

CONTRACT FOR CERTIFICATION WORK AND APPOINTMENT OF PRIVATE CERTIFYING AUTHORITY

Under section 31(2) of the Building and Development Certifiers Act 2018 and clause 31 of the Building and Development Certifiers Regulation 2020.

**This document must be accompanied by the relevant information sheet/s as published on the Fair Trading website*

Part A

INTRODUCTION

- Council is a certifying authority and employs accredited certifiers who are authorised to carry out certification work on behalf of Council.
- Section 31 of the *Building and Development Certifiers Act 2018* says that Council must not carry out certification work for a person unless it has entered into a written contract with that person.
- This document, when signed, forms the contract between you and the Council for the purposes of s.31 of the Act.
- The rights and responsibilities of each party to this contract are set out in the following Attachment, which forms part of this contract .
- In the event that a dispute arises in relation to this contract, the parties agree to use their best endeavours to resolve the dispute.
- Words and terms used in this Agreement are defined in the Dictionary (page 4)

Part B

PARTIES TO THE AGREEMENT

Narrabri Shire Council (Council)
 46-48 Maitland Street | PO Box 261, NARRABRI NSW 2390
 Ph: 02 6799 6866
 Email: council@narrabri.nsw.gov.au

and

The 'Client'

Name of the Client:

Address of Client

Postal Address of Client

Phone Number

Mobile Number

Email Address

Part C

PERSONS WHO MAY CARRY OUT THE CERTIFICATION WORK AND INSPECTIONS

- Certification work under this agreement may be carried out by any of the following employees of Council on behalf of Council, subject to the terms of their accreditation :

Anna Booby, BPB1157

- Inspections required under the Environmental Planning and Assessment Act 1979 may be carried out by any of the following employees of Council subject to the terms of their accreditation:

Anna Booby, BPB1157

Council will notify you in writing if any other person is to carry out certification work and/or inspections prior to that work being undertaken.

Part D

THE DEVELOPMENT

Description of the development :(eg. Single Story Dwelling)

Formal particulars of the title of the development site:

Development consent details: (tick Appropriate box/s and complete as applicable)		
<input type="checkbox"/> Development consent granted by consent authority	<input type="checkbox"/> Development consent given by the issue of a complying development certificate (CDC)	<input type="checkbox"/> Part 4A certificates issued
Name of consent authority	Name of certifying authority	Type certificate issued
DA consent number	CDC number	Certificate number
Date of consent	Date of CDC	Date of certificate
Details of approved document details of plans, specifications and other documents approved by development consent/CDC		Details of plans, specifications and other documents the subject of any part 4A certificate:

Part E

CERTIFICATION OF WORK TO BE PERFORMED

Determination of application for Development Certificates

(Tick one or more boxes as appropriate)

- Determination of application for a CDC*
- Determination of application for a construction certificate*
- Determination of application for a subdivision certificate*
- Determination of application for a compliance certificate*
- Determination of application for an occupation certificate*
- Determination of an application for a strata certificate*

Undertaking the Functions of Principal Certifying Authority (PCA)

- Undertaking the functions of PCA for the development*

**Refer to relevant Attachment(s) that contain the statutory obligations of the registered certifier and your obligations as the applicant for the development.*

Part F

FEES AND CHARGES

Fees and charges are set out in the following attachment, which forms part of this contract

Part G

SIGNATURES

By signing this contract the client declares that they:

- i. have freely chosen to engage the certifier, and
- ii. have read the contract and any accompanying document/s and understands their responsibilities and those of the certifier

Signed/executed by or on behalf of the Council

Date

Signed/executed by or on behalf of the Client

Date

Accredited certifier means the holder of a certificate of accreditation as an accredited certifier under the Act

Applicable environmental planning instrument means the State Environmental Planning Policy or the Local Environmental Plan nominated by the Client as the instrument against which an application for a complying development certificate is to be assessed.

BASIX means the Building Sustainability Index

BCA means the Building Code of Australia.

