

Complying Development Certificate Document Checklist

The following documents will need to be provided to enable an accurate assessment of the complying development certificate. **Please note: Further information may be requested during the assessment process.**

- Complete and sign the Application inclusive of Principal Certifier Appointment.
- Complete and sign the Notice of Commencement (prior to commencement of works)
- Provide a copy of Architectural plans. Plans are to be to scale and include:
 - All BASIX requirements are to be nominated on the plans (if applicable)
 - Erosion and Sediment Control plan
 - A stormwater drainage plan and design certification.
 - BAL and Flood Zone construction requirements (if applicable)
 - A landscaping design plan
 - A driveway longitudinal section drawing compliant with AS2890.1-1993 (if applicable)
- Provide a copy of the Land title and DP/SP plan.
- Provide a copy of Survey plan and associated report.
- Provide a copy of the Sydney Water quick check approval.
- Provide a copy of Section 10.7 (2) / (5) Basic planning certificate from Council (**Not more than 6 months old**)
- Provide a copy of Engineer endorsed structural details and design certification.
- Provide a copy of Building Specifications.
- Provide a copy of Section 138 Approval (for any proposed driveway crossings or works on public road).
- Provide a copy of the BASIX Certificate (if works is valued greater than \$50k or swimming pool capacity exceeds 40,000L)
- Provide proof of payment of any Council Contribution Fees. (if applicable)

- Provide proof of payment of any Council Damage Deposit Fees. (if applicable)
- Provide proof of payment of Long Service Levy. (if work is valued >\$25,000)
- Provide a copy of the Owner Builder Permit. (for works over \$10,000) OR the Home Owners Warranty Insurance (for works over \$20,000)
- Provide payment of CityLife Building Approvals fee (direct debit payment) as per fee proposal – **BSB 302-162 ACCOUNT 1651773**. Payable on Application of the Complying Development Certificate.

Application for Complying Development

Type of Complying Development Application

New Application Modification Application Existing CDC Number _____

1.0 Location of Proposed Development

Lot DP/SP Unit Number House Number

Street

Suburb

Postcode

2.0 Applicant Details

The certifier must advise adjoining neighbours when certain complying development applications have been lodged. Clause 130AB of the EP&A Regulation requires this written advice to include the name, address and contact details (mobile phone/email) of the applicant.

Please note: The applicant must be the property owner or a person authorised by the owner to lodge the application.

Name of Applicant:

Postal Address:

Address (including state and post code):

Telephone:

Mobile:

Email:

3.0 Owner(s) Details

Signatures of all registered owners are required on the last page of this application form. Without signatures of all registered owners, the application cannot be lodged.

	Given Name(s)		Surname(s)
1.	<input type="text"/>	1.	<input type="text"/>
2.	<input type="text"/>	2.	<input type="text"/>
3.	<input type="text"/>	3.	<input type="text"/>

Email:

Mobile:

Telephone:

Address (including state and post code):

4.0 Estimated Cost of Development

Must be the full contract price for labour and materials or a genuine cost estimate of work inclusive of GST. If understated, the amount will be adjusted using standard industry guide.

\$

5.0 State Environmental Planning Policy

This Complying Development application is made under: (please tick the applicable box)

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

Other

6.0 Description of Proposed Development

Please provide a detailed description of the proposal

7.0 Building Classification

Class of the proposed building under the Building Code of Australia.

8.0 Development Details

Asbestos

If any bonded asbestos or friable asbestos material will be disturbed, repaired or removed in carrying out the development, what is the estimated area of the material?

m2

N/A

BASIX

Does the development proposed require a BASIX certificate? Yes

No

Long Service Levy

If the value of work is \$25,000 or more (inclusive of GST), the Building and Construction Industry Long Service Levy must be paid before a Complying Development Certificate can be issued.

Is the long service levy payable for the proposed development? Yes

No

9.0 Details of Principal Contractor/Owner builder

If you are using a licenced builder for residential building work exceeding \$20,000, a Certificate of Home Building Compensation Fund (HBCF) Insurance must be provided to confirm that it has been obtained.

