

Contract

Made under the BDAC act Current 11/02/2019

Once complete this application form becomes part of the contract required by the Building Professionals Regulation cl 19, or the Building and Development Certifiers Act.

This application is for (circle one below);

Construction Certificate appointment of PC and Occupation Certificate

Complying Development Certificate appointment of PC and Occupation Certificate

Appointment of PC and Occupation Certificate

Who is the applicant?. The Builder cannot be the applicant for a Construction Certificate

Name _____

Phone number _____

Email _____

Mailing Address _____

Signature _____ Date _____

Details of Land to be Developed

Flat/Street no. _____ Street name _____

Suburb/Town _____ Post code _____

Council area _____ Lot _____ DP _____

DA number and date of determination (does not apply to Complying Development) _____

Builders details (Enter NYK if not known yet)

Name _____ Licence no. _____

Phone number _____

Email _____

Mailing Address _____

Signed;

What is the proposed development? *Eg. additions to a dwelling, new dwelling, new inground pool...*

Description: _____

What is the BCA class of the Building? *(circle as appropriate, your proposal may include several classes)*

- Dwelling 1a
- Boarding house 1b
- Shed carport garage 10a
- Pool, fence, wall, 10b
- Other Class 2,3,4,5,6,7,8,9

Description of proposal as required by the EP&A Regulation Schedule 1. *(this information should be shown on your proposed plans)*

What's the site (property) area? _____ How many storeys in the proposed building? ____

What is the total floor space of the proposed building? _____

How many dwellings are on the property already? _____

Are any existing dwellings to be demolished? _____ How many dwellings in the proposed building? _____

Is the building to be attached to any other building? _____ Does the land contain a dual occupancy? ____

What's the estimated market value of the work, including materials and all labour? _____

How much asbestos will be removed disturbed or repaired during the development? _____ m2_

Do you intend to use any 2nd hand materials? _____ What are the proposed 2nd hand materials?

Please indicate proposed materials by circling below;

Wall Linings	Code	Roof	Code
Brick (double)	11	Tiles	10
Brick (vener)	12	Concrete or Slate	20
Concrete or Stone	20	Fibre cement	30
Fibre cement	30	Steel	60
Timber	40	Aluminium	70
Curtain glass	50	Other	80
Steel	60	Not specified	90
Aluminium	70		
Other	80		
Not specified	90		
Floor	Code	Frame	Code
Concrete or Slate	20	Timber	40
Timber	40	Steel	60
Other	80	Aluminium	70
Not specified	90	Other	80
		Not specified	90

What documents have you provided with this application?

(Not all documents are required for every application. Only tick what you have provided)

Document	Tick if provided, leave blank if not provided.
Development Consent as issued by Council (DA)	
DA stamped plans	
Site plan including existing buildings, proposed buildings, trees, easements, slope of land, neighbouring buildings	
Construction drawings- Floor plan, elevations, sections	
Building specifications	
Manufacturers details of any accredited building product	
Deposited plan	
Title Certificate	
88b Instrument	
Engineers Structural design	
Engineers hydraulic design	
Landscape plans	
DBYD infrastructure location	
Basix certificate (and any associated Naters certificate and Naters plans)	
Section 149(2) or 10.7 Planning certificate	
Bushfire Attack Level Certificate from BPAD qualified consultant	
Bush fire assessment	
Sydney Water approval	
Long Service Levy receipt	
Section 94 or 4.55 contribution receipt	
S306 Notice of requirements	
S73 Notice of requirements	
Other documents	

Owners Consent

I/We are the owners of the lot. We consent to this application for CC/CDC & OC and wish to appoint Che Leonard BPB 1812 as PCA for the development. We have freely chosen to engage this particular certifier and we have read the contract and any document accompanying the contract. We understand the roles and responsibilities of the Certifier.