BDC Act means the Building and Development Certifiers Act 2018

Certification work means:

- A. the determining of an application for a development certificate
- B. the issue of a development certificate
- C. carrying out the functions of a PCA
- D. carrying out of inspections for the purposes of section 109E(3)(d) of the EP&A Act
- E. carrying out inspections under section 22 Swimming Pools Act 1992 and issuing certificates of compliance under that Act

Contractor licence means a licence issued under the Home Building Act 1989 Development certificate means:

- A. a certificate under Part 4A of the EP&A Act, being:
 - a construction certificate
 - a compliance certificate
 - a sub-division certificate
 - an occupation certificate
- B. a complying development certificate
- C. a strata certificate issued under the Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes (Leasehold Development) Act 1986

EP&A Act means the Environmental Planning and Assessment Act 1979

EP&A Regulation means the Environmental Planning and Regulation 2000

Owner-builder permit has the meaning given to it by the Home Building Act 1989

PCA means a principal certifying authority appointed under section 109E of the EP&A Act

ATTACHMENT: Application for a Complying Development Certificate (CDC)

RIGHTS AND RESPONSIBILITIES OF COUNCIL

The Council agrees to perform all work necessary to comply with relevant statutory requirements and to facilitate timely determination of the application, including :

1. Providing a blank copy of CDC application form to the Client .
2. If necessary, obtaining a certificate under section 10.7 of the EP&A Act.
3. If the development is on a site which affects an existing building, inspecting, or arranging for another accredited certifier to inspect, the building and preparing a record of the inspection.
4. If clause 130(2A) or 130(2E) of the EP&A Regulation applies to the application (i.e. where there is an alternative solution relating to fire safety requirements) obtain a compliance certificate or written report from a fire safety engineer or another accredited certifier that satisfies the requirements of clause of the 130 EP&A Regulation.
5. .Assessing whether the proposed development satisfies the development standards set out in the relevant environmental planning instrument, development control plan and the EP&A Regulation.
6. Determining the application and preparing a notice of the determination.
7. If the application is granted:
 - A. preparation of a complying development certificate and endorsement of all relevant plans, specifications and other documents
 - B. preparation of any associated fire safety schedule or fire link conversion schedule
 - C. determining whether any long service levy payment is required to be made, and if so, that the amount has been paid.
 - D. determining if any contributions plan requires the CDC to be subject to a condition requiring a monetary payment.
 - E. issuing the CDC to the Client together with associated endorsed plans, specifications, and other approved documents.
 - F. forwarding copies of documents prepared to statutory authorities, including the NSW Rural Fire Service, as required by the EP&A Regulation.

RIGHTS AND RESPONSIBILITIES OF CLIENT

1. The Client agrees to respond in a timely manner to any request from the Council for information concerning the proposed development.
2. The Client may terminate this agreement for any reason on the giving of at least two weeks written notice to the Council.
3. The Client agrees to pay all fees and charges set out in the Estimate/Quote issued on or before lodgement of the application.

Quote No: _____

This fee does not include the costs of any service provided by a third party and any fees for obtaining or lodging documents.

RIGHTS AND RESPONSIBILITIES OF COUNCIL

The Council agrees to perform all work necessary to comply with relevant statutory requirements and to facilitate timely determination of the application, including :

1. Providing a blank copy of CC application form to the Client.
2. If necessary, obtaining a certificate under section 10.7 of the EP& A Act
3. If the development is on a site which affects an existing building, inspecting, or arranging for another accredited certifier to inspect, the building and preparing a record of the inspection.
4. If clause 144 of the EP& A Regulation applies to the development (i.e. alternative solutions for certain fire safety measures), applying to the Fire Commissioner for an initial fire safety report.
5. If clause 144A of the EP& A Regulation applies to the application (i.e. where there is an alternative solution relating to fire safety requirements) obtaining a compliance certificate or written report from a fire safety engineer.
6. Assessing whether the application satisfies the requirements of the EP&A Regulation, including compliance with the BCA, the development consent and any pre-conditions to the issue of a CC.
7. Determining the application and preparing a notice of the determination.
8. If the application is granted:
 - A. preparing a construction certificate
 - B. endorsing all relevant plans, specifications, and other documents
 - C. preparing any associated fire safety schedule or fire link conversion schedule
 - D. determining if any long service payment levy is required to be made, and if so, that the amount (or instalment) has been paid.
 - E. determining if any security, or monetary payment, or levy under sections 7. 11 or 7.12 of the EP&A Act are required before the CC is issued.
 - F. issuing the CC to the Client together with associated endorsed plans specifications and other approved documents.
 - G. forwarding copies of documents prepared to the consent authority as required by the EP&A Regulation.

