

APPLICATION FOR COMPLYING DEVELOPMENT CERTIFICATE



This application is to engage Silver Certifiers Pty. Ltd. for the following services;

Please mark all boxes

Date received (office use only):

<input checked="" type="checkbox"/> Complying Development Certificate	<input checked="" type="checkbox"/> Appointment of PCA	<input checked="" type="checkbox"/> Contract for Certification Work
At such time when the works are completed and in accordance with the development consent, the approved plans and pre conditions, I/we hereby apply for an Interim/Final Occupation Certificate <input checked="" type="checkbox"/>		

Note: A Complying Development Certificate has no affect if issued after the building works to which it relates have commenced on the site.

1. APPLICANT AND CONSTRUCTION DETAILS

APPLICANT/OWNERS DETAILS

	Applicant/Owner 1	Owner 2	Owner 3
First Name			
Surname			
Street Address			
Suburb			
Post Code			
Telephone			
Email			

CONSTRUCTION LOCATION

Lot No.:	Deposited Plan (DP):
House No.:	Street Name:
Suburb:	Post Code:

ENVIRONMENTAL PLANNING INSTRUMENT

Mark the name of the Environmental Planning Instrument under which the development is to be assessed.

☐ SEPP (Exempt and Complying Development Codes) 2008. ☐ SEPP (Affordable Rental Housing) 2009. i.e. Granny Flat

Local Council name:

NOMINATED BUILDER OR OWNER BUILDER

Company Name:		
Contact Person:	Telephone:	
Address:		
Suburb:	Post Code:	Mobile:
Fax:	Email:	
Builders Lic. No.:	Owner Builder Permit No.:	

INVOICE DETAILS

<input type="radio"/> Applicant above			
<input type="radio"/> Other	Company Name:	ABN:	
	Address:		
	Email:	Mobile:	

2. DESCRIPTION OF BUILDING WORK

THE DEVELOPMENT

Describe the proposed building works	
Estimated cost of works	
BCA Classification	<input type="checkbox"/> Class 1a - New House, Alterations & Additions to Dwelling, Duplex, Granny Flat.
	<input type="checkbox"/> Class 10a - Garage, Carport, Shed, Cabana, Awnings, Decks.
	<input type="checkbox"/> Class 10b - Swimming pools, Retaining Walls, Fences.
	<input type="checkbox"/> Other Class

3. PRINCIPAL CERTIFYING AUTHORITY APPOINTMENT AND OWNERS/APPLICANT DECLARATION

- I/We the owners of the subject property hereby consent to the appointment and engagement of;
☐ Sam Pratt or ☐ _____
to fulfil the role of Principal Certifying Authority (PCA) as outlined in the *Environmental Planning and Assessment Act 1979*.
- I/We understand that this PCA engagement shall be subject to the Terms and Conditions of the Certifying Authority Contract which I/We have read, understood and hereby accept.
- I/We understand that it is my/our responsibility to ensure that sufficient notice is given to Silver Certifiers Pty Ltd to carry out the mandatory critical stage inspections or make arrangements with the Builder to carry out this function on my/our behalf.
- I/We declare that I/we will notify Silver Certifiers Pty Ltd (PCA) at the earliest possible instance of any changes of the appointment of the Builder and ensure any mandatory insurances required by the incoming Builder in accordance with the *Home Building Act 1989* are in place.
- I/We authorise the right of entry for any certifying authority arranged by Silver Certifiers Pty Ltd to carry out inspections required by the PCA under this Certifying Authority Contract.
- I/We consent to the transfer of the PCA to another Accredited Certifier and agree to pay any associated costs if the original PCA ceases employment with Silver Certifiers Pty Ltd or becomes unable to fulfil their duties as the PCA for any reason.
- I/We acknowledge that failure to comply with any of the PCAs requirements may result in the PCA issuing a Notice of Intention to Serve an Order/or further legal actions being undertaken.
- I/We, to the best of my/our knowledge, have completed all details in this application in a correct and accurate manner and hereby indemnify the appointed PCA and Silver Certifiers Pty Ltd against any damage, losses or suffering as a result of incorrect information provided under that section;
- I/We the applicants agent, have obtained consent from the owner/s of the property to apply for this Certificate. Such written consent will be provided with this application if applicable.
- I/We understand that completing this application does not authorise commencement of building works and also understand that this Application is not complete until all required documentation has been satisfactorily received by Silver Certifiers Pty Ltd.
- I/We understand that the Commencement of Building Works cannot be any earlier than 2 business days after the appointment of PCA has been accepted and therefore declare no building works will commence prior to this date;
- I/We or our agent agrees to pay all fees and charges at the time of application or in accordance with the application invoice or fee proposal. Failure to do so may result in the suspension or termination of the application/contract by Silver Certifiers Pty Ltd.