Please Note: A copy of the HBCF Certificate of Insurance must be submitted to the PC prior to building work commencing.

Has a Certificate of Insurance under the HBCF been provided? Yes No N/A

Name (given name/surname):

Company:

License Number:

Postal Address:

Address (including state and post code):

Telephone:

Mobile:

Email:

10. Appointment of Principal Certifier (PC)

It is a requirement that a PC be appointed before the commencement of work. The PC must be a registered certifier and will carry out mandatory critical stage inspections, and any other inspection requirements, in accordance with section 81A of the Environmental Planning and Assessment Act 1979. The PC may also issue an Occupation Certificate which permits occupation or use of a building or part.

I wish to appoint **Livio Mocchetti (Registered Certifier BDC2928) of Citylife Building Approvals** as Principal Certifier:

Yes

No

Appointer Details

Please Note: The appointor cannot be the building contractor unless they own the property.

Name (given name/surname):

Address (including state and post code):

Telephone:

Mobile:

Email:

Appointer Declaration

- I the appointer have freely chosen to engage the PC services of Livio Mocchetti of Citylife Building Approvals.
- I the appointer have read and understood the **service terms and conditions** attached to this application and understand the roles of both myself as the appointer and Livio Mocchetti as the registered certifier.

Appointer's Signature

Date

11. Declarations

Please review and tick the following boxes

Applicant Declaration

I declare that all information provided within this application is, to the best of my knowledge, true and correct.

I understand that building work cannot commence until 2 days after the notice of commencement.

I understand it is my obligation to ensure all mandatory critical stage inspections are arranged by means of 24 hour prior notice.

I Understand in the event of missed inspections or building works not built in accordance with the development approval (Construction Certificate/Complying Development Certificate) the PC will be unable to issue an Occupation Certificate.

Applicant Signature

Date

Owner(s) Declaration

I/We owner/s of the land are in agreement that the contract is subject to the terms and conditions presented here in.

I/We owner/s of the land consent to the making of this Development Application.

I/We owner/s of the land consent Livio Mocchetti of Citylife Building Approvals to act as Principal Certifier.

I/We owner/s of the land consent the Principal Certifier to enter the land in order to carry out mandatory inspections related to the application.

Owner Signature

Date

Owner Signature

Date

Owner Signature

Date

12. Building Materials

The following information is required for the purpose of providing information to the Australian Bureau of Statistics.

Area of land (m2):

Gross Floor Area of existing building (m2):

Gross Floor Area of proposed addition or new building (m2):

Number of storeys the proposed building will consist of:

Construction Materials Data

Exterior Wall Material	Code
Brick veneer	<input type="checkbox"/> 12
Full Brick	<input type="checkbox"/> 11
Single Brick	<input type="checkbox"/> 11
Concrete Block	<input type="checkbox"/> 11
Concrete/Masonry	<input type="checkbox"/> 20
Concrete	<input type="checkbox"/> 20
Steel	<input type="checkbox"/> 60
Fibrous cement	<input type="checkbox"/> 30
Hardiplank	<input type="checkbox"/> 30
Timber or Weatherboard	<input type="checkbox"/> 40
Clad - Aluminium	<input type="checkbox"/> 70
Curtain Glass	<input type="checkbox"/> 50
Other	<input type="checkbox"/> 80
Unknown	<input type="checkbox"/> 90

Roof Material	Code
Aluminium	<input type="checkbox"/> 70
Steel	<input type="checkbox"/> 60
Concrete	<input type="checkbox"/> 20
Concrete Tile	<input type="checkbox"/> 10
Fibrous Cement	<input type="checkbox"/> 30
Fibreglass	<input type="checkbox"/> 80
Masonry or Terracotta	<input type="checkbox"/> 10
Slate	<input type="checkbox"/> 20

Floor Material	Code
Concrete	<input type="checkbox"/> 20
Timber	<input type="checkbox"/> 40
Other	<input type="checkbox"/> 80
Unknown	<input type="checkbox"/> 90

Frame Material	Code
Timber	<input type="checkbox"/> 40
Steel	<input type="checkbox"/> 60
Aluminium	<input type="checkbox"/> 70
Other	<input type="checkbox"/> 80
Unknown	<input type="checkbox"/> 90

