

**Agreement between
The City of Canterbury Bankstown (the Council) and
(the Client)**

PART A. Introduction	
<p>1. The Council is a certifying authority and employs accredited certifiers (the Certifier) who are authorised to carry out the certification work which is the subject of this Agreement on behalf of the Council.</p> <p>2. The Client seeks to engage the Council to perform certification work on the terms set out in this Agreement, required by Section 73A of the Building Professionals Act 2005.</p>	
PART B. Interpretation	
Words and terms used in this Agreement are defined in Part K Dictionary	
PART C. Parties to the Agreement	
1. The Council	
Name of Council: The City of Canterbury Bankstown	
Street Address Bankstown Customer Service Centre Upper Ground Level Civic Tower 66-72 Rickard Road BANKSTOWN NSW 2200 Campsie Customer Service Centre 137 Beamish Street CAMPSIE NSW 2194	Postal Address PO Box 8 BANKSTOWN NSW 1885 Telephone (02) 9707 9000 Fascimile (02) 9707 9700
Email: council@cbc.city.nsw.gov.au	
2. The Client	
First Name	Family Name
Address	Postal Address
Telephone	Mobile
Email	
PART D. Certifier's Details	
<p>These are the details of the employee that Council proposes, at the date of the Agreement, to have carry out the certification work. If the Council later decides to have another employee carry out the certification work, the Council will within two days notify the Client in writing of the name and accreditation number of that other employee.</p>	
Name of Council Certifier: The City of Canterbury Bankstown	Accreditation Number

PART E. The Development		
Description of development		Address of development
Formal particulars of the title of the development site		
Lot No.	Section No.	Deposited Plan/Strata Plan No.
Development consent details Tick appropriate box/s and complete as applicable		
Development consent granted by consent authority Name of consent authority: Canterbury-Bankstown Council Development Consent No. Date of Development Consent	Development consent given by the issue of a complying development certificate (CDC) Name of certifying authority: Canterbury-Bankstown Council Complying Development Certificate No. Date of Certificate	Part 4A certificates issued Type of Part 4A certificate issued Name of certifying authority: Canterbury-Bankstown Council Certificate No. Date of Certificate
Details of approved documents		
Details of plans, specifications and other documents approved by Development Consent/CDC		Details of plans, specifications and other documents which are the subject of any Part 4A Certificate
Inspections Any inspections of the development site or the development required under the EP&A Act or the EP&A Regulation will be carried out as follows: Tick appropriate box/s and complete as applicable		
Inspections by the Council Certifier After excavation for, and prior to the placement of, any footings, and Prior to pouring any in-situ reinforced concrete building element, and Prior to covering of the framework for any floor, wall, roof or other building element, and Prior to covering waterproofing in any wet areas in a class 1 or 10 building, and Prior to covering waterproofing in any wet areas. for a minimum of 10% of rooms with wet areas within a class 2, 3 or 4 building, and Prior to covering any stormwater drainage connections, and After the swimming pool barrier has been erected, and After the building work has been completed and prior to any occupation certificate being issued in relation the building.		
* These are the details of the person that Council proposes, at the date of the agreement, to perform the inspections. In the event that these proposed arrangements change, Council will inform the Client in writing who will be carrying out inspections as soon as possible after the arrangements are made.		

PART F.**Certification Work to be Performed**

Tick one or more boxes as appropriate

1. Determination of Applications for Development Certificates

- 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*

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

Undertaking the functions of PCA for the development*

* Refer to relevant Attachment(s) that contain a **Description of Services** and the relevant **Fees and Charges**.**PART G.****Fees and Charges****1. Development certificates****(a) Set fees and charges**

- i. The fees and charges for the determination of an application for a development certificate are set out in the relevant Attachment(s).
- ii. The set fees and charges for the determination of a development certificate must be paid to the Council before, or at the time, an application for the development certificate is lodged with the Council.

(b) Contingency fees and charges

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

2. PCA functions**(a) Set fees and charges**

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

(b) Contingency fees and charges

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

PART H.**Statutory Obligations**

Tick one or more boxes as appropriate

An information brochure which is to include information about statutory obligations must accompany this Agreement, if one is published by the Building Professionals Board on its website. The Board is the statutory body that accredits the Certifier and administers the *Building Professionals Act 2005*.

