CERTIFICATION CONTRACT

Agreement to carry out Certification Work

Under Section 31 of Building and Development Certifiers Act 2018

PART A. Introduction

The Certifier is a Registered Certifier, and is authorised to carry out the certification work to which is the subject of this agreement.

The Client seeks to engage the Certifier to perform certification work on the terms set out in this Agreement.

PART B. Parties to the agreement

The Certifier:

Home Building Certifiers Pty Ltd
ACN 640 411 776 ABN 19 640 411 776
PO Box 848 Baulkham Hills NSW 1755
Phone: (02) 8567 2815
Email: admin@homebuildingcertifiers.com.au

Details of Registered Certifier:

Brent Lenane
Registered Certifier
Registration No. BDC2139
Building Surveyor (Restricted class 1 and 10 buildings)

Liability limited by a scheme approved under Professional Standards Legislation

Details of Client/s:

Full Name/s:			
Address:			
Phone:		**Mobile:**	
Email:			

Note: The Client must be the registered owner/s of the land, and/or person properly authorised in writing by all registered owners of the land to sign this Certification Contract on their behalf.

Contact details of person/s for whom the certification work is to be carried out (ie. Land Owners):

Name/s of all registered land owners: *(per Title)*			
Address:			
Postal Address:			
Phone:		**Mobile No:**	
Email:			
ABN: *(if company owned land)*			

PART C. Certifier's Professional Indemnity Insurance Details

Name of Insurer: XL Insurance Company SE, Australia Branch (ABN 36 083 570 441)
Brooklyn Underwriting

Policy No/Identifier: BXLC-DPI-2025-002148

Period of Insurance Cover: 2 October, 2026 to 2 October, 2027

Liability limited by a scheme approved under Professional Standards Legislation

PART D. The Development

The address where the proposed demolition work is to be carried out:

Lot No:		**DP No:**		
Street Address:				
Suburb:		NSW	**Postcode:**	

Description of Development:

Demolition of existing: *(Check all that apply)*

- ☐ Dwelling
- ☐ Garage
- ☐ Carport
- ☐ Outbuilding
- ☐ Swimming Pool
- ☐ Ancillary Structures

Details of approved development consents:

Development Consent No: N/A
Date of Approval: N/A
Issued by: N/A

This part refers to the identifying particulars of any plans, specifications and other documents relating to the subject of any related development consent or any related certificate issued under Part 6 of the Environmental Planning and Assessment Act 1979, and includes the documentation listed in above-mentioned development consent approved by Council.

Inspections

All inspections of the development requested under the EP&A Act 1979 & EPA Regulations 2021 will be carried out by a Registered Certifier. These are the details of the person/s that the Certifier proposes, at the date of the agreement, may perform the inspection/s.

Brent Lenane BDC2139	Colin Daley BDC1785	Anthony Lewis BDC0228
Jared Nevill BDC2523	Dale Brisbane BDC05178	Scott Neville BDC05269
Richard Ross BDC2984	David Richardson BDC0342	Ryan O'Connell BDC2771
Riley Farrell BDC05132	Jake Todd BDC4878	Greg Richardson BDC04985

In the event that these proposed arrangements change, the Certifier will inform the Client in writing of the person who will be carrying out the inspections as soon as possible after arrangements are made.

PART E. Certification work to be carried out

Determination of Application for a **Complying Development Certificate**.

PART F. Fees and charges

The fees and charges set out in the relevant quote or invoice for the determination of an application for a development certificate form part of this Contract.

Under clause 29 of the Building Development Certifiers Regulation 2020, the fees and charges payable for the determination of an application for a development certificate (excluding any fees and charges for work arising as a result of unforeseen contingencies) must be paid on or before the lodgment of the application.

Please indicate who is responsible for payment:

☐ **Payment by Applicant**
(Invoice to Applicant)

☐ **Payment by Demolition Contractor**
(Invoice to Contractor)

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, or are to be notified in writing to the Client prior to carrying out the relevant contingency work. In respect of any unforeseen contingency work provided for under this agreement, the Certifier will send an invoice to the Client within 21 days after completion of any such works.

PART G. Statutory obligations

This Contract is accompanied by this **Building Commission NSW Information Sheet**, published by Building Commission NSW and approved by the Secretary, which provides details on:

- The role and statutory obligations of Registered Certifiers
- The role of the person for whom the Certification work is carried out
- The types of information available on the register of registrations and approvals maintained under section 102 of the Act.

PART H. Conditions of engagement

1. Definitions & Dictionary

1.1 The terms in this Contract have the meanings given in the attached Dictionary, unless otherwise defined herein, or under NSW legislation.