RIGHTS AND RESPONSIBILITIES OF CLIENT

1. The Client agrees to respond in a timely manner to any request from the Council for information concerning the proposed development.
2. The Client acknowledges the necessity for compliance with the conditions of development consent.
3. The Client may terminate this agreement for any reason on the giving of at least two weeks written notice to the Council.
4. The Client agrees to pay all fees and charges set out in the Estimate/Quote issued on or before lodgement of the application.

Quote No _____

This fee does not include the costs of any service provided by a third party and/or any fees for obtaining or lodging documents.

RIGHTS AND RESPONSIBILITIES OF COUNCIL

The Council agrees to perform all work necessary to comply with relevant statutory requirements and to facilitate timely determination of the application, including :

1. Providing a blank copy of an OC application form to the Client.
2. Conducting an inspection of the development and prepare a record of the inspection.
3. If clause 144 of the EP& A Regulation applies to the development (i.e. alternative solutions for certain fire safety measures), applying to the Fire Commissioner for a final fire safety report.
4. Obtaining a final fire safety certificate or interim fire safety certificate as required by the EP& A Regulation.
5. Ensuring that all BASIX requirements required to be complied with before an OC may be issued have been satisfied, including obtaining any necessary BASIX completion receipt.
6. If clause 130(2A) or 144A(1) of the EP& A Regulation applied to the development (i.e. where there is an alternative solution relating to fire safety requirements), obtaining a further compliance certificate or written report from a fire safety engineer with respect to the completed works as required by clause 153A of the EP& A Regulation.
7. Assessing whether the application satisfies the requirements of the EP&A Regulation, including whether any pre-conditions of the development consent or CDC which are required to be met before an OC may be issued, have been met and (where building work has been carried out) whether the work is not inconsistent with the development consent).
8. Determining the application and preparing a notice of the determination.
9. If the application is granted, preparing an OC and issuing it to the Client.
10. Forwarding copies of documents prepared to the consent authority as required by the EP&A Regulation.

RIGHTS AND RESPONSIBILITIES OF CLIENT

1. The Client agrees to respond in a timely manner to any request from the Council for information concerning the proposed development.
2. The Client acknowledges the necessity for compliance with the conditions of development consent.
3. The Client may terminate this agreement for any reason on the giving of at least two weeks written notice to the Council.
4. The Client agrees to pay all fees and charges set out in the Estimate/Quote issued before lodgement of the application.

Quote No _____

This fee does not include the costs of any service provided by a third party and/or any fees for obtaining or lodging documents.

RIGHTS AND RESPONSIBILITIES OF COUNCIL

The Council will perform all work necessary to comply with relevant statutory requirements and to facilitate the timely determination of the application, including:

1. Providing a blank copy of SC application form to the Client.
2. Conducting an inspection of any subdivision work, if necessary.
3. Determining whether any conditions of development consent, or requirements of a planning agreement, which are required to be complied with before a SC may be issued have been satisfied.
4. Determining if a certificate of compliance from a water supply authority is required, and if so, whether one has been obtained.
5. Determining if objector rights of appeal, if any, have lapsed or been determined.
6. Determining if any drainage easement is required by an order under section 40 of the Land and Environment Court Act 1979, and if so, whether such an easement has been provided
7. If any subdivision work has not been completed, determining if any agreement has been reached with the consent authority relating to the payment for, or the giving of security for, the completion of the subdivision work.
8. Determining the application and preparing a notice of determination.
9. If the application is granted, preparing a subdivision certificate and endorsing the plan of subdivision.

RIGHTS AND RESPONSIBILITIES OF CLIENT

1. The Client agrees to respond in a timely manner to any request from the Council for information concerning the proposed development.
2. The Client acknowledges the necessity for compliance with the conditions of development consent.
3. The Client may terminate this agreement for any reason on the giving of at least two weeks written notice to the Council.
4. The Client agrees to pay all fees and charges set out in the Estimate/Quote issued before lodgement of the application.

Quote No _____

This fee does not include the costs of any service provided by a third party and any fees for obtaining or lodging documents.