As owners/applicant of the property, I/we consent to this Application, PCA appointment, Occupation Certificate application and Contract for Certification Work.

Applicant/Owner 1 Signature:	Owner 2 Signature:	Owner 3 Signature:
X	X	X
Name:	Name:	Name:
Date:	Date:	Date:

4. CONSTRUCTION DATA COLLECTED FOR AUSTRALIAN BUREAU OF STATISTICS

Please complete this ABS data sheet if you are constructing a new building with a floor, wall, frame and roof. Not applicable for swimming pools and other small unenclosed structures.

ALL NEW BUILDINGS (Please complete the following)

How many storeys (<i>incl. underground floors</i>) will the proposed building consist of ?	<input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> ____
What is the gross floor area of the new building?	m ²
What is the gross site area on which the proposal will be constructed?	m ²

RESIDENTIAL BUILDINGS ONLY (Please complete the following for residential buildings)

How many dwellings will be constructed?	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2
How many pre-existing dwellings are there on the site already?	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2
How many dwellings will be demolished?	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2
If the proposal includes a new dwelling/s will it be attached to another new building?	<input type="radio"/> Yes <input type="radio"/> No
Does the site contain a Dual Occupancy? (A dual occupancy is defined as two dwellings on the one site)	<input type="radio"/> Yes <input type="radio"/> No

MATERIALS (Please indicate the materials to be used in the construction of the new building/s)

Walls	Code	Roof	Code	Floor	Code
Brick (Double)	<input type="checkbox"/> 11	Tiles	<input type="checkbox"/> 10	Concrete or Slate	<input type="checkbox"/> 20
Brick (Veneer)	<input type="checkbox"/> 12	Concrete or Slate	<input type="checkbox"/> 20	Timber	<input type="checkbox"/> 40
Concrete or Stone	<input type="checkbox"/> 20	Fibre Cement	<input type="checkbox"/> 30	Other	<input type="checkbox"/> 80
Fibre Cement	<input type="checkbox"/> 30	Steel	<input type="checkbox"/> 60	Not Specified	<input type="checkbox"/> 90
Timber	<input type="checkbox"/> 40	Aluminium	<input type="checkbox"/> 70	Frame	Code
Curtain (Glass)	<input type="checkbox"/> 50	Other	<input type="checkbox"/> 80	Timber	<input type="checkbox"/> 40
Steel	<input type="checkbox"/> 60	Not specified	<input type="checkbox"/> 90	Steel	<input type="checkbox"/> 60
Aluminium	<input type="checkbox"/> 70			Aluminium	<input type="checkbox"/> 70
Other	<input type="checkbox"/> 80			Other	<input type="checkbox"/> 80
Not Specified	<input type="checkbox"/> 90			Not Specified	<input type="checkbox"/> 90

5. PRIVACY POLICY

The information you provide in this application is required under the *Environmental Planning and Assessment Act 1979* if you undertake building works. If you do not provide the information to the Council or the private certifier (Silver Certifiers Pty Ltd), you cannot commence work. The information will be held by the private certifier and by Council.

The applicant is taken to have indemnified all persons using this application & any accompanying documents in accordance with the *Act* against any claim or action in respect of breach of copyright.

6. CONTRACT FOR CERTIFICATION WORK

In accordance with Section 73A of the *Building Professionals Act 2005*, an Accredited Certifier must not undertake any certification work without having first been engaged by you the Client.

Please note the checked box "Contract for Certification Work" on page 1 and your signing of this application, means you have engaged an Accredited Certifier to perform certification work and accepted our agreed fees and the Certifying Authority Contract Terms and Conditions.

ACCREDITED CERTIFIER

The Certifiers engaged by Silver Certifiers Pty Ltd are accredited under the *Building Professionals Act 2005*, and are authorised to carry out the mandatory building inspections. The following person/s has been contracted to ensure the work will comply with the relevant statutory requirements.

Name	Accreditation No.	Address	Contact No.
<input type="radio"/> Sam Pratt	BPB 0732	PO Box 75 Marrickville NSW 1475	0448 448 909
<input type="radio"/>			

ACCREDITED CERTIFIER INSURANCE DETAILS

Name	Insurer	Address
<input type="radio"/> Sam Pratt	Brooklyn Underwriting Pty Ltd / Lloyds of London	156 Gloucester Street, Sydney 2000
<input type="radio"/>		

Refer to BPB website www.bpb.nsw.gov.au for details of certificate of currency.

