

Certification Application Form

1. Application Sought

☐ Construction Certificate (CC)

Office Use Only

Date of Receipt

☐ S4.55 Modification

☐ Occupation Certificate – Partial / Part / Whole

Application #:

2. Applicant's Details

☐ Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other:

Given Name(s)

Surname

Street Address

Suburb

State

Postcode

Telephone

Mobile

Fax

Email

Note: The applicant must be the property owner or a person authorised by the owner to lodge the application. A building contractor cannot be the applicant unless they are the owner of the property.

3. Owner's Details

Note: All owners of the property must be listed.

☐ Owner details same as above

☐ Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other:

Given Name(s)

Surname

Street Address

Suburb

State

Postcode

Telephone

Mobile

Fax

Email

4. Subject Property to be Developed

Unit/Street No.

Street Name

Suburb

State

Postcode

Lot / Portion

DP No

Section

Council

5. Description of Building Works

6. Building Classification

Select the appropriate Building Code of Australia Classification(s)

☐ Class 1a☐ Class 1b☐ Class 10a☐ Class 10b

7. Estimated cost of Development

Total estimated cost of Project

\$

including GST

8. Development Details

Does the development involve a BASIX certificate to be obtained?

☐ Yes☐ No

Is any long service payment levy payable under s.34 of the Building Construction Industry Long Service Payments Act 1986?

☐ Yes☐ No

Does the development involve any demolition work which requires the removal of asbestos?

☐ Yes☐ NoIf yes, estimated area of bonded asbestos material that will be disturbed, repaired or removed (in m²):
m²

9. Principal Contractor or Owner Builder

☐ Principal Contractor:

Contractor Licence No.

☐ Owner Builder:

Permit No.

10. Details of Principal Contractor / Owner Builder

Given Name(s)

Surname

Company (if applicable)

Street Address

Suburb

State

Postcode

Telephone

Mobile

Fax

Email

11. Signature of Applicant

Declaration – Please review and tick the following:

- ☐ I/We apply for approval to carry out the development at the subject property detailed above within this application.
- ☐ I/We declare that all the information in this application and checklist is true and correct to the best of my/our knowledge and hereby indemnify the certifying authority and PC against any damage and losses as a result of incorrect information submitted.
- ☐ I/We understand that building works cannot continue until 2 days after the appointment of the PC and it is my/our responsibility to arrange all mandatory critical stage inspections via prior written notice.
- ☐ I/We understand that if a mandatory critical stage inspection is missed or if we do not construct the building in according with the Construction Certificate / Complying Development Certificate approval, the PC will be unable to issue an Occupation Certificate.
- ☐ I/We hereby appoint *Samy Mikhail / Paul Hanna / Joshua Roffaell / Tamer Mikhail* of *Building Certifiers* as the Principal Certifier (PC) for the building / works identified in this application.

(Appointing a PC is mandatory, appointing Samy Mikhail / Paul Hanna / Joshua Roffaell / Tamer Mikhail as the PC is optional)

Name (block letters):

Signature (Applicant)

Date:

12. Owners Consent

Note: All owners of the property must sign below.

☐ I/We authorise the right of entry into the subject property to conduct inspections of building works.

☐ As owner(s) of the property the subject of this Construction Certificate / Complying Development Certificate Application, I/We hereby consent to this application.

Name (block letters):

Owner(s) Signature:

Date:

13. Schedule 1: Building Materials

Please complete the below schedule. The information provided will be sent to the Australian Bureau of Statistics.

Number of Storeys (including underground floors)

Gross floor area of new building (m²)

Gross site area (m²)

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

Floor	Frame	Walls	Roof
☐ Concrete or Slate	☐ Timber	☐ Cavity Brick (Double)	☐ Tiles
☐ Timber	☐ Steel	☐ Brick Veneer (Single)	☐ Concrete or Slate
☐ Other	☐ Aluminium	☐ Concrete or Stone	☐ Fibre Cement
☐ Not Specified	☐ Other	☐ Fibre Cement	☐ Steel
	☐ Not Specified	☐ Timber	☐ Aluminium
		☐ Curtain Glass	☐ Other
		☐ Steel	☐ Not Specified
		☐ Aluminium	
		☐ Other	
		☐ Not Specified	

EFFECT OF AGREEMENT

1. This agreement 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. Nothing in this agreement excludes, restricts, or modifies any rights under the Australian Consumer Law.