1.2 The Dictionary forms part of this Contract.

2. Scope of Services

2.1 The Services are limited to the assessment and determination of an application for a Complying Development Certificate (CDC) for demolition work only.

2.2 No Principal Certifier role applies, as no building work forms part of the application.

2.3 The Services provided under this Contract do not include approval for the removal, lopping or pruning of any tree or vegetation. A Complying Development Certificate for demolition does not authorise tree removal. The Client acknowledges that the removal of any protected tree or vegetation is subject to separate approval or permit from the relevant Council or authority, and that significant penalties may apply for unauthorised tree removal. The Client indemnifies the Certifier against all claims, penalties, losses or liabilities arising from the unauthorised removal of trees or vegetation by or on behalf of the Client.

2.4 Limitations of Role

The Certifier's role is limited to statutory certification of the CDC application. The Certifier has no responsibility for how the demolition work is carried out, including:

(a) demolition methodology;

(b) safety measures;

(c) environmental protection; and

(d) site management practices.

These matters remain the sole responsibility of the Client and their appointed contractor. The Certifier's role does not extend to:

(e) supervising or monitoring contractors; or

(f) ensuring ongoing compliance with WHS, environmental, or other statutory obligations during or after demolition.

2.5 Restrictive Covenants

The Certifier has no responsibility for identifying, advising on, or ensuring compliance with any restrictive covenant, easement, or similar private land restriction affecting the site. The Client acknowledges that a demolition Complying Development Certificate does not override such restrictions, and the Client must make their own enquiries regarding restrictive covenants before commencing works.

2.6 No Advisory Role

The Client acknowledges that the Certifier does not provide legal, financial, insurance, or project management advice. The Client must obtain their own independent advice as required.

3. Standard of Care

The Certifier must perform the Services with due care, skill and diligence, and in accordance with the Building and Development Certifiers Act 2018 (NSW), the Building and Development Certifiers Regulation 2020 (NSW), the Environmental Planning and Assessment Act 1979 (NSW), the Environmental Planning and Assessment Regulation 2021 (NSW), and the prescribed Code of Conduct.

3.1A Timeframes Disclaimer

The Certifier will use reasonable endeavours to assess and determine the CDC application promptly, but makes no guarantee as to determination timeframes, which may be affected by statutory notification periods, statutory refusal periods, requests for further information, or factors outside the Certifier's control.

3.2 Statutory Functions as Public Official

The Client acknowledges that the Certifier performs statutory certification functions as a Registered Certifier under the Environmental Planning and Assessment Act 1979 (NSW) and as a Public Official under the Independent Commission Against Corruption Act 1988 (NSW). The Certifier's statutory obligations override any instructions, preferences, or directions of the Client.

4. Client Deliverables

4.1 The Client must provide the Certifier with all information, plans, documents, declarations and particulars required for the lawful determination of the CDC.

4.2 The Client warrants that all such information and documents are accurate, complete and not misleading, and acknowledges that the Certifier is entitled to rely upon them.

4.3 Infrastructure Providers

The Client is responsible for making all necessary enquiries with relevant infrastructure providers to confirm requirements for the protection of assets prior to commencement of demolition works. This includes, but is not limited to:

(a) Sydney Water;

(b) local water and sewer authorities;

(c) electrical supply authorities;

(d) gas providers;

(e) telecommunications providers; and
(f) "Before You Dig" services; and
(g) any other services or utility providers.

4.4 Client Cooperation

The Client must promptly respond to any request for further information or documentation. Delays in providing information may result in suspension of Services or delay in determination of the application.

4A. Owner Consent for Demolition

4A.1 The Client warrants that no physical demolition works will be carried out on the property until the written consent of all registered owners of the land has been obtained.

4A.2 The Client acknowledges that the granting of a Complying Development Certificate by the Certifier does **not** itself authorise the commencement of demolition works without such written consent.

4A.3 The Client indemnifies and releases the Certifier from any claim, loss, cost or liability arising from demolition works being carried out without the written consent of all registered owners.

4A.4 Warranties of Interest in Land

The Client warrants that they are, or are duly authorised by, all registered owners of the land the subject of the CDC application.

4B. Basic CDC Site Requirement Summary

The Client authorises the Certifier to place a basic CDC site requirement summary on the demolition plan for guidance only. This summary does not override the formal CDC conditions or statutory requirements.

4C. Unauthorised Works

The Client acknowledges that the Certifier has no responsibility for any works commenced, carried out, or completed without a valid CDC, or in breach of a CDC condition. The Client indemnifies the Certifier against any liability, cost, or penalty arising from such unauthorised works.

5. Safe Access & WHS

5.1 The Client must always provide the Certifier with safe and reasonable access to the site as may be required for statutory functions.