Name _____ Name _____

Phone number _____ Phone number _____

Address _____ Address _____

Signature _____ Signature _____

All owners must sign above to give consent to the applicant to lodge the application. The owner agrees to be bound by the contract attached to this application form where applicable. **Do not sign this document if you have not received the Fair Trading Information sheet describing the role of the Certifier**

OFFICE USE ONLY. TO BE COMPLETED BY My Certifier

My Certifier Insurance Details: Insurer XL Insurance Co SE T/A Brooklyn
Policy number BXLC-DPI-2018-001132

10 August 2020- 10August 2021

Construction Certificate or Complying Development Certificate

CDC issued under;

- SEPP Exempt and complying codes 2009
- SEPP Affordable Rental Housing 2008
- SEPP Infrastructure 2007
- Council DCP-

Date of receipt of application by My Certifier

Certificate/Quote # _____ Price \$ _____

Certification work required;

Issue CC

Issue CDC

Issue OC

Critical stage inspections required by 109E (3) (d) of the EP&A Act 1979. (Circle those relevant)

1. After the site is established prior to commencing work
2. after excavation for, and prior to the placement of, any footings,
3. prior to pouring any in-situ reinforced concrete building element,
4. prior to covering of the framework for any floor, wall, roof or other building element,
5. prior to covering waterproofing in any wet areas,
6. prior to covering any stormwater drainage connections,
7. after the building work has been completed and prior to any occupation certificate being issued in relation to the building.
8. after the installation of the pool fence, prior to filling of the pool

The agreement

General items

“we” or “us” means My Certifier, it’s employees and subcontracted accredited certifiers

“You” “Your” means the applicant AND the property owner.

“The Builder” means the person carrying out the work, irrespective of whether they are a Licenced Builder under the Home Building Act or not.

1. The full cost of a Construction Certificate/Complying Development Certificate Application and Council lodgement fees are required to be paid at time of application for the Construction Certificate/Complying Development Certificate. This is required by the Building Professionals Act
2. It is your responsibility to ensure that all mandatory inspections are carried out. Failure to comply may prevent issue of an Occupation Certificate
3. Inspection bookings are to be made 48 hrs prior to the required inspection.
4. Additional inspections that arise as a result of the method of the construction or reinspection of defective/incomplete works will be subject to additional inspection fees as determined by us
5. Any additional consultation for dispute resolution, council liaison or compliance advice and action will be charged at \$198/hr inc GST
6. In the case of any legal action, dispute or other matter brought against us, you agree to pay all legal costs, court ordered costs or damages, insurance excesses, increases in our insurance premiums, costs agreed to by mediation or any other cost against us. We will not be liable for any costs beyond the applicable certification fees for the project.
7. Issue of the CC/CDC does not relieve any other person of their responsibilities including compliance with the development consent, BCA or any other legislation or Code. We are not a site supervisor or project manager. We will carry out ONLY the critical stage inspections and ONLY when requested by the Builder or your other representative. Failure to request these inspections can prevent the Occupation Certificate from being issued. We will rely on 3rd party statements for work not directly subject to critical stage inspections.
8. Please see the Building Professionals Board website for detail on the role of the Certifier

Principal Certifying Authorities (PCA) Obligations

1. We agree to carry out mandatory critical stage inspections during the course of construction of the proposed building work as defined in the quote, contract and Consent. Reasonable notice must be given by the applicant or Builder. Reasonable notice will be determined by us at the time of request for inspection.
2. We may choose at any point to have any other qualified accredited certifier carry out the mandatory critical stage inspections.
3. We shall issue an Occupation Certificate for the proposed development when we are satisfied that: a) Any preconditions to the issue of the Occupation Certificate as specified in the Development Consent or Complying Development Certificate have been met; and b) That the building works for which the Certificate has been issued are suitable for occupation or use in accordance with their classification under the Building Code of Australia; and c) A fire safety certificate has been issued (if required).
4. Nomination as PCA is limited to a 2 year time limit. If the Final Occupation Certificate is not issued in that time period we may consider reappointment as PCA. Any fees paid to us for services that are incomplete at the end of that period will be forfeited. Any further engagement will be re quoted at that time.