OBLIGATIONS OF THE PCA**2. Issuing of Construction Certificates or Complying Development Certificates:**

2.1 The PCA shall issue a Construction Certificate or Complying Development Certificate:-
 · once the PCA is satisfied that the design of the Building work(s) complies with the Development Consent and the Regulations and;
 · once the PCA is satisfied that the design as depicted on the drawings and specification comply with the BCA and;
 · once the Owner pays Building Certifiers Pty Ltd any money owed for work associated with the Issuing of a Construction Certificate or Complying Development Certificate.

2.2 The AC shall provide the Council with a Notice of Determination within two (2) days of the determination.

2.3 During the assessment of the application for a Construction Certificate or Complying Development Certificate, the AC may request as many Certificates or statements from any Certifying Authority or any other party that the PCA considers necessary.

2.4 If during the assessment of the application a conflict of interest becomes apparent the role of the PCA will be transferred another PCA without delay.

3. Inspections

3.1 The PCA shall carry out or arrange to be carried out as many inspections as the PCA considers necessary in addition to those nominated as mandatory by the Environmental Planning and Assessment Act, 1979 (as amended).

3.1 Any inspections undertaken, and the notification of the result of any inspection that has been undertaken, in relation to the subject development can be prepared and provided to the Owner/s solely for the purpose specified, for the Owner/s exclusive use in regard to the property identified only, and on the undertaking/condition that the Owner/s shall not communicate the contents of the notification of result to any third person who might act to his/her detriment on the basis of the notification. The Owner/s agrees to indemnify the accredited certifier and Building Certifiers Pty Ltd against any loss or damage suffered as a result of the Owner/s failure to observe this abovementioned clause. All inspections undertaken are based on a visual inspection and do not comment therefore on aspects, faults or otherwise, which are below ground level, covered up in any way, or which are not apparent at the time of inspection. No indication is given as to the adequate performance of any plumbing, hydraulic, gas or electrical appliance or fitting that may be installed or included in the building or on the site. Any notification of the result of an inspection is not intended to imply compliance or otherwise with any requirements of any Local Government Authority. Any parts of any structures that have been or are covered, unexposed or inaccessible will not be inspected and therefore any notification of the result of an inspection will not have no reference to those parts. Inspections will be conducted in accordance with the Act. Nothing in this clause limits liability arising from negligence, breach of statutory duty, or any guarantee that cannot be excluded under the Australian Consumer Law.

4. Issuing the Occupation Certificate

4.1 The PCA shall issue an Occupation Certificate for the Building Works when the PCA is satisfied that:-

- All conditions of a Local Development Consent or a Complying Development Certificate has been complied with;
- The Building Works are suitable for occupation or use in accordance with their classification under the BCA; and
- A Fire Safety Certificate has been issued (if required); and
- As at the date this agreement is executed, the Building does not pose any danger for the occupants in the case of an form of Occupation Certificate.

4.2 In the event that the nominated PCA cannot fulfil the obligations required by the Act, due to a resignation from his/her employment position with Building Certifiers Pty Ltd or because he/she is unavailable due to leave of any description or because of illness and a transfer of that role is required, the Owner will agree to the transfer of that role to another accredited certifier within Building Certifiers Pty Ltd.

5. Insurance

5.1 The PCA shall maintain an insurance policy in accordance with the Act and shall provide a copy of that policy to the Owner upon request.
 5.2 Liability is limited only to the extent permitted by the Australian Consumer Law.

OBLIGATIONS OF THE OWNER**6 The Owner shall:-**

- Not engage any other PCA after the PCA appointed pursuant to this agreement has been engaged. Breach of this condition will entitle the PCA to recover any losses or costs of whatsoever nature that flow from such breach.
- Ensure that a Construction Certificate or Complying Development Certificate has been issued prior to the commencement of any works.
- Ensure that the site is available for the PCA to carry out its obligations under this agreement.
- Use competent people for all aspects of the building works.
- Provide the PCA with evidence of professional indemnity and public liability insurance for the building work prior to the commencement of any works.
- Provide all relevant drawings, plans, statutory plans and documentation associated with but not limited to any Development Consent, Complying Development Consent and/or any Certificate issued under Part 4A of the Act at the request of the PCA.
- Attend any meetings if required by the PCA to do so.
- Comply with any Notice of Intention to Serve an Order that the PCA issues, if deemed necessary by the PCA.
- Provide Compliance Certificates as requested by the PCA.
- Provide all information that the Owner reasonably can obtain to enable the PCA to fulfil its obligations under this agreement.
- Provide the PCA with the date of practicable completion.
- Act in good faith, in accordance with the Act and in a cooperative fashion.
- Ensure compliance with all conditions of the Development Consent relating to any demolition works prior to the issue of any Occupation Certificate.