13. Certification Service Terms and Conditions

1.0 General

The applicant and owner/s agree this contract relates directly to the information contained within the attached and signed application form and particularly the following information:

- 1.1 - CityLife Building Approvals including the business name, business address, telephone number and email address.
- 1.2 - The name and accreditation number of certifier carrying out the work as the Certifying Authority.
- 1.3 - The name and address and contact details of the applicant.
- 1.4 - The name of insurer by which the accredited certifier is currently covered, the identifying number of the insurance contract and the period of insurance cover.
which the indemnity provided by the insurance contract has effect.
- 1.5 - Any relevant development approval consents including any consent number, the date of issue of the consent and the name of the Consent Authority or Certifying Authority.
- 1.6 - Any plans, specifications or other documents submitted to with the relevant application.

2.0 Fees

- 2.1 - The client agrees to pay CityLife Building Approval's professional service fees as set out in the fee schedule at the time of or before submission of the relevant application.
- 2.2 - The client agrees to pay CityLife Building Approval's professional service fees for work arising as a result of unforeseen contingencies upon being issued with an invoice.
- 2.3 - The client agrees to pay fees for additional Mandatory Critical Stage inspections resulting from failed compliance with relevant Australian Standards and the NCC 2019 within 7 days of receiving an invoice.
- 2.4 - The client agrees to pay fees for additional inspections resulting from neighbour complaints where non-compliance is verified within 7 days of receiving an invoice.
- 2.5 - The client agrees to pay fees for additional inspections resulting from any staging of building works and/or variants within the construction sequence.
- 2.6 - The client agrees to pay any outstanding professional service fees prior to CityLife Building Approvals determining any application for an Occupation Certificate.
- 2.7 - In the event of additional services being provided prior to payment received, an invoice may be issued within 7 days from the completion of the requested service.
- 2.8 - The client agrees to pay Local Government fees when applicable; Local Government fees are invoiced separately to the professional services within the fee schedule.
- 2.9 - The client acknowledges and accepts liability for any unpaid fees and any associated debt recovery costs plus interest incurred from the time of the appointment.

3.0 Contractual Variations

The following contract variations will permit the Certifying Authority to invoice additional fees if:

- 3.1 - Any part of the Building Works are redesigned by client or representative on behalf of client.
- 3.2 - Any further Certificates and/or Modified Certificates are required to be issued by the Certifying Authority.
- 3.3 - The Client does anything that causes a delay to the Building Works or does anything that delays the ability of the Certifying Authority to carry out its obligation under this contract.
- 3.4 - The Building Works are not completed within 24 months from the date of contract execution.
- 3.5 - A Final Occupation Certificate has not been issued within 24 months from the date of contract execution.
- 3.6 - Any notice of intention to serve an order is required to be issued by the Certifying Authority.

4.0 Obligations of Livio Mucchetti of CityLife Building Approvals as Certifying Authority

- 4.1- The Certifying Authority shall issue a Construction Certificate, Complying Development Certificate or Occupation Certificate once:
 - 4.1.1 - The client has paid the Certifying Authority any money owed for work relating to any Construction Certificate, Complying Development Certificate or Occupation Certificate.
 - 4.1.2 - The design and construction of the Building Works comply with any relevant Development Consents, State Environmental Planning Policies and relevant State/Local Government planning instruments.
 - 4.1.3 - The design complies with the prescribed requirements of the NCC BCA and relevant Australian Standards.
- 4.2 - Agrees to notify the client of any Mandatory Critical Stage Inspections and their outcome as per the requirements of the EP&A Act.
- 4.3 - Agrees to notify Local Council of determination of certificates within (2) days of determination.
- 4.4 - Agrees to provide professional services in accordance with this agreement with care, diligence and in a timely manner.

5.0 Obligations of the Client

- 5.1 - Pay all fees within the fee schedule prior to any services taking place.
- 5.2 - Ensure that Building Works have not commenced prior to any Development Application taking place.

