

**Contract Agreement for the
Performance of Certification Work (SWC)**

Attachment A to Subdivision Works Certificate Application

Required under the Building Professionals Act 2005 Section 73A

Agreement Between

Wentworth Shire Council and (the client).

PART A - INTRODUCTION

1. The Council is a certifying authority and employs an accredited certifier (the Certifier) who is authorised to carry out the certification work which is the subject of this Agreement on behalf of the Council.
2. The Client seeks to engage the Council to perform certification work on the terms set out in this Agreement.

PART B – INTERPRETATION

Words and terms used in this Agreement are defined in the Dictionary (page 5).

PART C – PARTIES TO THE AGREEMENT

1. The Council

Name of Council

Business Address

Postal Address

Telephone Mobile Email

2. The Client

Name of Client

Residential Address

Postal Address

Telephone Mobile Email

PART D – CERTIFIER'S DETAILS

These are the details of the employee that Council proposes, at the date of the Agreement, to have carry out the certification work. If the Council later decides to have another employee carry out the certification work, the Council will within two days notify the Client in writing of the name and accreditation number of that other employee.

Name of Certifier Accreditation Number

PART E – CERTIFIER’S INSURANCE DETAILS

Only complete if the Certifier holds insurance required by the BP Act. In most cases employees of Council do not hold insurance separate from Council.

Name of Insurer

Address

Policy No. / Identifier Address

Period of Insurance Cover – From

To

Note: Council’s Certifier does not hold insurance separate from Council’s insurance.

PART F – THE DEVELOPMENT

Description of the development

Address of the development

Lot

DP

Development Consent Details (tick appropriate box/s and complete as applicable)

☐ Development consent granted
by consent authority

☐ Development consent given by
the issue of a complying
development certificate (CDC)

☐ Part 6 certificates issued, please
state type of certificate issued

Name of Consent Authority or Certifying Authority

Wentworth Shire Council

Development Consent No. / Complying Development Consent No. or Certificate No.

Date Development Consent /Complying Development Consent or Certificate Issued

Details of Approved Documents

Details of plans, specifications and other documents approved by Development Consent / Complying Development Consent or Part 6 Certificate

Inspections (complete as appropriate)

Any inspections of the development site or the development required under the EP&A Act or the EP&A Regulation will be carried out as follows:

☐ Inspections by the Certifier:

☐ All

☐ None

☐ Specific (list)

☐ Inspections by *(name & accreditation no.)

☐ All

☐ None

☐ Specific (list)

* These are the details of the person that Council proposes, at the date of the agreement, to perform the inspections. In the event that these proposed arrangements change, Council will inform the Client in writing who will be carrying out the inspections as soon as possible after the arrangements are made.

PART G – CERTIFICATION WORK TO BE PERFORMED

1. Determination of Applications for Development Certificates (tick one or more boxes as appropriate)

- ☐ Determination of application for a CDC*
- ☐ Determination of application for a subdivision works 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*

2. Undertaking the functions of Principal Certifying Authority (PCA)

- ☐ Undertaking the functions of PCA for the development*

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

PART H – FEES AND CHARGES

1. Development Certificates

a. Set fees and charges

- i. The fees and charges for the determination of an application for a development certificate are set out in the relevant Attachment(s).
- ii. In respect of any unforeseen contingency work provided for under this Agreement, the Council is to send an invoice to the Client within 21 days after the completion of any such work.

b. Contingency fees and charges

- i. In the case of fees and charges that may be payable for work arising from unforeseen contingencies, the basis on which those fees and charges are to be calculated are set out in the relevant Attachment.
- ii. In respect of any unforeseen contingency work provided for under this Agreement, the Council is to send an invoice to the Client within 21 days after the completion of any such work.

2. PCA functions

a. Set fees and charges

- i. The fees and charges for the Council to carry out the functions as the PCA for the development are set out in the relevant Attachment(s).
- ii. The set fees and charges for the carrying out of the functions as the PCA for the development are to be paid in full before the Council commences to carry out any of those functions.

b. Contingency fees and charges

- i. In the case of fees and charges that may be payable for work arising from unforeseen contingencies, the basis on which those fees and charges are to be calculated are set out in the relevant Attachment.
- ii. In respect of any unforeseen contingency work provided for under this Agreement, the Council is to send an invoice to the Client within 21 days after the completion of any such work.