VARIATIONS TO THIS AGREEMENT

7. If:- The building works do not commence within 60 days from the date of the execution of this agreement; or

- Any competent person used by the Owner in respect of the building works causes a delay in the progress of the building works for more than 21 days; or
 - Any part of the Building Works are re-designed by the Owner; or
 - 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
 - Additional Construction Certificates and/or Compliance Certificates are required to be issued by an Accredited Certifier; or
 - An amendment to the Act, the BCA or any other law that requires any aspect of the Building Works or the PCA's work to be varied; or
 - The PCA is required to undertake more inspections than those listed as mandatory inspections under the Environmental Planning and Assessment Act, 1979 (as amended); or
 - The Owner does anything that causes a delay to the building works or does anything that delays the ability of the PCA to carry out its obligations under this agreement; or
 - A Notice of Intention to Serve an Order is issued by the PCA; or
 - The PCA is notified of a complaint the Building Professionals Board or a representative from the Local Council with jurisdiction over the subject site, then: the PCA may:-
 - vary this agreement to the extent that the PCA will be able to carry out its obligations under this agreement; and
 - increase the agreement price, such increase to be made by way of Notice to the Owner stating the reason/s for the increase and the total amount of the increase.
- 7.1 The variation will permit the PCA to claim all costs associated with that delay as reasonably determined by the PCA.
 7.2 Notice must be given to the Owner within seven (7) days from the date on which the PCA becomes aware that a variation will be necessary.

TERMINATION OF AGREEMENT

8. If:- The person/s or Company responsible for making payment for this service fails to pay any money owing to the PCA after seven (7) days of that money becoming payable; or

- The person/s or Company responsible for making payment for this service 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
- The Owner or the person/s or Company responsible for making payment for this service breaches the agreement in any respect; or
- The Construction Certificate or Complying Development Certificate is not capable of being issued within 180 days or six (6) months (whichever is the lesser) from the date of application; or
- The building works do not commence within 60 days from the date the Construction Certificate or Complying Development Certificate was issued; or
- The failure of the Owner to complete any works and as a result does not permit the Accredited Certifier to issue the Occupation Certificate within 60 days from the date of practicable completion, occupation or use of the proposed development; or
- The Owner does not permit the Accredited Certifier to issue the Occupation Certificate within 60 days from the date of practicable completion; or
- The building works have commenced without the issuing of a Construction Certificate; or
- Within 2 years of the date of issue of the Construction Certificate or Complying Development Certificate, the PCA has not been advised by the owner, in writing, that the building works have been completed or if an Occupation Certificate has not been issued by the PCA, then:

8.1 The PCA may terminate this agreement by sending a written Notice of Termination, stating the breach/s, to the Owner. Termination will take effect as soon as the Owner receives the Notice of Termination.

8.2 If the PCA terminates the agreement then the PCA is entitled to payment of Termination Money.

8.3 Unless the Owner disputes the Notice of Termination, the Owner must pay all Termination Money to the PCA within 14 days of receiving a Notice of Termination.

8.4 If the PCA terminates the agreement, the PCA is entitled to carry out a final inspection, at the Owner's expense, prior to termination.

8.5 As from the date of final inspection, the Owner must indemnify the PCA for any liabilities, including but not limited to professional liability and public liability, of whatsoever nature that emanate from:

- the need to terminate this agreement or the Building Agreement;
- any matters of non-compliance with the Act on the part of the Owner or any other contractors;

except to the extent that such liability is directly caused by a negligent or unlawful act or omission of the PCA, or any breach of its duty under the Act.

DISPUTE RESOLUTION

9. Any dispute of whatever nature to do with this agreement must be referred to mediation.

9.1 If either party believes there is a dispute under this agreement it must give Notice of the dispute to the other party.

9.2 The mediator must be appointed by the AAC.

9.3 The mediation will be invoked by either party serving Notice on the AAC and the other party within seven (7) days of a party being notified of a dispute.

9.4 Both parties must attend the mediation and must cooperate with the mediator and each other and shall give the mediator whatever the mediator requests.

