection will have no reference to those parts.

Issuing the Occupation Certificate

The PC shall issue the Occupation Certificate for the Building Works when the PC is satisfied that:-

- a) All conditions of a Local Development Consent or Complying Development Certificate has been complied with;
- b) The Building Works are suitable for occupation or use in accordance with their classification under the NCC; and

Application for an Occupation Certificate

- c) Component Certificates as listed have been supplied to the PC.
- d) A Fire Safety Certificate has been issued (If Required) and at the date this agreement is executed, the Building does not pose any danger for the occupants.

In the event that the nominated PC cannot fulfil the obligations required by the Act, due to he/she is unavailable due to leave of any description or because of illness and a transfer of that role is required, the Owner will agree to the transfer of that role to either of the following the Local Council or an Accredited Certifier of the PC's Choosing. The PC may use an accredited AC of his/her choice for any Inspection with the exception of the Final.

If the owner wishes for any reason to change the PC role to another PC this can be done, but there will be no refunds and all costs of the change will be at the owners expense.

Insurance

The PC shall maintain an insurance policy in accordance with the Act and shall provide a copy of that policy to the Owner upon request.

The extent of any claim or otherwise against the policy held by the AC or PC or against the AC or PC in any way shall be limited to five times (5x) the value of the service fee paid to the AC or PC for the services provided and no more.

3. OBLIGATIONS OF THE OWNER

The Owner shall:

- a) Provide Component Certificates as requested by the PC.
- b) Provide all information that the Owner reasonably can obtain to enable the PC to fulfil its obligations under this agreement.
- c) Provide the PC with the date of practicable completion. Act in good faith, in accordance with the Act and in cooperative fashion.
- d) Ensure compliance with all conditions of the Development Consent relating to any demolition works prior to the issue of any Occupation Certificate.
- e) Provide information as to when the building is first Occupied/Used by the owner, in writing if required.

4. OBLIGATIONS OF THE CERTIFYING AUTHORITY

In regards to the issuing of, Construction Certificates, Complying Development Certificates and Occupation Certificates.

- a) The Certifying Authority shall issue a Construction Certificate, Complying Development Certificate or Occupation Certificate:-
 - Once the Client pays the Certifying Authority any money owed for work associated with the issuing of a Construction Certificate, Complying Development Certificate or Occupation Certificate; and
 - The design and construction of the Building Works comply with a relevant Development Consent and the Regulations or any prescribed complying development criteria by either the State Government or Local Council; and
 - The designs comply with the NCC.
- b) The Certifying Authority shall provide the relevant Consent Authority and/or Local Council with a Notice of Determination within 7 days of the determination.

- c) When the Certifying Authority issues a Construction Certificate, Complying Development Certificate or Occupation Certificate, the Certifying Authority may issue additional certificates or statements from any other Certifying Authority or any other party as the Certifying Authority considers necessary in the circumstances.
- d) The Certifying Authority may carry out as many inspections as the Certifying Authority considers necessary in addition to any mandatory critical stage inspection, this may require additional Charges.
- e) The Certifying Authority shall issue an Occupation Certificate for the Building Works when the Certifying Authority is satisfied that:-
 - A Development Consent has been complied with, including any preconditions to the issue of an Occupation Certificate or a Complying Development Certificate is in force for the Building Works; and
 - The Building Works are suitable for occupation or use in accordance with their classification under the BCA; and
 - The Building Works or parts do not pose any danger for the occupants in the case of an Interim Occupation Certificate.
- f) The Certifying Authority shall maintain an insurance policy in accordance with the Act and shall provide a copy of that policy to the client upon request.

5. OBLIGATIONS OF THE CLIENT

- a) The client shall not engage any other Certifying Authority after the Certifying Authority appointed pursuant to this contract has been engaged. Breach of this condition will entitle the Certifying Authority to recover any losses or costs of whatsoever nature that flow from such breach.
- b) Pay the Certifying Authority for the agreed amount when the Client submits an application for a Construction Certificate or Complying Development Certificate.
- c) Ensure that the site is available for the Certifying Authority to carry out its contractual obligations.
- d) Use Competent People for all aspects of the Building Works.
- e) Provide the Certifying Authority with evidence of Home Owners Warranty insurance or Owner Builder Permit.
- f) 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 Certifying Authority.
- g) Attend any meetings if required by the Certifying Authority to do so.
- h) Comply with any Notices that the Certifying Authority issues.
- i) Provide Compliance Certificates or Component Certificates as may be requested by the Certifying Authority.
- j) Provide all information that the client reasonably can obtain to enable the Certifying Authority to fulfil its contractual obligations.
- k) Pay the Certifying Authority in accordance with this contract or any signed agreement between the client and the Certifying Authority.
- l) Act in good faith, in accordance with the Act and in a cooperative fashion.

