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# Agreement for the Performance of Certification Work & Appointment of Principal Certifying Authority

*In accordance with s6.5 of the Environmental Planning & Assessment Act 1979 and under s31(2) of the Building & Development Certifiers Act 2018 and cl31 of the Building & Development Certifiers Regulation 2020.*

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

**FURTHER INFORMATION**

**Moree Plains Shire Council**  
 Level 2, 30 Heber Street  
 PO Box 420  
 MOREE NSW 2400  
 Tel: 02 6757 3222  
 Fax: 02 6752 3934  
 council@mpsc.nsw.gov.au

**Part A:**

**Introduction**

- The Council is a certifying authority that employs accredited certifiers who are authorised to carry out certification work on behalf of the Council.
- Section 31 of the *Building and Development Certifiers Act 2018* provides that an accredited certifier must not carry out certification work for a person unless the certifier, or their employer, has entered into a written agreement with the person.
- This document, when signed by you and the Council, forms the agreement between you and the Council for the purposes of s31 of the Act.
- The rights and responsibilities of each party to this Agreement are set out in the following Attachment, which forms part of this Agreement .
- In the event that a dispute arises in relation to this Agreement, 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**

**Moree Plains Shire Council (the 'Council')**

Level 2, 30 Heber Street,  
 PO Box 420, MOREE NSW 2400  
 Ph. 02 6757 3222  
 Email. Council@mpsc.nsw.gov.au

**and**

**The 'Client'**

**Name of Client:**

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**Address of Client**

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**Postal Address of Client**

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**Telephone Number**

**Mobile Number**

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**Email Address**

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**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 the Council on behalf of the Council, subject to the terms of their accreditation :
  - Dwayne Singh, BDC1517       Leanne Ivanov, BDC2744
  - Tony Meppem, BDC1782
- Inspections required under the *Environmental Planning and Assessment Act 1979* may be carried out by any of the following employees of the Council subject to the terms of their accreditation:
  - Dwayne Singh, BDC1517       Leanne Ivanov, BDC2744
  - Tony Meppem, BDC1782
- The Council will notify you in writing if any other person is to carry out certification work and inspections prior to that work being undertaken.

**Part D:**

**The Development**

**Description of the Development :(eg. Single Story Dwelling)**

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**Formal particulars of the title of the development site:**

\_\_\_\_\_

**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 4A Certificates issued

<b>Name of consent authority</b>	<b>Name of certifying authority</b>	<b>Type Certificate issued</b>
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\_\_\_\_\_

<b>DA Consent No</b>	<b>CDC No</b>	<b>Certificate no</b>
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<b>Date of Consent</b>	<b>Date of CDC</b>	<b>Date of Certificate</b>
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**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 work to be performed

**Determination of application for Development Certificates** *(Tick one or more boxes as appropriate)*

- Determination of application for a Complying Development Certificate\*
- 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 a **Description of Services** and relevant **Fees and Charges**.

## Part F:

### Fees and Charges

Fees and charges are set out in the following Attachment, which forms part of this agreement.

## Part G:

### Signatures

By signing this contract the client declares that they:

1. Have freely chosen to engage the certifier, and
2. Have read the contract and any accompanying document/s and understands their responsibilities and those of the certifier

\_\_\_\_\_ Date: \_\_\_\_\_

Signed/executed by or on behalf of the Client

\_\_\_\_\_ Date: \_\_\_\_\_

Signed/executed by or on behalf of the Client

\_\_\_\_\_ Date: \_\_\_\_\_

Signed/executed by or on behalf of the Council

**Accredited certifier** means the holder of a certificate of accreditation as an accredited certifier under the *BDC 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 6.5 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 subdivision 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 6.5 of the EP&A Act

**Residential building work** has the meaning given to it by the *Home Building Act 1989*

## 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 payment levy is required to be made, and if so, that the amount (or instalment) 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 below on or before lodgement of the application.

## Fees and charges

The Council agrees to undertake all of the above work for a fixed fee of :

\$ \_\_\_\_\_

This fee includes 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.

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## 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 below on or before lodgement of the application.

## Fees and charges

The Council agrees to undertake all of the above work for a fixed fee of :

\$ \_\_\_\_\_

This fee includes 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.

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## Rights and Responsibilities of Council

The Council agrees to 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 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 below on or before lodgement of the application.

## Fees and charges

The Council agrees to undertake all of the above work for a fixed fee of :

\$ \_\_\_\_\_

This fee includes 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.

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## 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 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 below on or before lodgement of the application.

## Fees and charges

The Council agrees to undertake all of the above work for a fixed fee of :

\$ \_\_\_\_\_

This fee includes 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.

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# 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 below on or before lodgement of the application.

## Fees and charges

The Council agrees to undertake all of the above work for a fixed fee of :

\$ \_\_\_\_\_

This fee includes 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.

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## 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. The 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 section 9.34 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 agrees to carry out the development in accordance with approved plans and specifications.
6. The Client agrees to allow accredited officers and staff access to the construction site at any time for regulatory functions.
7. 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.
8. The Client agrees work is not to proceed until each critical stage inspection has been passed.
9. The Client agrees to not allow occupation of a building until an Occupation Certificate has been issued for the development.
10. The Client may terminate this agreement for any reason on the giving of at least two weeks written notice to the Council.
11. The Client agrees to pay all fees and charges set out below on or before lodgement of the application.

## Fees and Charges—PCA

The Council agrees to undertake all of the above work for a fixed fee of :

\$ \_\_\_\_\_

This fee includes 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.

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