Builder Obligations

1. The builder 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;
2. The builder must not allow any occupation of the building to be permitted without first obtaining an Occupation Certificate (either Interim or Final) from the Certifier;
3. Before the commencement of any residential building work the builder must provide the PCA with Home Warranty Insurance or an Owner Builder Permit pursuant to the Home Building Act 1989, and satisfy any other preconditions within the development consent
4. The builder must request each mandatory critical stage inspection within a suitable time.
5. The builder must rectify any defects identified by the us during the course of each inspection to the satisfaction of the PCA before the builder carries out any further building work or at such other time as may be agreed to by us;
6. The builder must ensure that a Construction Certificate or Complying Development Certificate has been issued prior to the commencement of any works;
7. The owner builder must engage subcontractors with relevant licences as required by any relevant legislation including but not limited to the Home Building Act;
8. The builder must attend any meetings if required by the PCA to do so;
9. The builder must comply with any notices or orders that the PCA issues;
10. The builder must provide certification for various components of works and materials used during construction in the format as specified by us
11. In the case of Swimming Pools, the Owner and Builder confirm they are aware of the requirements of the Swimming Pools Act, including the requirement to provide a barrier around the pool at all times.

Owner Obligations

1. The owner agrees to pay all fees and charges at the time of application, in accordance with attached invoice, or a fee proposal;
2. The owner agrees to pay any unforeseen charges within 21 days of charge occurring;
3. The owner must ensure that the subject property is accessible for us to carry out our obligations under this Agreement. The owner agrees the builder or builders representative may request inspections. The owner is liable for any reinspection fees.
4. The owner must not occupy the building, nor allow anyone else to occupy the building until an Occupation Certificate (either interim or final) has been issued by the us;
5. The invoice price is issued under the assumption that the approved work will be completed within a reasonable time. Any work continuing for more than 2 years after the date of issue of the Construction Certificate or Complying Development Certificate will be subject to additional charges as determined by My Certifier. The charges include additional inspections, changes to Certification costs, long term insurance, additional record keeping costs.

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6. The owner agrees to pay any charges that may have been incurred due to further inspections, modifications and the like prior to the issue any Occupation Certificate. Issue of an interim OC will incur an additional charge.
 7. If we terminate this Agreement based on any action or lack of action required by the owner or builder, then the 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.
 8. The owner confirms any details provided on the plans and supporting documentation is accurate and relevant to all matters pertaining to the proposal. Any misleading or incorrect information supplied in obtaining the approval may invalidate the certificate and costs incurred as a result, will be the responsibility of the owner.
 9. The owner agrees to provide the us with access to the subject property during any reasonable business hours for the purposes of any required inspection.
 10. The owner confirms that no work subject to this certification has started prior to this application, and no work will commence until the Certificate is issued and notice has been provided to the PCA and Council.

Termination of this Agreement

1. This Agreement may be terminated if any of the following occurs:- a) Building works are commenced without the issue of a Construction Certificate or Complying Development Certificate; b) The owner or builder fails to provide Home Warranty Insurance or Owner Builder Permit pursuant to the Home Building Act 1998 if the building work is residential building work; c) If the owner, builder or any other person involved in the development breaches the requirements of the Environmental Planning and Assessment Act/Regulations. d) If the owner or principle contractor fails to provide sufficient or accurate documentation in support of any part of the development e) If misleading or inaccurate information or details are supplied in obtaining any certificate under the Environmental Planning and Assessment Act/Regulations. f) Withdrawal of the application will be subject to fees proportional to the works carried out at the time of withdrawal. Withdrawals will only be accepted in writing.

Replacing the PCA The appointed PCA can only be changed or replaced by another PCA with the approval of the Building Professionals Board or by mutual agreement of the appointed and proposed PCA.

Governing Law

The parties agree that this Agreement is governed by the laws of New South Wales and in particular the Environmental Planning and Assessment Act and its Regulations and Building Professionals Act and its Regulations, or the Building and Development Certifiers Act and Regulation. Further information relating to the requirements of contracts and payments for the services by the Certifying Authority can be found on the Fair Trading Website

Information about registered certifiers – building surveyors and building inspectors

Important: this is a summary document only.

Before signing any contract for certification work, make sure you understand your obligations and what you are agreeing to. The Fair Trading website has more information about certifiers.