STATUTORY OBLIGATIONS

The Building Professionals Board (BPB) is the statutory body that accredits the Certifier and administers the *Building Professionals Act, 2005*. Any information or brochures relating to the statutory obligations of an Accredited Certifier if published, can be found on the BPB website.

EFFECT OF CONTRACT

1. 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.

OBLIGATIONS OF THE CERTIFYING AUTHORITY

2. Regarding the issuing of Construction Certificates, Complying Development Certificates and Occupation Certificates.
- 2.1 The Certifying Authority shall issue a Construction Certificate, Complying Development Certificate or Occupation Certificate:-
 - 2.1.1 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
 - 2.1.2 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
 - 2.1.3 The designs comply with the BCA.
- 2.2 The Certifying Authority shall provide the relevant Consent Authority and/or Local Council with a Notice of Determination within 2 days of the determination.
- 2.3 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.
- 2.4 The Certifying Authority may carry out as many inspections as the Certifying Authority considers necessary in addition to any mandatory critical stage inspection
- 2.5 The Certifying Authority shall issue an Occupation Certificate for the Building Works when the Certifying Authority is satisfied that:-
 - 2.5.1 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
 - 2.5.2 The Building Works are suitable for occupation or use in accordance with their classification under the BCA; and
 - 2.5.3 The Building Works or parts do not pose any danger for the occupants in the case of an Interim Occupation Certificate.

OBLIGATIONS OF THE CLIENT

3. The client shall:-
 - 3.1 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.
 - 3.2 Pay the Certifying Authority for the agreed amount when the Client submits an application for a Construction Certificate or Complying Development Certificate.
 - 3.3 Ensure that the site is available for the Certifying Authority to carry out its contractual obligations.
 - 3.4 Use Competent People for all aspects of the Building Works.
 - 3.5 Provide the Certifying Authority with evidence of Home Owners Warranty insurance or Owner Builder Permit (if applicable) not less than 48 hours prior to the commencement of the Building Works.
 - 3.6 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.
 - 3.7 Attend any meetings if required by the Certifying Authority to do so.
 - 3.8 Comply with any Notices that the Certifying Authority issues.
 - 3.9 Provide Compliance Certificates as may be requested by the Certifying Authority.
 - 3.10 Provide all information that the client reasonably can obtain to enable the Certifying Authority to fulfil its contractual obligations.
 - 3.11 Pay the Certifying Authority in accordance with this contract or any signed agreement between the client and the Certifying Authority.
 - 3.12 Act in good faith, in accordance with the Act and in a cooperative fashion.

CONTRACTUAL VARIATIONS

4. If:-
 - 4.1 The Building Works do not commence within 60 days from the date of the execution of this contract; or
 - 4.2 Any Competent Person used by the Client in respect of the

Building Works causes a delay in the progress of the Building Works for more than 21 days; or

- 4.3 Any part of the Building Works are re-designed by the Client or the client's representative; or
- 4.4 Any part of the Building is designed pursuant to a Deemed To Satisfy Provision and is subsequently changed by way of an Alternative Solution; or
- 4.5 More Certificates and / or Modified Certificates are required to be issued by the Certifying Authority than those listed originally agreed to; or
- 4.6 An amendment to any statutory legislation that requires any aspect of the Building Works or the Certifying Authority's work to be varied; or
- 4.7 The Certifying Authority is required to undertake more inspections than those listed in an Inspection Schedule; or
- 4.8 The Client does anything that causes a delay to the Building Works or does anything that delays the ability of the Certifying Authority to carry out its obligations under this contract; or
- 4.9 Any Notice is issued by the Certifying Authority, then:-
- 4.10 The Certifying Authority may:-
 - 4.10.1 Vary this contract to the extent that the Certifying Authority will be able to carry out its contractual obligations; and
 - 4.10.2 Increase the contract price with such increase to be made by way of Notice to the Client stating the reason/s for the increase and the amount of the increase.
- 4.11 The variation will permit the Certifying Authority to claim all costs associated with that delay as reasonably determined by the Certifying Authority.
- 4.12 Notice must be given to the Client in writing when the Certifying Authority becomes aware that a variation will be necessary.