A copy of the Board's Information Brochure is attached

The Board has not published a brochure as at the date of the Agreement

PART I.**Date of Agreement**

This Agreement is made on the _____ (day) of _____ (month) of 20____ (year)

PART J.**Signature(s)**

Signed/executed by or on behalf of the Client

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 *BP 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.

BP Act means the *Building Professionals Act 2005*

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 109E(3)(d) 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 sub-division 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 109E of the EP&A Act

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

Attachment: Application for a Complying Development Certificate (CDC)

Description of Services

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

1. Provide a blank copy of CDC application form to the Client.
2. If necessary, obtain a certificate under section 149 of the EP& A Act.
3. Conduct an inspection of, or arrange for another accredited certifier to inspect, the development site, and prepare 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. Assess 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. Determine the application and prepare a notice of the determination.
7. If the application is granted:
 - a. prepare a complying development certificate
 - b. endorse all relevant plans, specifications and other documents
 - c. prepare any associated fire safety schedule or fire link conversion schedule
 - d. ascertain if any long service payment levy is required to be made, and if so, that the amount (or instalment) has been paid.
 - e. ascertain if any contributions plan requires the CDC to be subject to a condition requiring a monetary payment.
 - f. issue CDC to the Client together with associated endorsed plans specifications and other approved documents.
 - g. forward copies of documents prepared to statutory authorities, including the NSW Rural Fire Service, as required by the EP&A Regulation.

Fees and Charges (Tick one of the following)

Fixed fee agreement	Variable costs agreement
Council will undertake for a fixed fee all work involved in assessing, determining and finalising the application as set out in the Description of Services, including the costs of any service provided by a third party and any fees for obtaining or lodging documents, except for contingency items (if any) specified below.	Council will undertake all work involved in assessing, determining and finalising the application as set in the Description of Services upon the following basis:
Fixed Fee	Councils Fee for Services
\$	\$
Contingency items # *	Third party fees for services (including for another accredited certifier's services)*
	\$
	Fees for certificates and lodgement of documents*
	\$
	Contingency items # *

If applicable, insert description of the contingency item – eg, 'additional inspection if access not available'. If no provision is to be made for contingency items, write 'N/A'

*Insert amount or basis of calculation e.g. "At cost" or "\$.....per hour"

Attachment: Application for a Construction Certificate (CC)

Description of services

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

1. Provide a blank copy of CC application form to the Client.
2. If necessary, obtain a certificate under section 149 of the EP& A Act
3. If the development is on a site which affects an existing building, inspect, or arrange for another accredited certifier to inspect, the building and prepare a record of the inspection.
4. If clause 144 of the EP& A Regulation applies to the development (i.e. alternative solutions for certain fire safety measures), apply to the Fire Commissioner for an initial fire safety report.
5. If the development is a residential flat building, obtain a design verification from a qualified designer under clause 50(1A) of the EP& A Regulation
6. If clause 144A of the EP& A Regulation applies to the application (i.e. where there is an alternative solution relating to fire safety requirements) obtain a compliance certificate or written report from a fire safety engineer.
7. Assess whether the application satisfies the requirements of the EP&A Regulation, including compliance with the BCA, the development consent and any pre-conditions to the issue of a CC.
8. Determine the application and prepare a notice of the determination.
9. If the application is granted:
 - a. prepare a construction certificate
 - b. endorse all relevant plans, specifications and other documents
 - c. prepare any associated fire safety schedule or fire link conversion schedule
 - d. ascertain if any long service payment levy is required to be made, and if so, that the amount (or instalment) has been paid.
 - e. ascertain if any security or monetary payment or levy under sections 94 or 94A of the EP&A Act are required before the CC is issued.
 - f. issue CC to the Client together with associated endorsed plans specifications and other approved documents.
 - g. forward copies of documents prepared to the consent authority as required by the EP&A Regulation.