PART I – STATUTORY OBLIGATIONS (tick appropriate box)

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. The Board is the statutory body that accredits the Certifier and administers the *Building Professionals Act 2005*.

- ☐ A copy of the Board's Information Brochure is attached
- ☐ The Board has not published a brochure as at the date of the Agreement

PART J – DATE OF AGREEMENT

This Agreement is made on the day of 20

PART K - SIGNATURES

Signed/ executed by or on behalf of the Council

Signed/ executed by or on behalf of the Client

DICTIONARY

Accredited certifier	means the holder of a certificate of accreditation as an accredited certifier under the <i>BP Act</i>
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 <i>Building Code of Australia</i>
BP Act	means the <i>Building Professionals Act 2005</i>
Certification work	Means <ul style="list-style-type: none">a) the determining of an application for a development certificateb) the issue of a development certificatec) carrying out the functions of a PCAd) carrying out of inspections for the purposes of section 6.5(1)(b) & 6.27(2)(b) of the EP&A Acte) carrying out inspections under section 22 <i>Swimming Pools Act 1992</i> and issuing certificates of compliance under that Act
Contractor licence	means a licence issued under the <i>Home Building Act 1989</i>
Development certificate	means: <ul style="list-style-type: none">a) a certificate under Part 6 of the EP&A Act, being:<ul style="list-style-type: none">• a subdivision works certificate• a compliance certificate• a subdivision certificate• an occupation certificateb) a complying development certificatec) a strata certificate issued under the <i>Strata Schemes (Freehold Development) Act 1973</i> or the <i>Strata Schemes (Leasehold Development) Act 1986</i>
EP&A Act	means the <i>Environmental Planning and Assessment Act 1979</i>
EP&A Regulation	means the Environmental Planning and Regulation 2000
Owner-builder permit	has the meaning given to it by the <i>Home Building Act 1989</i>
PCA	means a principal certifying authority appointed under section 6.5 of the EP&A Act
Residential building work	has the meaning given to it by the <i>Home Building Act 1989</i>

DESCRIPTION OF SERVICES

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

1. Provide a blank copy of SWC application form to the Client.
2. If necessary, obtain a certificate under section 10.7 of the EP& A Act.
3. If the development is on a site which affects an existing building, inspect, or arrange for another accredited certifier to inspect, the building and prepare 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), apply to the Fire Commissioner for an initial fire safety report.
5. If the development is a residential flat building, obtain a design verification from a qualified designer under clause 50(1A) of the EP& A Regulation.
6. 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) obtain a compliance certificate or written report from a fire safety engineer.
7. Assess 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 SWC.
8. Determine the application and prepare a notice of the determination.
9. If the application is granted:
 - a. prepare a subdivision works certificate.
 - b. endorse all relevant plans, specifications and other documents.
 - c. prepare any associated fire safety schedule or fire link conversion schedule.
 - d. ascertain if any long service payment levy is required to be made, and if so, that the amount (or instalment) has been paid.
 - e. ascertain if any security or monetary payment or levy under sections 7.11 or 7.12 of the EP&A Act are required before the SWC is issued.
 - f. issue SWC to the Client together with associated endorsed plans specifications and other approved documents.
 - g. forward copies of documents prepared to the consent authority as required by the EP&A Regulation.

FEES AND CHARGES

Select one of the following agreements

☐ Fixed Fee Agreement

Council will undertake for a fixed fee all work involved in assessing, determining and finalising the application as set out in the Description of Services, including the costs of any service provided by a third party and any fees for obtaining or lodging documents, **except** for contingency items (if any) specified below.

Fixed Fee \$

Contingency Items#*

☐ Variable Costs Agreement

Council will undertake all work involved in assessing, determining and finalising the application as set in the Description of Services upon the following basis:

Council's Fee for Service \$

Third Party Fees for services (including for another Accredited Certifier's Services)*

\$

Fees for Certificates and Lodgement of Documents*

\$

Contingency Items#*

If applicable, insert description of the contingency item – eg, 'additional inspection if access not available'. If no provision is to be made for contingency items, write 'N/A' *Insert amount or basis of calculation e.g. "At cost" or "\$.....per hour"