5.2 The Client must comply with all applicable work health and safety legislation.

5.3 The Certifier may suspend the Services if site conditions are unsafe or unlawful.

5.4 Sediment and Erosion Control

The Client must ensure that adequate sediment and erosion control devices are:
(a) installed on the site before commencement of works;
(b) implemented and maintained throughout the demolition process; and
(c) in full compliance with the conditions of the CDC and Council/EPA requirements.

The Client acknowledges that significant penalties may apply for non-compliance.

5A. Swimming Pools to be Retained

Where a swimming pool is to be retained on the property, the Client is responsible for ensuring that the swimming pool barrier is maintained in full compliance with the **Swimming Pools Act 1992** and **AS1926.1** before, during and after demolition works.

5B. Contractor Selection

The Client is wholly responsible for selecting, appointing, and engaging any contractor to carry out the proposed demolition work. For clarity:
(a) the Certifier has no responsibility for assessing the contractor's licensing, qualifications, competence, financial capacity, or reliability;
(b) the Certifier provides no warranties in respect to the contractor;
(c) the Client must provide the appointed contractor with a complete copy of all approval documentation prior to commencement of demolition works; and
(d) the Certifier has no duty to verify the adequacy of the contractor's insurances, WHS practices, or environmental controls, and expressly disclaims any responsibility if the Client engages an unlicensed, uninsured, or otherwise unsuitable contractor.

5C. Reliance on Third-Party Reports

Where the CDC assessment relies on specialist reports, the Certifier is entitled to rely on the accuracy and completeness of such reports. The Certifier has no liability for errors or omissions in any third-party report.

6. Fees & Payment

6.1 All fixed fees for the Services are set out in the attached Quote or Invoice.

6.2 Fees must be paid prior to or at lodgement of the application with the Certifier.

6.3 Contingency fees for unforeseen work are payable on the basis set out in the contract or invoice.

6A. Changes in Law

The Certifier is not liable for delays, additional requirements, or costs arising from changes in legislation, planning instruments, or government policy occurring after the date of this Contract.

6B. Direct Debit & Automatic Payments

For Clients opted into automated Direct Debit arrangements (e.g., via GoCardless via Xero), direct debits will be scheduled for processing on the invoice due date. The Client acknowledges that invoice due dates and debit schedules may be modified

or adjusted by the Certifier to align with the timing of application lodgement or determination, ensuring full compliance with clause 29 of the Building and Development Certifiers Regulation 2020 (NSW).

7. Variations & Disbursements

7.1 Any additional work required by legislative changes, design amendments, or other events outside the Certifier's control constitutes a Variation.

7.2 Any variations must be notified in writing and may be disputed within five business days, otherwise deemed accepted.

7.3 The Client must pay the Certifier for all Variations, as well as reasonable disbursements, including external costs incurred in the performance of the Services, plus a reasonable margin for administration.

8. Late Payment

8.1 Interest accrues on all overdue amounts at the rate of two percent (2%) above the Reserve Bank of Australia's published cash rate.

8.2 The Client indemnifies the Certifier for all legal, administrative and collection costs incurred in recovering overdue amounts.

9. Intellectual Property

9.1 All reports, certificates and documents prepared by the Certifier remain the property of the Certifier.

9.2 The Client is granted a non-exclusive licence to use such documents solely for the purposes of the approved demolition project.

9A. Electronic Communication

The Client consents to the Certifier serving notices, certificates, and communications electronically, including by email and via NSW Planning Portal.

9B. Termination for Non-Compliance

The Certifier may suspend or terminate services under this Contract if the Client fails to comply with any statutory requirement, provides misleading information, or fails to pay fees when due.

9C. Indemnity for Neighbour or Council Claims

The Client indemnifies the Certifier against claims, complaints, or proceedings made by neighbours, Councils, or other authorities in respect to demolition works, except to the extent such claims arise from the Certifier's negligence.

9D. Termination for Abusive or Improper Conduct

The Certifier may immediately suspend or terminate services under this Contract if the Client, or any person acting on the Client's behalf, engages in abusive, threatening, defamatory, or otherwise improper conduct towards the Certifier or their staff, including conduct referred to in Clause 9E.

9E. Client Conduct (Defamatory)

The Client, including any other party acting on behalf of the Client, agrees not to post, publish, or cause to be published any unfair, abusive, defamatory, misleading, or deceptive comments or feedback on any social media, online platforms, public forums, or review websites (including but not limited to Google reviews, Facebook, and any similar social media platforms) relating to the Certifier's performance of statutory functions. Breach of this clause constitutes abusive or improper conduct and entitles the Certifier to immediately suspend or terminate Services under Clause 9D, in addition to any other remedies.