Fees and charges (Tick one of the following)

Fixed fee agreement	Variable costs agreement
Council will undertake for a fixed fee all work involved in assessing, determining and finalising the application as set out in the Description of Services, including the costs of any service provided by a third party and any fees for obtaining or lodging documents, except for contingency items (if any) specified below.	Council will undertake all work involved in assessing, determining and finalising the application as set in the Description of Services upon the following basis:
Fixed Fee	Councils Fee for Services
\$	\$
Contingency items #*	Third party fees for services (including for another accredited certifier's services)*
Referral to NSW Fire & Rescue for initial fire safety report under clause 144 Environmental Planning and Assessment Regulation 2000 (if relevant).	\$
	Fees for certificates and lodgement of documents*
	\$
	Contingency items # *

If applicable, insert description of the contingency item – eg, 'additional inspection if access not available'. If no provision is to be made for contingency items, write 'N/A'

*Insert amount or basis of calculation e.g. "At cost" or "\$.....per hour"

Attachment: Application for a Occupation Certificate (OC)

Description of services

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

1. Provide a blank copy of an OC application form to the Client.
2. Conduct 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), apply to the Fire Commissioner for a final fire safety report.
4. Obtain a final fire safety certificate or interim fire safety certificate as required by the EP& A Regulation.
5. If the development is a residential flat building to which clause 154A of the EP&A Regulation applies, obtain a further design verification from a qualified designer in relation to the completed works.
6. Ensure 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.
7. 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), obtain 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.
8. Assess 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).
9. Determine the application and prepare a notice of the determination.
10. If the application is granted, prepare an OC and issue it to the Client.
11. Forward copies of documents prepared to the consent authority and the council as required by the EP&A Regulation.

Fees and charges (Tick one of the following)

Fixed fee agreement Council will undertake for a fixed fee all work involved in assessing, determining and finalising the application as set out in the Description of Services, including the costs of any service provided by a third party and any fees for obtaining or lodging documents, except for contingency items (if any) specified below.	Variable costs agreement Council will undertake all work involved in assessing, determining and finalising the application as set in the Description of Services upon the following basis:
Fixed Fee \$	Councils Fee for Services \$
Contingency items # * Referral to NSW Fire & Rescue for final fire safety report under clause 152 Environmental Planning and Assessment Regulation 2000 (if relevant).	Third party fees for services (including for another accredited certifier's services)* \$ Fees for certificates and lodgement of documents* \$ Contingency items # *

If applicable, insert description of the contingency item – eg, 'additional inspection if access not available'. If no provision is to be made for contingency items, write 'N/A'

*Insert amount or basis of calculation e.g. "At cost" or "\$.....per hour"

Attachment: Application for a Subdivision Certificate (SC)

Description of services

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

1. Provide a blank copy of SC application form to the Client.
2. Conduct an inspection of any subdivision work, if necessary.
3. Ascertain if any conditions of development consent, or requirements of a planning agreement, which are required to be complied with before a SC may be issued have been satisfied.
4. Ascertain if a certificate of compliance from a water supply authority is required, and if so, whether one has been obtained.
5. Ascertain if objector rights of appeal, if any, have lapse or been determined.
6. Ascertain if any drainage easement is required by an order under section 40 of the Land and Environment Court Act 1979, and if so, whether such an easement has been provided
7. If any subdivision work has not been completed, ascertain if any agreement has been reached with the consent authority relating to the payment for, or the giving of security for, the completion of the subdivision work.
8. Determine the application and prepare a notice of determination.
9. If the application is granted, prepare a subdivision certificate and endorse the plan of subdivision.

Fees and charges (Tick one of the following)

Fixed fee agreement	Variable costs agreement
Council will undertake for a fixed fee all work involved in assessing, determining and finalising the application as set out in the Description of Services, including the costs of any service provided by a third party and any fees for obtaining or lodging documents, except for contingency items (if any) specified below.	Council will undertake all work involved in assessing, determining and finalising the application as set in the Description of Services upon the following basis:
Fixed Fee \$	Councils Fee for Services \$
Contingency items #*	Third party fees for services (including for another accredited certifier's services)* \$ Fees for certificates and lodgement of documents* \$ Contingency items#*
# If applicable, insert description of the contingency item – eg, 'additional inspection if access not available'. If no provision is to be made for contingency items, write 'N/A' *Insert amount or basis of calculation e.g. "At cost" or "\$.....per hour"	

Attachment: Application for a Compliance Certificate

Description of Services

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. Conduct an inspection of any building work or subdivision work, if necessary.
2. Where appropriate, ascertain 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, prepare a compliance certificate and issue it to the Client.