6. VARIATIONS TO THIS AGREEMENT

If:-

- a) The building works do not commence within 60 days from the date of the execution of this agreement; or.
- b) Any competent person used by the Owner in respect of the building works causes a delay in the progress of the building works for more than 21 days; or
- c) Any part of the Building Works are re-designed by the Owner; or
- d) Any part of the building is designed pursuant to a Deemed To Satisfy Provision and is subsequently changed by way of an Alternate solution; or
- e) Additional Construction Certificates and/or Compliance Certificates are required to be issued by an Accredited Certifier; or
- f) amendment to the Act, the NCC or any other law that requires any aspect of the Building Works or the PC's work to be varied; or
- g) The PC is required to undertake more inspections than those listed as mandatory inspections under the Environmental Planning and Assessment Act, 1979 (as amended); or
- h) The Owner does anything that causes a delay to the building works or does anything that delays the ability of the PC to carry out its obligations under this agreement; or;
- i) Notice of Intention to Serve an Order is issued by the PC; or
- j) The PC is notified of a complaint the Building Professionals Board or a representative from the Local Council with jurisdiction over the subject site, then the PC may vary this agreement to the extent that the PC 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.

The variation will permit the PC to claim all costs associated with that delay as reasonably determined by the PC.

Notice must be given to the Owner within seven (7) days from the date on which the PC becomes aware that variation will be necessary.

7. TERMINATION OF AGREEMENT

This agreement will be considered terminated If:-

- a) The person/s or Company responsible for making payment for this service fails to pay any money owing to the PC after seven (7) days of that money becoming payable; or
- b) The person/s or Company responsible for making payment for this service 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 composition or Scheme of Arrangement with creditors, has 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 Mortgagee taking possession of any part of its property, has an Administrator or a Provisional Liquidator appointed, becomes insolvent or bankrupt; or
- c) The Owner or the person/s or Company responsible for making payment for this service breaches the agreement in any respect; or
- d) The Construction Certificate or Complying Development Certificate is not capable of being issued within 180 days or six (6) months (whichever is the lesser) from the date of application; or
- e) The Owner, for any other reason, does not permit the Accredited Certifier to issue the Occupation Certificate within

60 days from the date of practicable completion, occupation or use of the proposed development; or

- f) The Owner does not permit the Accredited Certifier to issue the Occupation Certificate within 60 days from the date of practicable completion; or
- g) Within 2 years of the date of issue of the Construction Certificate or Complying Development Certificate, the PC has not been advised by the owner, in writing, that the building works have been completed or if an Occupation Certificate has not been issued by the PCA, then:
- h) The PCA 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.
- i) If the PCA terminates the agreement then for any of the above the owner will not be entitled to any refunds for works not inspected or OC's not issued..
- j) If the PCA terminates the agreement, the PCA is entitled to
- k) carry out a final inspection, at the Owner's expense, prior to termination if not paid prior.
- l) 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:
- m) the need to terminate this agreement or the Building Agreement;
- n) any matters of non-compliance with the Act on the part of the Owner or any other contractors.

8. DISPUTE RESOLUTION

Any dispute of whatever nature to do with this agreement must be referred to mediation.

If either party believes there is a dispute under this agreement it must give Notice of the dispute to the other party.

The mediator must be appointed by the AAC.

The mediation will be invoked by either party serving Notice on the AAC and the other party within seven (7) days of a party being notified of a dispute.

Both parties must attend the mediation and must co-operate with the mediator and each other and shall give the mediator whatever the mediator requests. If the mediator resolves the dispute the resolution must be evidenced by a written agreement that is signed by the mediator and the parties.

If the mediation fails then either party may take action to resolve the dispute in a court of competent jurisdiction.

Both parties will remunerate the mediator on 50/50% basis regardless of any alleged fault and regardless of the outcome.

The AAC may request mediation funds to be placed into an AAC trust account before the mediation commences and may request payment of additional moneys from time to time until the mediation is concluded.

9. MISCELLANEOUS

If for whatever reason an Occupation Certificate is not issued whether it be on account of the insolvency of the Owner, the disappearance of the Owner or the termination of the agreement, the PC's responsibilities under the agreement cease forthwith. With respect to any liabilities that may be occasioned under Part 4 of the Act the PC will be able to give evidence that no action can be brought 10 years after the date upon which the act that evidenced the ending of the agreement occurred.

In the event that an Occupation Certificate is requested following a period greater than 12 months after the undertaking a Final Inspection an additional charge will be applied and charged to the Owner of the premises, as determined by the PC.

10. ADDRESS FOR NOTICES

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 PC.

11. DEFINITIONS

The Act means the Environmental Planning and Assessment Act 1979 (NSW). All amendments and references to the Act also mean amendments and references to the Regulations.

AC means Accredited Certifier

AAC means the Association of Accredited Certifiers

Alternative Solution has the same meaning as the term in the National Construction Code.

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.

Competent people means people authorised to carry out any work associated with Building Works under the Act and includes contractors.

Complying Development Certificate/CDC means a Complying Development Certificate within the meaning of the Act.

Conflict of Interest has the same meaning as the term defined by the Building Professionals Act 2005 or amendments.

Construction Certificate/CC 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 or the NCC of the current year when the approval is approved.

Development Consent means a Development Consent within the meaning of the Act.

DOP means the Department of Planning.

Fire Safety Certificate means meaning of the Act.

Inspection Schedule means the mandatory inspections required under the Act.

Notice includes any notice issued in respect of notices

Occupation Certificate/OC means the final inspection as per the Environmental Planning and Assessment Act and or Regulations.

Owner means the owner or the owner's agent.

PC means Principal Certifier