9F. Use of Building Compliance Systems

The Client acknowledges and agrees that the Certifier utilises Building Compliance Systems (BCS) software to manage certification functions, including lodgement of applications, issue of notices, inspection records, and communication of statutory information. The Client must provide all required information and documents in a format compatible with BCS and the NSW Planning Portal. The Certifier is not responsible for any delays or failures caused by technical issues, downtime, or errors in BCS, the NSW Planning Portal, or other third-party systems outside the Certifier's control.

10. Confidentiality, Privacy and Statutory Disclosure

10.1 Each party must keep confidential all information of the other party which is not required by law to be disclosed, and must not use or disclose such information except as permitted by this Contract or by law.

10.2 The Client acknowledges and agrees that the Certifier is required by law, including under clause 134 of the Environmental Planning and Assessment Regulation 2021 (NSW), to provide the Applicant's contact details (including name, address, and telephone number) in writing, and the Site Plan (or existing site survey) to the relevant consent authority and adjoining property owners for the purpose of notification.

10.3 The Client acknowledges and agrees that the Certifier will, as part of the notification process required by clause 134, submit the relevant letters (including the Applicant's contact details) to a third-party mailing service provider, currently Bing Mail (an Australia Post affiliated mailing house), for printing and distribution to Council and neighbouring properties. The Client expressly consents to this use and disclosure.

10.4 The Client further acknowledges and agrees that the Certifier is required to provide copies of the Complying Development Certificate and associated documents to Council and other government authorities as required under the Environmental Planning and Assessment Act 1979 (NSW), the Building and Development Certifiers Act 2018 (NSW), and other applicable legislation.

10.5 The Client acknowledges that documents lodged with, or issued by, the Certifier may be subject to public access under the Government Information (Public Access) Act 2009 (NSW), and that members of the public may obtain such documents from Council or another authority.

10.6 Subject to the foregoing, the Certifier will take reasonable steps to ensure that personal information is collected, stored, used and disclosed in accordance with applicable privacy laws.

10.7 Use of Third-Party Systems

The Client acknowledges that the Certifier utilises third-party systems to carry out statutory functions, issue notices, manage records, and facilitate communication.

These include, but are not limited to:

(a) Building Compliance Systems (BCS);
(b) Bing Mail (an Australia Post affiliated mailing house);
(c) the NSW Planning Portal;
(d) Microsoft Outlook;
(e) Dropbox;
(f) Xero;
(g) GoCardless (via Xero); and
(h) any other reasonable service providers.

While the Certifier takes reasonable steps to ensure compliance with applicable privacy laws, the Certifier is not responsible for any unauthorised access, disclosure, loss, or corruption of information arising from failures or breaches of security in such third-party systems outside the Certifier's control.

11. Insurance

The Certifier maintains professional indemnity insurance as specified in Part C of this Contract. Updated details will be provided to the Client in writing and will be deemed incorporated into this Contract.

12. Limitation of Liability

12.1 The Certifier's liability for damages arising from a single cause of action for occupational liability under or in connection with this Contract is limited to $1,000,000, being the maximum monetary ceiling applicable to a Group 1 Restricted certifier under the Association of Australian Certifiers (AAC) Professional Standards Scheme.

12.1A The Client acknowledges that the Certifier's liability is limited strictly in accordance with the *Professional Standards Act 1994 (NSW)*, the AAC Professional Standards Scheme instrument, and the AAC Insurance Standards.

12.2 Nothing in this clause limits liability that cannot be limited by law, including liability for fraud, dishonesty, breach of trust, or claims involving death or personal injury.

12.3 Limitation of Reliance The Services and any documentation issued by the Certifier (including the Complying Development Certificate) are provided solely for the benefit of the Client for the purposes of the CDC application under this Contract. No other person may rely on them without the Certifier's prior written consent

12.4 Liability for Statutory Obligations The Client acknowledges that the Certifier is required to carry out statutory functions as a Registered Certifier under the *Environmental Planning and Assessment Act 1979 (NSW)* and as a Public Official under the *Independent Commission Against Corruption Act 1988 (NSW)*. The Certifier is not liable for any costs, delays, losses, or expenses incurred by the Client arising from the proper exercise of these statutory obligations.

13. Indemnity

The Client indemnifies and holds harmless the Certifier against all claims, costs, losses, liabilities, or damages arising from:

(a) inaccurate, incomplete, or misleading information supplied by the Client;
(b) unlawful works carried out by or on behalf of the Client;
(c) any breach of WHS obligations by the Client;
(d) site conditions caused by or attributable to the Client; or
(e) any reputational harm, defamatory publications, or adverse conduct by the Client (including online reviews, social media, or public statements) that causes damage to the Certifier, including the reasonable costs of legal action, professional advice, or corrective publications.