ATTACHMENT: Application for a Compliance Certificate

RIGHTS AND RESPONSIBILITIES OF COUNCIL

The Certifier will perform, on behalf of the Council, all work that is necessary to comply with relevant statutory requirements and to facilitate the timely determination of the application, including:

1. Conducting an inspection of any building work or subdivision work, if necessary.
2. Where appropriate, determining if a development consent or complying development certificate is in force with respect to building work or subdivision work which is the subject of the application
3. If the application is granted, preparing a compliance certificate and issuing it to the Client.

RIGHTS AND RESPONSIBILITIES OF CLIENT

1. The Client agrees to respond in a timely manner to any request from the Council for information concerning the proposed development.
2. The Client may terminate this agreement for any reason on the giving of at least two weeks written notice to the Council.
3. The Client agrees to pay all fees and charges set out in the Estimate/Quote issued on or before lodgement of the application.

Quote No _____

This fee does not include the costs of any service provided by a third party and any fees for obtaining or lodging documents.

DESCRIPTIVE SERVICES

The Council agrees to perform all work that is necessary to comply with relevant statutory requirements, including:

1. Not later than two days before any building work or subdivision work commences:
 - A. notifying the consent authority of the Certifier's appointment as PCA
 - B. notifying the Client of all inspections that are required to be carried out of the building work or subdivision work.
2. Determining, before any building work or subdivision work commences, that a construction certificate or complying development certificate has been issued for the work.
3. Determining, before any residential building work commences, that either:
 - A. the principal contractor is the holder of a licence under the Home Building Act 1989 and is covered by appropriate insurance, or
 - B. where the work is to be carried out by an owner-builder, that an owner-builder permit has been issued under the *Home Building Act 1989*
4. Carrying out all critical stage inspections of the building work or subdivision work prescribed by the EP&A Regulation or required by the Council, or ensuring that the inspections are carried out by another certifying authority. However, a certifier employed by the Council will personally carry out the last critical stage inspection that is prescribed for a building.
5. Making a record as required by the EP&A Regulation of all inspections that the Council carries out and ensuring that any other certifying authority that has carried out an inspection also prepares a report and supplies it to the Council.
6. Determining whether any inspection (other than the last critical stage inspection) that has not been carried out was due to circumstances that were unavoidable, and whether the work that would have been inspected was satisfactory. Council will make a record of any such missed inspection as required by the EP&A Regulation and provide a copy to the Client. The Council will also notify the principal contractor or owner builder of the missed inspection as required by the EP&A Regulation.
7. Determining applications for occupation certificates or subdivision certificate (subject to separate terms under this Agreement).
8. Taking such steps as Council considers appropriate to address any of the following matters relating to the development:
 - A. non-compliance with the development consent
 - B. the carrying out of work without development consent
 - C. an unauthorised use of a building
 - D. a breach of a law relating to the carrying out of work or the use of the land
 - E. a threat to the safety of a person or a person's property
 - F. any other matter the Council considers to be in the public interest to address
9. Without limiting the actions that Council may take, Council may:
 - A. attend the site or nearby properties to inspect any issue of concern relating to the development
 - B. confer with any person in relation to any issues of concern
 - C. cause correspondence to be issued to any person
 - D. refer any matter of concern to such persons or authorities as the Council considers appropriate, including the consent authority, NSW Fair Trading or an environmental protection agency
 - E. issue notices under Schedule 5 of the EP&A Act

RIGHTS AND RESPONSIBILITIES OF CLIENT

1. The Client agrees to respond in a timely manner to any request from the Council for information concerning the proposed development.
2. The Client acknowledges that inspections are required to be carried out of the building work or subdivision work and agrees to ensure that building personnel are aware of these inspections.
3. The Client agrees to give the Council not less than two days notice before the commencement of any building works.
4. The Client acknowledges the necessity for critical stage inspections and compliance with the conditions of development consent.
5. The Client acknowledges that the Council must be given not less than 48 hours notice before any 'critical stage inspection' or other inspection is required.
6. The Client may terminate this agreement for any reason on the giving of at least two weeks written notice to the Council.
7. The Client agrees to pay all fees and charges set out in the Estimate/Quote issued on or before lodgement of the application.

Quote No: _____

This fee does not include the costs of any service provided by a third party and any fees for obtaining or lodging documents.