9.5 If the mediator resolves the dispute the resolution must be evidenced by a written agreement that is signed by the mediator and the parties.

9.6 If the mediation fails then either party may take action to resolve the dispute in a court of competent jurisdiction.

9.7 Both parties will remunerate the mediator on a 50/50% basis regardless of any alleged fault and regardless of the outcome.

9.8 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

10. If for whatever reason an Occupation Certificate is not issued whether it be on account of the insolvency of the Owner, the disappearance of the Owner or the termination of the agreement, the PCA's responsibilities under the agreement cease forthwith. With respect to any liabilities that may be occasioned under Part 4 of the Act the PCA 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 agreement occurred.

11. If during completion of the project that is the subject of this Agreement, the nominated Principal Certifying Authority resigns from his or her employed position within Building Certifiers Pty Ltd the role of the Principal Certifying Authority as determined by the Act shall be transferred to another AC within Building Certifiers Pty Ltd without delay. Building Certifiers Pty Ltd. shall not incur any liability whatsoever that may result from any delay, for whatever reason as a result of a delay in the transfer of this role.

12. In the event that an Occupation Certificate is requested following a period greater than 12 months after the undertaking of a Final Inspection an additional charge will be applied and charged to the Owner of the premises, as determined by the PCA in accordance with Building Certifiers Pty Ltd current Management Plan in place at the time.

ADDRESS FOR NOTICES

13. Where any Notice is to be forwarded to the Owner the address for such Notice shall be the address stated in the Application Form or to any other address that is notified in writing by the Owner to the PCA.

DEFINITIONS

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

AAC means the Association of Accredited Certifiers.

AC means Accredited Certifier

DOP means the Department of Planning.

Alternative Solution has the same meaning as the term in the Building Code of Australia 1996.

BCA means the Building Code of Australia 1996 including all applicable amendments.

Building means that which is the subject of the Building Works.

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

Building Works means the building works for which a Construction Certificate or a Complying Development Certificate is to be issued in accordance with this agreement

Certificates mean statutory certificates and non-statutory certificates.

Certifying Authority means a Certifying Authority within the meaning of the Act.

Owner means the owner or the owner's agent.

Competent People means people authorised to carry out any work associated with Building Works under the Act and includes contractors.

Complying Development Certificate means a Complying Development Certificate within the meaning of the Act.

Conflict of Interest has the same meaning as the term defined by the Building Professionals Act 2005.

Construction Certificate means a Construction Certificate within the meaning of the Act.

Deemed to Satisfy Provision has the same meaning as the same term in the Building Code of Australia 1996.

Development Consent means a Development Consent within the meaning of the Act.

Fire Safety Certificate means a Fire Safety Certificate within the meaning of the Act.

Inspection Schedule means the mandatory inspections required under the Act.

Notice includes any notice issued under the Act or this agreement and in respect of notices in this agreement must be made by pre-paid ordinary mail, facsimile transmission or notice by hand delivery to the Address for Notices in this agreement.

Occupation Certificate means an Occupation Certificate within the meaning of the Act.

Order means an Order within the meaning of the Act.

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

Principal Certifying Authority or PCA is a building practitioner as defined by the Act

Regulations means the Environmental Planning and Assessment Regulation 2000 (NSW) (as amended) and all applicable amendments.

Schedule means the Schedule in this agreement.

Scope of Works means obligations in this agreement and any other tasks set out in the Schedule.

Statutory Notices means those notices that are issued by the PCA in accordance with the Act.

Termination money means the money owing to the PCA if the PCA terminates the agreement in accordance with this agreement, being money for work done (with interest if applicable) and for costs incurred (with interest if applicable) and any money that the Owner would have been bound to pay to the PCA if the agreement had been totally completed.

End of Terms and Conditions

Notice of Commencement

1. Applicant's Details

☐ Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other:

Given Name(s)

Surname

Street Address

Suburb

State

Postcode

Telephone

Mobile

Fax

Email

Note: The applicant must be the property owner, or a person authorised by the owner to lodge the application. A building contractor cannot be the applicant unless they are the owner of the property.

2. Subject Property to be Developed

Unit/Street No.