14. Suspension

The Certifier may suspend performance of the Services if:

(a) the Client fails to pay any amount by the due date;
(b) the Client fails to provide required information or deliverables;
(c) unsafe or unlawful site conditions exist; or
(d) a dispute regarding a Variation has not been resolved.

15. Termination

15.1 Either party may terminate this Contract for material breach not remedied within a reasonable period of notice.

15.2 The Certifier may terminate this Contract if the CDC cannot lawfully be issued, or if continuation of the Services would place the Certifier in breach of statutory obligations, a conflict of interest, professional or ethical duties, or if the Client (or any person acting on their behalf) engages in abusive, threatening, defamatory, or otherwise improper conduct towards the Certifier or their staff, including conduct referred to in Clause 9E.

15.3 Upon termination, the Client must pay all fees for Services performed up to the date of termination, together with any damages recoverable at law.

15.4 Termination does not affect the Client's obligations under clauses relating to indemnity, limitation of liability, Client conduct, confidentiality, or payment.

16. Expiry

16.1 Contract Expiry

For demolition-only projects, this Contract automatically expires upon the issue of the Complying Development Certificate (CDC), as no Principal Certifier role applies and the Certifier has no further statutory functions once the CDC has been issued. Expiry does not affect the Client's obligations under this Contract, including but not limited to obligations relating to payment, indemnity, confidentiality, Client conduct (Clauses 9D and 9E), and limitation of liability.

16.2 CDC Validity

The Client acknowledges that a Complying Development Certificate, once issued, is valid for five (5) years from the date of issue under the Environmental Planning and Assessment Act 1979 (NSW) and associated legislation.

17. Force Majeure

Neither party is liable for delay or failure in performance caused by events beyond its reasonable control, including but not limited to natural disasters, pandemics, strikes, lockouts, industrial disputes, government directions, planning system outages, cyberattacks, system or IT failures, or power or communications disruptions.

18. Dispute Resolution

18.1 A party must not commence legal proceedings unless it has first notified the dispute in writing and used best endeavours to resolve it.

18.2 If not resolved within seven (7) days, the dispute must be referred to mediation administered by the Resolution Institute or equivalent body. Mediation must occur within twenty-one (21) days of referral, unless otherwise agreed in writing.

18.3 Only if mediation fails may either party commence litigation.

19. Entire Agreement

This Contract, together with the attached Quote/Invoice and Dictionary, constitutes the entire agreement between the parties. No representation or promise not expressly included is binding. Amendments must be in writing and signed by both parties.

20. Governing Law

This Contract is governed by the laws of New South Wales. The parties submit to the exclusive jurisdiction of the courts of that State.

21. Severability

If any provision of this Contract is found to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect. The parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid provision that most closely reflects the parties' original intent.

22. Survival of Key Clauses

The Client acknowledges that obligations relating to indemnity, limitation of liability, confidentiality, privacy, intellectual property, payment, and Client conduct (including restrictions on defamatory or abusive publications) continue to apply after this Contract has expired or been terminated, including obligations that by their nature are intended to survive expiry or termination.

PART I. Date of agreement

The date of this agreement is the date when this Certification Contract has been completed and signed by all parties.

PART J. Consent for another party to submit CDC Application to Certifier

I/we, the Client, acting an on behalf of all registered land owners, authorise the following person or company to submit a Complying Development Application to Home Building Certifiers Pty Ltd on my/our behalf:

Note: Only complete Part J if you are authorising another party such as your contractor or another agent to submit the Complying Development Application to Home Building Certifiers Pty Ltd on your behalf.

PART K. Client Declaration

By signing Part L of this Contract, I/we:

