

**Contract Agreement for the
Performance of Certification Work**

Attachment A to Subdivision 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 <ol style="list-style-type: none">the determining of an application for a development certificatethe issue of a development certificatecarrying out the functions of a PCAcarrying out of inspections for the purposes of section 6.5(1)(b) & 6.27(2)(b) of the EP&A Actcarrying 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: <ol style="list-style-type: none">a certificate under Part 6 of the EP&A Act, being:<ul style="list-style-type: none">a subdivision works certificatea compliance certificatea subdivision certificatean occupation certificatea complying development certificatea 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 SC application form to the Client.
2. Conduct an inspection of any subdivision work, if necessary.
3. Ascertain if 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. Ascertain if a certificate of compliance from a water supply authority is required, and if so, whether one has been obtained.
5. Ascertain if objector rights of appeal, if any, have lapse or been determined.
6. Ascertain 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, ascertain 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. Determine the application and prepare a notice of determination.
9. If the application is granted, prepare a subdivision certificate and endorse the plan of subdivision.

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"