Street Name

Suburb

State

Postcode

Lot / Portion

DP No

Section

Council

3. Description of Building Works

4. Development Consent

DA / CDC Consent Number

Date of Determination:

Approval Authority

5. Appointment of Principal Certifying Authority

Certifying Authority

Samv Mikhail / Paul Hanna / Joshua Roffaell / Tamer
Mikhail of Building Certifiers

Accreditation Body

The Secretary for the Department
of Fair Trading

Address

Suite 49 / 2 O'Connell St, Parramatta NSW 2150

Email

samy@certifiers.sydney

Mobile

0404 806 026

Phone

(02) 8279 7844

Fax

(02) 8279 7845

6. DA / CDC Consent Compliance

Have all conditions required to be satisfied prior to the
commencement of work been satisfied?

☐

Yes

☐

No

(Conditions may include the payment of security, section 94 contributions, endorsement of building plans by water supply or other authorities)

7. Principal Contractor or Owner Builder

☐ Principal Contractor:

Contractor Licence No.

☐ Owner Builder:

Permit No.

8. Evidence of Insurance

Attach **one** of the following documents to this notice:

- i) Evidence the licenced person above is insured to carry out this type of work; or
- ii) A declaration signed by each owner of the land that the reasonable market cost of labour and materials to be used is less than \$12,000

9. Principal Contractor Details

☐ Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other:

Given Name(s)

Surname

Company

Street Address

Suburb

State

Postcode

Telephone

Mobile

Fax

Email

10. Notice of Commencement

Date of work is to commence:

11. Principal Certifiers Declaration

☐ Samy Mikhail / Paul Hanna / Joshua Roffaell / Tamer Mikhail acknowledge that they have been appointed by the applicant to carry out the role of the Principal Certifier for this development.

☐ Samy Mikhail / Paul Hanna / Joshua Roffaell / Tamer Mikhail acknowledge that they have seen evidence that the builder is licenced and insured, or have seen evidence that the building works is to be undertaken by a person with an owner- builder permit where required by the Home Building Act.

Principal Certifier Name (on behalf of Building Certifiers)**Principal Certifier Signature****Date****12. Applicant's Declaration**

☐ The Applicant acknowledges that Samy Mikhail / Paul Hanna / Joshua Roffaell / Tamer Mikhail have been appointed by the applicant to carry out the role of the Principal Certifier for this development.

☐ The applicant has provided evidence that the builder is licenced and insured, or they have provided an owner builder permit where required by the Home Building Act.

Applicant Name(s) (block letters)**Applicant(s) Signature****Date****13. Privacy Policy**

The information you provide in this notice is required under the Environmental Planning & Assessment Act 1979 if you are going to erect a building or carry out subdivision work. If you do not provide the information the consent authority, you cannot commence the work. The information will be held by the consent authority and by the council (if the council is not the consent authority). Please contact the council if the information you have provided in this notice is incorrect or changes during the course of development works.

Application for an Occupation Certificate

1. Application Sought

- ☐ Partial Occupation Certificate (POC)
- ☐ Part Occupation Certificate (OC)
- ☐ Whole Occupation Certificate (OC)

APPLICATION #:

2. Applicant's Details

☐ Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other:

Given Name(s)

Surname

Street Address

Suburb

State

Postcode

Telephone

Mobile

Fax

Email

Note: The applicant must be the property owner or a person authorised by the owner to lodge the application. A building contractor cannot be the applicant unless they are the owner of the property.

3. Subject Property being Developed

Unit/Street No.

Street Name

Suburb

State

Postcode

Lot / Portion

DP No

Section

Council

4. Development Consent

DA Consent Number (if applicable)

Date of Determination:

CC/CDC Approval Number

Date of Determination:

Approval Authority

5. Application Scope

- ☐ Application for Whole Building *(if selected, describe below)*
- ☐ Application for Partial of Building *(if selected, describe below)*
- ☐ Application for Part of Building *(if selected, describe below)*

6. Building Classification

Building Code of Australia Classification

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7. Accompanying Documentation

The following information must accompany an application for an Occupation Certificate:

A copy of the DA, CDC and/or CC
(as applicable, if not sought through Building Certifiers)

☐ Required ☐ Attached

All certificates and/or documentation relied upon

☐ Required ☐ Attached

8. Signature of Applicant

Declaration – Please review and tick the following:

- ☐ I declare that all the information in this application is true and correct to the best of my knowledge.
- ☐ I understand that if the information is incomplete the application may be delayed or rejected or more information may be requested.
- ☐ I acknowledge that if the information in this application and requisite documentation is misleading, any approval granted may be void.

In signing this application form, I/We declare the abovementioned terms and conditions.

Name (block letters):

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Signature (Applicant)

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Date:

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