1. **Agree** to be bound by all Conditions of Engagement set out in Part H of this Contract.
2. **Declare** that I/we are a registered owner/s of the land to which this Application relates, **or** that I/we have obtained and hold written authority from all registered owners of the land authorising me to act as their representative for the purpose of signing this Certification Contract to carry out certification work. I/we also acknowledge that the demolition contractor cannot sign this Contract as Client.
3. Where not all registered owners are signing this Contract, I declare that I hold written authority from all other registered owners, evidenced by the completed Owner's Consent form (Annexure A).
4. **Acknowledge** that any applicant declarations made to the Certifier via the NSW Planning Portal in relation to this Application form part of this Contract.
5. **Declare** that I/we have not been unduly influenced in relation to the appointment of the Certifier.
6. **Declare** that I/we have freely chosen to engage the Certifier (as specified in Part B of this Contract) and that no conflict of interest exists.
7. **Acknowledge** that the Applicant's contact details & Site Plan or Site Survey provided to the Certifier via the NSW Planning Portal will be used for Council/neighbour notification purposes under clause 134 of the Environmental Planning and Assessment Regulation 2021.
8. **Acknowledge** that the CDC Application and all accompanying information will be provided to the appropriate consent authority, and may also be provided to other State agencies as required by law.
9. **Understand** that the consent authority (Council or other Government Authority) may be required to provide copies of this Application and supporting documents to interested persons under the Government Information (Public Access) Act 2009 (NSW).
10. **Declare** that the work to which this Application relates has not physically commenced, and will not commence until after a Complying Development Certificate (CDC) is granted and all pre-commencement requirements have been satisfied.
11. **Acknowledge** that no physical demolition work will be carried out on the property unless and until the written consent of all registered owners of the land has been obtained. I further acknowledge that the granting of a Complying Development Certificate by the Certifier does not itself authorise demolition to commence without such owner's consent.
12. **Acknowledge** that this Contract automatically expires upon issue of the Complying Development Certificate for demolition, and that no Principal Certifier role applies to demolition-only projects.
13. **Acknowledge** and accept that the Certifier's occupational liability under or in connection with this Contract is strictly limited to $1,000,000 in accordance with the Association of Australian Certifiers (AAC) Professional Standards Scheme.
14. **Acknowledge** that this Complying Development Certificate does not authorise the removal, lopping or pruning of any tree or vegetation. I/we further acknowledge that the removal of any protected tree or vegetation may require separate Council approval or a Tree Permit, and that significant penalties apply for unauthorised tree removal.
15. **Acknowledge** that the Certifier does not warrant or guarantee that a Complying Development Certificate (CDC) will be issued, and that the Certifier may lawfully refuse the application where statutory requirements are not met. I/we accept that such a refusal does not constitute breach of this Contract by the Certifier.
16. **Declare** that I/we have read and understood this Certification Contract and this NSW Building Commission Information Sheet accompanying it, and that I/we understand both my responsibilities as Client/s, and the statutory responsibilities of the Registered Certifier as a Public Official.

PART L. Signatures

Client Name: *(or Owner Name)*		**Additional Owners Name:**	
Signature:		**Signature:**	
Date:		**Date:**	

Additional Owners Name:		**Certifier Name:**	Brent Lenane BDC2139
Signature:		**Certifier Signature:** HOME BUILDING CERTIFIERS	
Date:		**Date:**	

Note: Physical, or electronic signatures are acceptable and binding in accordance with the Electronic Transactions Act 2000 (NSW). Where this Certification Contract is not signed by all registered land owners, Annexure A (Owner's Consent to Authorise Client) must also be completed and attached.

Annexure A – Owner's Consent to Authorise Client:

Only complete Annexure A if there are additional land owners that have not signed Part L of the Certification Contract.

Property Details

Lot No:		**DP No:**		
Street Address:				
Suburb:		NSW	**Postcode:**	

Authorisation

I/we, the undersigned, being the registered owners of the above property:

1. **Authorise:** _____ (the "Client") to sign and enter into the Certification Contract with Home Building Certifiers Pty Ltd on my/our behalf for the purpose of a Complying Development Certificate (CDC) application relating to demolition work at the above property.

2. **Acknowledge** that by giving this authority, we are bound by all terms, conditions, and declarations contained in the Certification Contract as if I/we had signed it ourselves.

3. **Confirm** that this authority is limited solely to signing the Certification Contract and does not authorise the Client to undertake or approve any demolition works on our behalf.

4. **Acknowledge** that no physical demolition work may lawfully commence until a CDC is issued and until the written consent of all registered owners has been obtained, in accordance with the Certification Contract.

Signatures of All Registered Owners

Owner Names	Signature	Date

Dictionary

AAC Professional Standards Scheme (or Scheme) means the approved legal instrument operating under the *Professional Standards Act 1994 (NSW)* that limits the civil occupational liability of eligible Association of Australian Certifiers members.

Accredited practitioner means the holder of an accreditation under the Building and Development Certifiers Act 2018 that authorises the holder to exercise the functions of an accredited practitioner.

Applicable environmental planning instrument means the State Environmental Planning Policy or the Local Environmental Plan nominated by the Client as the instrument an application for a Complying Development Certificate is to be assessed.

Applicant means the Applicant for the relevant Complying Development Certificate.

BASIX means the Building Sustainability Index.

BCA means the Building Code of Australia.

Building includes part of a building, and also includes any structure or part of a structure (including any temporary structure or part of a temporary structure), but does not include a manufactured home, moveable dwelling or associated structure within the meaning of the LG Act 1993.

Building Code of Australia means the document, published by or on behalf of the Australian Building Codes Board, that is prescribed for purposes of this definition by the regulations, together with –

a such amendments made by the Board; and
b such variations approved by the Board in relation to New South Wales,

as are prescribed by the regulations.

Building work means any physical activity involved in the erection of a building.