- 5.3 - Not engage any other Certifying Authority after you have signed this agreement to engage CityLife Building Approvals. CityLife Building Approvals reserves the right to recover any costs or losses as a result of breach of this clause.
- 5.4 - Ensure that the site is available for the Certifying Authority to carry out its contractual obligations.
- 5.5 - Comply with the terms and conditions of this Certification Contract Agreement.
- 5.6 - Provide the Certifying Authority with evidence of Home Owners Warranty insurance or Owner Builder Permit (if applicable) not less than 48 hours prior to the commencement of the Building Works.
- 5.7 - Provide the Certifying Authority with a minimum 1-day notice prior to booking any Mandatory Critical Stage inspections.
- 5.8 - Ensure that the contractors/trades people employed on the project are appropriately qualified, experienced, licensed and insured (as required) to carry out and certify the particular works.
- 5.9 - Provide the Certifying Authority with any further documentation and/or compliance certificates upon request.
- 5.10 - Comply with any Notices that the Certifying Authority issues.
- 5.11 - Ensure not to occupy the premises until an Interim or Final Occupation Certificate has been issued.
- 5.12 - In the event of a failed Mandatory Critical Stage inspection the development must be prevented from proceed to the subsequent construction stage until a satisfactory re-inspection result has been issued by the Certifying Authority.

6.0 Occupation Certificates

- 6.1 - An Occupation Certificate can only be issued by the Certifying Authority.
- 6.2 - The client agrees to pay any outstanding fees prior to the Certifying Authority determining any Occupation Certificate application.
- 6.3 - Issuing of any Occupation Certificate will be subject to the following requirements:
 - 6.3.1 - The completed Development has been constructed as per the correlated Development Approval, the EP&A Act and related regulations.
 - 6.3.2 - The Development is deemed to be safe and suitable for habitation as per the requirements of the NCC Building Code of Australia.
- 6.4 - The client acknowledges that the development must not be occupied until a satisfactory Occupation Certificate has been issued by the Certifying Authority.
- 6.5 - The client acknowledges that works completed outside of any Development Approval scope may result in the Certifying Authority
- 6.6 - The client acknowledges that any missed and/or failed Mandatory Critical Stage inspections that are not rectified prior to the application of an Occupation Certificate may prevent the Certifying Authority to issue an Occupation Certificate.

7.0 Contractual Termination

- 7.1 - Citylife Building Approvals reserves the right to terminate the contract if;
 - 7.1.1 - The Client fails to pay any money owing after 7 days of the invoice becoming payable.
 - 7.1.2 - The Client breaches the contract and fails to meet the obligations warranted within.
 - 7.1.3 - Any request for service is considered to be inappropriate or unlawful.
 - 7.1.4 - The Building Works have commenced without the issuing of a Development Approval.
 - 7.1.5 - Any factors outside of Citylife Building Approvals' control which will compromise the ability to perform the required services within required timeframes.
- 7.2 - The Client acknowledges and agrees that any payment of services made by Client are non-refundable upon termination of this contract.
- 7.3 - Citylife Building Approvals is not responsible for any loss incurred by the Client due to the termination of the contract.

8.0 Dispute Resolution

- 8.1 - If a dispute is to arise both parties (Client and Certifier) must agree to first meet in good faith to seek an agreement between them;
- 8.2 - If the parties cannot agree to resolve the dispute during the first meeting the dispute must be referred to mediation.
- 8.3 - Mediation may be provided by the Law Society of New South Wales in the event that both parties cannot agree on a mediator.

9.0 Definitions

- Building Work** – Any physical activity associated with the erection of a building.
- Certifier** - Livio Mochetti acting on behalf of CityLife Building Approvals performing functions of determining Development Approvals.
- Certifying Authority** - Certifying Authority within the meaning of the EP&A Act including a Principal Certifier.
- Certificates** - Statutory certificates and non-statutory certificates.
- Client** – Parties specified in part 2.0 of contract agreement.
- Development Approval** – An approved Construction Certificate and/or Complying Development Certificate.
- EP&A Act** – Environmental Planning and Assessment Act 1979.
- Mandatory Critical Stage inspections** – As prescribed in the Environmental Planning and Assessment Regulations 2000.
- NCC BCA** –National Construction Code Building Code of Australia

Role of registered certifiers – *Home Building Act 1989*

Important: this is a summary document only.