Under section 31(2) of the *Building and Development Certifiers Act 2018* and clause 31 of the *Building and Development Certifiers Regulation 2020*, a contract to carry out certification work must be accompanied by an applicable document made available on the website of the Department of Customer Service (which includes NSW Fair Trading)¹. This is the applicable document for certification work involving a certifier registered in the classes of **building surveyor** or **building inspector**, working in either the private sector or for a local council.

This document summarises the statutory obligations of the registered certifier who will assess your development and your obligations as the applicant for the development. It also sets out the types of information that can be found on Fair Trading's online register of registrations and approvals.

Obligations of registered certifiers

The general obligations of registered certifiers include compliance with their conditions of registration, to hold professional indemnity insurance, comply with a code of conduct and avoid conflicts of interest.

Who does a registered certifier work for?

A registered certifier is a public official and independent regulator, registered by the Commissioner for Fair Trading.

Certifiers must carry out work in a manner that is impartial and in the public interest, even if this is not in the interests of the applicant, developer, or builder. Receiving a certificate is not guaranteed – the applicant is paying for the certifier to assess the application and determine *whether or not* a certificate can be issued.

It is a serious offence to attempt to bribe or influence a certifier, attracting a maximum penalty of \$110,000 and/or two years imprisonment.

¹ Visit www.fairtrading.nsw.gov.au and search 'certification contracts'.

Obligations of the applicant

An applicant is the person seeking a certificate, or engaging a certifier for other certification work, under the *Environmental Planning and Assessment Act 1979*.

As an applicant, you have the following obligations:

- Appoint, and enter into a contract with, your chosen certifier.
- Pay the certifier's fees before any certification work is carried out.
- Communicate with your builder to ensure the certifier is notified when work reaches each stage. If a mandatory inspection is missed, the certifier may have to refuse to issue an occupation certificate.
- Follow any written direction issued by the certifier and provide any requested additional information to assess an application.
- Meet the conditions of any development consent and ensure the development is carried out in accordance with the approved plans.

What does a registered building surveyor do?

Registered **building surveyors** issue certificates under the *Environmental Planning and Assessment Act 1979* (construction certificates, complying development certificates and occupation certificates), act as the **principal certifier** for development, and inspect building work.

The principal certifier will attend the site to carry out mandatory inspections at certain stages. When construction is complete, the certifier may issue an occupation certificate, which signifies that the work:

- is 'suitable for occupation' – this does not necessarily mean all building work is complete
- is consistent with the approved plans and specifications
- meets all applicable conditions of the approval.

The certifier does not manage or supervise builders or tradespeople or certify that the builder has met all requirements of the applicant's contract with the builder.

What does a registered building inspector do?

Registered **building inspectors** carry out inspections of building work² with the approval and agreement of the principal certifier. Building inspectors are not authorised to issue certificates or be appointed as the principal certifier.

² Building inspectors may inspect class 1 and 10 buildings under the Building Code of Australia; that is, houses, duplexes and the like; garages and sheds; and structures such as swimming pools, retaining walls and fences.

Principal certifier enforcement powers

If the principal certifier becomes aware of a non-compliance with the development approval, the certifier must, by law, issue a direction to you and/or the builder, requiring the non-compliance to be addressed. If it is not, the certifier must notify the council which may take further action.

The certifier is also required to respond appropriately if a complaint is made about the development.

Finding more information on certifiers

Details of the class of registration each certifier holds, their period of registration, professional indemnity insurance and disciplinary history can be found at www.fairtrading.nsw.gov.au:

- [Details of registered certifiers](#) (or search 'appointing a certifier' from the homepage)
- [Disciplinary actions against certifiers](#) (or search 'certifier disciplinary register' from the homepage).

Questions?

The Fair Trading website www.fairtrading.nsw.gov.au has information about certifiers, enforcement powers, how to replace a certifier and resolving concerns about a certifier:

- Search '[what certifiers do](#)' for information about a certifier's role and responsibilities.
- Search '[concerns with development](#)' for information about enforcement powers of certifiers, councils and Fair Trading, and how to resolve concerns about a certifier.

The NSW Planning Portal at www.planningportal.nsw.gov.au provides information on the NSW planning and development certification system.

Note, although Fair Trading regulates certifiers, it does not mediate in contract disputes and does not regulate the actions of councils. Visit the Fair Trading website for more information.