Certification work means the following:

a The exercise of a function of a certifier (including principal certifier) specified in section 6.5 of EP & A Act 1979,
b The determination of an application for a strata certificate within the meaning of the Strata Schemed Development Act 2015,
c The inspection of swimming pools under Division 5 of Part 2 of the Swimming Pools Act 1992 and the issuing of certificates of compliance and notices under that Division,
d The exercise of any other function of a registered certifier under the certification legislation or under another Act or law,
e Any other work of a kind prescribed by the regulations, but does not include work of a kind that is excluded from this definition by the regulations.

Certifier means a Council or a Registered Certifier.

Class 1 building means a class 1a building or a class 1b building within the meaning of the Building Code of Australia.

Class 10 building means a class 10a building, a class 10b building or a class 10c building within the meaning of the Building Code of Australia.

Client means the registered owner(s) of the land, or a person properly authorised in writing by all registered owners to sign this Certification Contract on their behalf. For the avoidance of doubt, a demolition contractor cannot be the Client.

Client Conduct (Defamatory) means any unfair, abusive, defamatory, misleading, or deceptive comments or publications made by the Client (or a person acting on their behalf), including but not limited to online reviews, social media posts, or public statements concerning the Certifier.

CDC means a complying development certificate as referred to in section 4.27 of the EP&A Act 1979.

Construction Certificate means a certificate to the effect that building work completed in accordance with specified plans and specifications or standards will comply with the requirements of the regulations.

Contract Sum means the estimated cost of development as specified in the relevant CDC application on the NSW Planning Portal.

Contractor license means a license issued under the Home Building Act 1989.

Demolition Work means the demolition or partial demolition of a building or structure that is development within the meaning of section 4.2 of the *Environmental Planning and Assessment Act 1979 (NSW)*, and for the purposes of this Contract excludes any associated building work.

Determination means the decision of the Certifier on an application for Complying Development Certificate. Being either an approval (with conditions) or a refusal, in accordance with the Environmental Planning and Assessment Act 1979.

Development Certificate means:

a A certificate under Part 6 of the EP&A Act 1979, being:
- A construction certificate
- A compliance certificate
- A sub-division certificate
- An occupation certificate

b A complying development certificate under Part 4 of the EP&A Act 1979.
c A strata certificate issued under the Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes (Leasehold Development) Act 1986

Development Consent is formal approval required for specific development activities under the EP & A Act 1979.

EP& A Act means the Environmental Planning and Assessment Act 1979.

EP & A Regulations means the Environmental Planning and Assessment Regulation 2021.

Expiry means the automatic conclusion of this Contract in accordance with Clause 16, including expiry upon the issue of a CDC for demolition-only projects.

Force majeure means an event or circumstance which is beyond the control and without the fault or negligence of the party affected, and which by the exercise of reasonable diligence, the party affected was unable to prevent.

Functions of Certifiers (including Principal Certifiers) in relation to building work:
- Issuing Construction Certificates for building work;
- Carrying out inspections of *building work*;
- Issuing Occupation Certificates;
- Issuing Compliance Certificates;
- Issuing Complying Development Certificates under Part 4 of the EP&A Act 1979.

A Certifier also has any other functions conferred or imposed on the Certifier under the EP&A Act 1979.

NCC means National Construction Code.

New Building includes an altered part of, or an extension to, an existing building.

Prescribed refers to specific standards, conditions, or requirements that are legally established and must be complied with.

NSW Planning Portal is the website with URL www.planningportal.nsw.gov.au or any other website used by the Planning Secretary to provide public access to documents or other information in the NSW Planning database.

Owner Builder Permit has the same meaning given to it by the Home Building Act 1989.

Owners Consent means the written consent of all registered owners of the land to the carrying out of demolition work.

Principal Certifier for building or subdivision work means the certifier appointed as the principal certifier for the *building work* under section 6.6(1) of the EPA Act 1979
Note: For CDC applications relating to demolition work only, there is no 'Principal Certifier' as there is no 'building work' forming part of the application.

Principal contractor for *building work* means the person responsible for the overall co-ordination and control of the carrying out of the building work.

Public Official means an individual having public official functions or acting in a public official capacity, and includes a Registered Certifier within the meaning of the EP&A Act 1979.

Registered Certifier means a person who is registered under the Building and Development Certifiers Act 2018 and whose registration is in force.

Regulated Work means the following:
a. The carrying out of work as an accredited practitioner under the Environmental Planning and Assessment Act 1979,
b. Any other work declared by this or any other Act to be regulated work.

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

Restrictive Covenant means any covenant, easement, restriction, or other private land agreement registered on the property title that may affect the use or development of the land.