This is the form of information about the role of a registered certifier, approved by the Secretary for the holder of a contractor licence to give to the other party to a contract. It is an offence under section 11B of the *Home Building Act 1989* if the licence holder does not provide this document to the other party before entering into a contract.

This requirement applies to a contract under which the licence holder undertakes:

- to do, in person, or by others, any residential building work or any specialist work, or
 - to vary any such undertaking to do residential building work or any specialist work or the way in which any such work is to be done,
- but only if a registered certifier will be required with respect to some/all of the work.

This requirement does not apply to:

- a contract to do residential building work entered into between the holder of a contractor licence and a developer with respect to the work,
- a contract for which the contract price does not exceed \$5,000 or (if the contract price is not known) the reasonable market cost of the labour and materials involved does not exceed \$5,000,
- a contract of a class prescribed by the *Home Building Regulation 2014*¹.

A registered certifier is a public official, independent of the contractor

Registered certifiers are public officials who do not work for builders, contractors, developers or property owners. A certifier can be from the private sector or your local council.

A certifier's role is to make an independent assessment to determine if relevant requirements of the *Environmental Planning and Assessment Act 1979* have been met to warrant the issuing of a construction certificate, complying development certificate or occupation certificate.

Certifiers do not supervise or manage builders, contractors or building sites.

¹ None are currently prescribed by the Regulation.

What are a certifier's responsibilities at each stage?

Before construction starts, a certifier's responsibilities include to:

- check whether the proposed work will meet legislative requirements if built in accordance with the approved plans and specifications
- advise which inspections will be mandatory as the work progresses
- notify the council of their appointment as the principal certifier
- check your builder or contractor is licensed and insured under the *Home Building Act 1989*
- check whether any applicable conditions of your consent or approval are met
- check whether any applicable fees are paid, such as the long service levy
- install a sign on the building site, showing the certifier's details
- inspect the building site (if required).

During construction, a certifier's responsibilities include to:

- inspect the work in person, at each required stage
- if a non-compliance is identified, issue a direction to you and/or the builder requiring certain action to be taken, and notify the council if the required action isn't taken
- respond appropriately to any complaints about the development, including informing the council if needed.

After construction is finished, a certifier may issue an occupation certificate if:

- all relevant conditions of your consent are met, and you have applied for the occupation certificate, and
- all inspections have been carried out and the work is found to be satisfactory, unless an inspection (other than the final inspection) was missed under circumstances deemed unavoidable by the certifier (and evidence of suitability of the work is provided), and
- the work is 'suitable for occupation' in accordance with the Building Code of Australia. Important: this is a minimum standard of compliance that must be met. It does not guarantee that all the work has been completed. For example, a house or apartment may be suitable for occupation while painting or landscaping is still being completed.

An occupation certificate does not certify that the conditions of your contract with the builder have been met. The contract with your builder is a different contract to the contract with your certifier and must be considered separately.

Your obligations

Appoint and enter into a contract with your chosen certifier. The choice and appointment of a certifier is yours – your builder may recommend a certifier but cannot appoint the certifier for you, cannot offer to change the contract price, and cannot refuse to carry out work if a particular certifier is not appointed.

You must communicate with your builder, who will notify the certifier of each stage of work so the certifier can inspect it. If an inspection is missed, the certifier may have to refuse to issue an occupation certificate. You can request that the certifier and builder copy you into all correspondence between them.

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 at www.fairtrading.nsw.gov.au:

- [Details of registered certifiers](#) (or search 'appointing a certifier' from the homepage)
- [Disciplinary actions against certifiers](#) (or search 'certifier disciplinary register' from the homepage).

Questions?

The Fair Trading website www.fairtrading.nsw.gov.au has information about certifiers, enforcement powers, how to replace a certifier and resolving concerns about a certifier:

- Search '[what certifiers do](#)' for information about a certifier's role and responsibilities.
- Search '[concerns with development](#)' for information about enforcement powers of certifiers, councils and Fair Trading, and how to resolve concerns about a certifier.

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