Fees and Charges

(Tick one of the following)

Fixed fee agreement	Variable costs agreement
Council will undertake for a fixed fee all work involved in assessing, determining and finalising the application as set out in the Description of Services, including the costs of any service provided by a third party and any fees for obtaining or lodging documents, except for contingency items (if any) specified below.	Council will undertake all work involved in assessing, determining and finalising the application as set in the Description of Services upon the following basis:
Fixed Fee \$	Councils Fee for Services \$
Contingency items # *	Third party fees for services (including for another accredited certifier's services)* \$ Fees for certificates and lodgement of documents* \$ Contingency items # *
<p># If applicable, insert description of the contingency item – eg, 'additional inspection if access not available'. If no provision is to be made for contingency items, write 'N/A'</p> <p>*Insert amount or basis of calculation e.g. "At cost" or "\$.....per hour"</p>	

Attachment: Undertake the functions of Principal Certifying Authority (PCA)

Description of Services

The Certifier will, on behalf of the Council, 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, the Certifier will:
 - a. notify the consent authority of the Certifier's appointment as PCA
 - b. notify the Client of all inspections that are required to be carried out of the building work or subdivision work.
2. Ascertain, before any building work or subdivision work commences, that a construction certificate or complying development certificate has been issued for the work.
3. Ascertain, 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. The Certifier will either carry out all critical stage inspections of the building work or subdivision work prescribed by the EP&A Regulation or required by the Certifier, or ensure that the inspections are carried out by another certifying authority. However, the Certifier will personally carry out the last critical stage inspection that is prescribed for a building.
5. The Certifier will make a record as required by the EP&A Regulation of all inspections that he or she carries out and will ensure that any other certifying authority that has carried out an inspection also prepares a report and supplies it to the Certifier.
6. The Certifier will determine whether any inspection (other than the last critical stage inspection) has been not carried out due to circumstances that were unavoidable, and whether the work that would have been inspected was satisfactory. The Certifier will make a record of any such missed inspection as required by the EP&A Regulation and provide a copy to the Client. The Certifier will also notify the principal contractor or owner builder of the missed inspection as required by the EP&A Regulation.
7. Determine applications for occupation certificates or subdivision certificate (subject to separate terms under this Agreement) Compliance functions
8. The Certifier will take such steps as he or she 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. 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 Certifier considers to be in the public interest to address.
9. Without limiting the actions that the Certifier may take, the Certifier 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 Certifier considers appropriate, including the consent authority, NSW Fair Trading or an environmental protection agency
 - e. issue notices under section 121H of the EP&A Act

Fees and Charges (Tick one of the following)	
Fixed fee agreement Council will undertake for a fixed fee all work involved in assessing, determining and finalising the application as set out in the Description of Services, including the costs of any service provided by a third party and any fees for obtaining or lodging documents, except for contingency items (if any) specified below.	Variable costs agreement Council will undertake all work involved in assessing, determining and finalising the application as set in the Description of Services upon the following basis:
Fixed Fee \$	Councils Fee for Services \$
Contingency items # *	Third party fees for services (including for another accredited certifier's services)* \$ Fees for certificates and lodgement of documents* \$ Contingency items # *
# If applicable, insert description of the contingency item – eg, 'additional inspection if access not available'. If no provision is to be made for contingency items, write 'N/A' *Insert amount or basis of calculation e.g. "At cost" or "\$.....per hour"	

PRIVACY NOTICE

Council is required under the Privacy and Personal Information Protection Act 1998 (PPIPA) to collect, maintain and use your personal information in accordance with the Privacy Principles and other relevant requirements of the PPIPA.

Personal information requested on this form will only be used to fulfil the purpose for which it is being collected. Provision of this information is voluntary and is required to help process your application. Council is regarded as the agency that holds the information and access is restricted to council officers and other authorised people. You may apply to access or amend the information. For further information or clarification please contact the Privacy Contact Officer at Council.

BANKSTOWN CUSTOMER SERVICE CENTRE
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CANTERBURY-BANKSTOWN COUNCIL
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