Relevant certificate means the following certificates under the Environmental Planning and Assessment Act 1979:
a. A Complying Development Certificate,
b. A certificate referred to in section 6.4 of the EP & A Act 1979.

Secretary means the Secretary of the Department.

Tribunal means the Civil and Administrative Tribunal.

Building Commission NSW

Information about registered certifiers - building surveyors and building inspectors
GUIDELINE

Important: this is a summary document only.

Before signing any contract for certification work, make sure you understand your obligations and what you are agreeing to. The Building Commission website has more information about certifiers.

Under section 31(2) of the *Building and Development Certifiers Act 2018* and clause 31 of the *Building and Development Certifiers Regulation 2020*, a contract to carry out certification work must be accompanied by an applicable document made available on the website of the Department of Customer Service (which includes Building Commission NSW).[1] This is the applicable document for certification work involving a certifier registered in the class of **building surveyor** or **building inspector**, working in either the private sector or for a local council.

This document summarises the statutory obligations of the registered certifier who will assess your development and your obligations as the applicant for the development. It also sets out the types of information that can be found on the Building Commission's online register of registrations and approvals.

Obligations of registered certifiers

The general obligations of registered certifiers include compliance with their conditions of registration, to hold professional indemnity insurance, comply with a code of conduct and avoid conflicts of interest.

Who does a registered certifier work for?

A registered certifier is a public official and independent regulator, registered by the Building Commissioner.

Certifiers must carry out work in a manner that is impartial and in the public interest, even if this is not in the interests of the applicant, developer, or builder. Receiving a certificate is not guaranteed – the applicant is paying for the certifier to assess the application and determine *whether or not* a certificate can be issued.

It is a serious offence to attempt to bribe or influence a certifier, attracting a maximum penalty of $110,000 and/or two years imprisonment.

1 Visit www.nsw.gov.au/departments-and-agencies/building-commission.

Obligations of the applicant

An applicant is the person seeking a certificate, or engaging a certifier for other certification work, under the *Environmental Planning and Assessment Act 1979*.

As an applicant, you have the following obligations:

- Appoint, and enter into a contract with, your chosen certifier.
- Pay the certifier's fees before any certification work[2] is carried out.
- Communicate with your builder to ensure the certifier is notified when work reaches each stage. If a mandatory inspection is missed, the certifier may have to refuse to issue an occupation certificate.
- Follow any written direction issued by the certifier and provide any requested additional information to assess an application.
- Meet the conditions of any development consent and ensure the development is carried out in accordance with the approved plans.

What does a registered building surveyor do?

Registered **building surveyors** issue certificates under the *Environmental Planning and Assessment Act 1979* (construction certificates, complying development certificates and occupation certificates), act as the **principal certifier** for development, and inspect building work.

The principal certifier will attend the site to carry out mandatory inspections at certain stages. When construction is complete, the certifier may issue an occupation certificate, which signifies that the work:

- is 'suitable for occupation' – this does not necessarily mean all building work is complete
- is consistent with the approved plans and specifications
- meets all applicable conditions of the approval.

The certifier does not manage or supervise builders or tradespeople or certify that the builder has met all requirements of the applicant's contract with the builder.

What does a registered building inspector do?

Registered **building inspectors** carry out inspections of building work[3] with the approval and agreement of the principal certifier. Building inspectors are not authorised to issue certificates or be appointed as the principal certifier.

2 Upfront fee payment is required for any work to determine an application for a development certificate or carry out a function of a principal certifier.

3 Building inspectors may inspect class 1 and 10 buildings under the Building Code of Australia; that is, houses, duplexes and the like; garages and sheds; and structures such as swimming pools, retaining walls and fences.

Principal certifier enforcement powers

If the principal certifier becomes aware of a non-compliance with the development approval, the certifier must, by law, issue a direction to you and/or the builder, requiring the non-compliance to be addressed. If it is not, the certifier must notify the council which may take further action.

The certifier is also required to respond appropriately if a complaint is made about the development.

Finding more information on certifiers

Details of the class of registration each certifier holds, their period of registration, professional indemnity insurance and disciplinary history can be found on the Building Commission NSW website www.nsw.gov.au/departments-and-agencies/building-commission

Questions?

The Building Commission NSW website www.nsw.gov.au/departments-and-agencies/building-commission has information about certifiers, enforcement powers, how to replace a certifier and resolving concerns about a certifier.

The NSW Planning Portal website www.planningportal.nsw.gov.au provides information on the NSW planning and development certification system.

Note, although Building Commission NSW regulates certifiers, it does not mediate in contract disputes and does not regulate the actions of councils. Visit the Building Commission NSW website for more information.

Contact us
For more information please contact Building Commission NSW: **T:** 13 27 00 **W:** nsw.gov.au and search 'Building Commission NSW'