



## THE CONTRACT

### Agreement for the Performance of Certification Works Clause 19A of the Building Professionals Regulation, 2007

#### Agreement Between

This agreement is between The Certifier (*as identified in section C1*) and the Client (*as listed in Section C2*) of this contract.

#### Part A. Introduction

1. The Certifier is an accredited certifier and is authorised to carry out the certification work which is the subject of this Agreement.
2. 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

##### 1. The Certifier

George Watts BPB 0434  
Greenfield Certifiers Pty Ltd  
Unit 3, 42 Carrington Rd Castel Hill NSW 2154  
Ph 02 9894 0713 [george@greenfieldcertifiers.com.au](mailto:george@greenfieldcertifiers.com.au)

##### 2. The Client

Name:		
<input type="text"/>		
Postal Address:		
<input type="text"/>		
Phone	Fax	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>

#### Part C: Certifier's Insurance Details

Name of insurer: Lloyd's of London via SRS Underwriting Agency  
Address: Suite 2, Level 21 Angel Place, 123 Pitt Street, Sydney NSW 2000  
Policy No/Identifier: PI 13 0003104  
Period of insurance cover: 4 April, 2015 to 4 April, 2016

#### Part D: The Development

Lot/s No.	DP/SP No.	Section/Volume/Folio
<input type="text"/>	<input type="text"/>	<input type="text"/>
Unit/Shop/Street No.	Street Name	
<input type="text"/>	<input type="text"/>	
Suburb	Postcode	
<input type="text"/>	<input type="text"/>	
Description of Development		
<input type="text"/>		

<input type="checkbox"/> <b>Development Consent issued by Council</b> Development Consent <input style="width: 100%;" type="text"/> Date of Approval <input style="width: 100%;" type="text"/> Issued By <input style="width: 100%;" type="text"/>	<input type="checkbox"/> <b>Complying Development Certificate</b>  <input type="checkbox"/> <b>George Watts</b> <b>BPB0434</b> If other Certifier please Specify: <input style="width: 100%;" type="text"/> Certificate No. <input style="width: 100%;" type="text"/> Date of Certificate <input style="width: 100%;" type="text"/>
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**Details of approved documents**

The plans, specifications and other documents approved by Council as part of the above mentioned development consent or as listed on the above mentioned Complying Development Certificate.

**Inspections**

All inspections of the development site or the development required under the EP&A Act or the EP&A Regulation will be carried out by the certifier. These are details of the person that the Certifier proposes, at the date of the Agreement, to have perform the inspections. In the event that these proposed arrangements change, the Certifier will inform the Client in writing of the details of the person who will be carrying out the inspections as soon as possible after arrangements are made.

**Part E. Certification work to be performed**

**1. Determination of Applications for Development Certificates**

<input type="checkbox"/> Complying Development Certificate <input type="checkbox"/> Compliance Certificate	<input type="checkbox"/> Construction Certificate <input type="checkbox"/> Occupation Certificate*
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**2. Undertaking the functions of Principal Certifying Authority (PCA)**

The certifier undertakes the functions of PCA for the development, refer to the fee quote attached which contain a Description of Services and the relevant Fees and Charges

***I hereby grant authority to Greenfield Certifiers to act as my agent to issue notification to my neighbours in accordance with EPA Regulation 136AB Notice to neighbours (7 day notification that work is to commence) I understand that the Regulation requires that my contact details must be listed on the Notification.***

**Part F. Fees and charges**

**1. Development certificates**

**(a) Set fees and charges**

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

**(b) Contingency fees and charges**

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. In respect of any unforeseen contingency work provided for under this Agreement, the Certifier 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**

The fees and charges for the Certifier to carry out the functions as the PCA for the development are set out in the relevant Attachment(s). 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 Certifier commences to carry out any of those functions.

**(b) Contingency fees and charges**

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. In respect of any unforeseen contingency work provided for under this Agreement, the Certifier is to send an invoice to the Client within 21 days after the completion of any such work.

**Part G. Statutory obligations (tick appropriate box)**

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

<input type="checkbox"/> A copy of the Board's Information Brochure is attached
<input type="checkbox"/> The Board has not published a brochure as at the date of the Agreement

**Part H. Conditions of Engagement**

1. Greenfield Certifiers Pty Ltd shall perform the services as listed in the "Description of Services" (*the Services*) in accordance with these conditions and the attached Letter of Fee Proposal, which, when read together, form the contract (Contract) between you (the Client) and Greenfield Certifiers Pty Ltd.
2. Greenfield Certifiers Pty Ltd must perform the Services to the standard of skill, care and diligence as is reasonably expected of a consultant performing the same or similar services.
3. The Client must pay to Greenfield Certifiers Pty Ltd the Fee, the Reimbursable Expenses, the value of any Contingency Fees and any reasonable costs incurred by Greenfield Certifiers Pty Ltd in performing its obligations under this Contract and agreed to by the Client.
4. The Client must provide to Greenfield Certifiers Pty Ltd all relevant, up-to-date and accurate information and documents relevant to the Services at the commencement, and during the term of, this contract. Greenfield Certifiers Pty Ltd may rely on information and documents provided by the Client, but is under no duty to verify their accuracy or completeness.
5. Twelve months from the date of Greenfield Certifiers Pty Ltd final inspection or where a final inspection has not been requested by the Client, the last inspection undertaken by Greenfield Certifiers Pty Ltd, each party releases the other from all current and future liability, save for any claim or dispute that has been notified in writing before that date.

**6. Twelve months from the date of Greenfield Certifiers Pty Ltd final inspection or where a final inspection has not been requested by the Client, the last inspection undertaken by Greenfield Certifiers Pty Ltd, this contract shall expire and have no binding effect on Greenfield Certifiers Pty Ltd to provide any further service and in particular to accept an application for an occupation certificate.**

7. Any dispute between the Client and Greenfield Certifiers Pty Ltd may be notified in writing by a party to the other party. If a dispute is to be notified, it must be delivered by hand or registered post, and adequately detail the dispute. Within seven days of service of a notice, senior representatives from each party with authority to settle the dispute must meet and use best endeavours to resolve the dispute. If the dispute is not resolved within seven days (or other period as agreed between the parties), either party may by written notice refer the dispute to a mediator appointed by both parties, or failing such agreement, appointed by the President of the Institute of Arbitrators and Mediators Australia. If the dispute is not resolved by mediation, either party may commence legal proceedings or such alternative dispute resolution proceedings as agreed in writing by the parties. A party cannot comment legal proceedings unless it has issued a notice under this clause and the requirements of this clause have been complied with.
8. Greenfield Certifiers Pty Ltd does not accept any liability in regard to restrictive covenants applicable to land which an approval has been issued to construct a building. Persons to whom the approval is issued must rely on their own enquirers as to whether or not the building breaches such covenant.

**Part I. Date of agreement**

This Agreement is made on the following date	
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**Part J. Signatures**

Signature of Client	Signature of Certifier