CONTRACTUAL TERMINATION

5. If:-
 - 5.1 The Client fails to pay any money owing to the Certifying Authority after 7 days of that money becoming payable; or
 - 5.2 The Client has an execution levied against it, assigns or attempts to assign its estate for the benefit of its creditors, intends to or attempts to or makes a composition or Scheme of Arrangement with creditors, has a winding up order made against it, intends to or attempts to pass a resolution for winding up, goes into liquidation, has an Official Manager or Receiver appointed, has a Mortgagee taking possession of any part of its property, has an Administrator or a Provisional Liquidator appointed, becomes insolvent or bankrupt; or
 - 5.3 The Client breaches the contract in any respect; or
 - 5.4 A Construction Certificate or Complying Development Certificate is not capable of being issued within 180 days or 6 months (whichever is the lesser) from the date of execution of this contract; or
 - 5.5 The Building Works do not commence within 60 days from the date a Construction Certificate or Complying Development Certificate was issued; or
 - 5.6 The Client does not permit the Certifying Authority to issue any Occupation Certificate within 60 days from the date of practicable completion; or
 - 5.7 The Building Works have commenced without the issuing of a Construction Certificate or Complying Development Certificate, then:-
 - 5.8 The Certifying Authority may terminate this contract by sending a written Notice of Termination, stating the breach/s, to the Client. Termination will take effect as soon as the client receives the Notice of Termination.
 - 5.9 If the Certifying Authority terminates the contract, then the Certifying Authority is entitled to payment of Termination Money.
 - 5.10 Unless the Client disputes the Notice of Termination, the Client must pay all Termination Money to the Certifying Authority within 14 days of receiving a Notice of Termination.
 - 5.11 If the Certifying Authority terminates the contract, the Certifying Authority is entitled to carry out a final inspection, at the Client's expense, prior to termination.
 - 5.12 As from the date of final inspection, the Client must indemnify the Certifying Authority for any liabilities, including but not limited to professional liability and public liability, of whatsoever nature that emanate from:-
 - 5.12.1 The need to terminate this contract or the Building Contract;
 - 5.12.2 Any matters of non-compliance with the Act on the part of the Client or any other contractors.

DISPUTE RESOLUTION

6. Any dispute of whatever nature to do with this contract must be referred to mediation.
- 6.1 If either party believes there is a dispute under this contract it must give Notice of the dispute to the other party.

- 6.2 The mediator must be appointed by the AAC.
- 6.3 The mediation will be invoked by either party serving Notice upon the AAC and the other party within 7 days of a party being notified of a dispute.
- 6.4 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.
- 6.5 If the mediator resolves the dispute, the resolution must be evidenced by a written agreement that is signed by the mediator and the parties.
- 6.6 If the mediation fails, then either party may take action to resolve the dispute in a court of competent jurisdiction.
- 6.7 Both parties will remunerate the mediator on a 50 / 50 % basis, regardless of any alleged fault and regardless of the outcome.
- 6.8 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.

MISCELLANEOUS

7. **Occupation Certificates**
 - 7.1 An Occupation Certificate must be applied for, and issued, within 24 months of the date of the construction approval. Failure to comply with this requirement shall entitle the Certifying Authority to terminate the contract, or to charge additional fees for any inspections, including the Final inspection and issue of any Occupation Certificate.
 - 7.2 If, for whatever reason, an Occupation Certificate is not issued whether it be on account of the insolvency of the Client, the disappearance of the Client or the termination of the Contract, the Certifying Authority's responsibilities under the Contract cease forthwith. With respect to any liabilities that may be occasioned under Part 4 of the Act, the Certifying Authority 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 Contract occurred.

ADDRESS FOR NOTICES

8. Where any Notice is to be forwarded to the client, the address for such Notice shall be the address stated in the application for a relevant Certificate, or to any other address that is notified in writing by the Client to the Certifying Authority.

INSURANCE

9. **Insurance**
 - 9.1 The AC and PCA shall maintain an insurance policy in accordance with the Act and shall provide a copy of that policy to the Owner upon request.
 - 9.2 The extent of any claim or otherwise against the policy held by the AC or PCA or against the AC or PCA in any way shall be limited to five times (5x) the value of the service fee paid to the AC or PCA for the services provided and no more.

DEFINITIONS

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

AAC means the Association of Accredited Certifiers.

Alternative Solution has the same meaning as the term in the Building Code of Australia.

BCA means the Building Code of Australia including all applicable amendments.

Building Contract means the contract to construct the Building Works that the client enters into with the builder.

Building Works means any physical activity associated with the erection of a building.

Certificates mean statutory certificates and non-statutory certificates.

Certifying Authority means a Certifying Authority within the meaning of the Act including a Principal Certifying Authority and a body corporate.

Client means the owner or the owner's agent.

Inspection Schedule means the Inspection Schedule provided in the Notice of Inspections within the meaning of the Act.

Notice includes any notice issued under the Act or this contract.

Practicable Completion means the date the builder has completed the Building Works in accordance with the Building Contract.

Termination Money means the money owing to the PCA if the Certifying Authority terminates the contract in accordance with this contract, being money for work done (with interest if applicable) and for cost incurred (with interest if applicable) and any money that the Client would have been bound to pay to the Certifying Authority if the contract had been totally completed.