

## Application for Occupation Certificate

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### Type of Occupation Certificate Application

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Whole of Building       Part of Building       Consent Number \_\_\_\_\_

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### 1.0 Location of Proposed Development

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Lot       DP/SP       Unit Number       House Number

Street

Suburb

Postcode

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### 2.0 Applicant Details

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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:

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### 3.0 Owner/s Details

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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):

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### 4.0 Development Consent

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Details of approved development consent (CC/CDC)

Development Consent Number

Date of Development Consent

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### 5.0 Description of Proposed Development

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Please provide a detailed description of the proposal

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## 6.0 Building Classification

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

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## 7.0 Declarations

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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 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 Occupation Certificate Application.
- 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.

Owner Signature

Date

Owner Signature

Date

Owner Signature

Date

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## 7.0 Certificate Checklist

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The following certificates (if applicable) will be required with the application for Occupation Certificate:

- Engineer for all structural elements (If applicable)
- Wet area waterproofing (from installer)
- Smoke detectors (from electrician)
- Termite protection (from installer and sticker to be placed in metre box)
- Glazing certificate (from manufacturer)
- Mechanical Ventilation (from Installer)
- Compliance Certificate BCA Clause 3.9.2.6 – Protection of openable windows (from builder/installer)
- FRL Wall Installation Certificate (from Installer)
- Stormwater Drainage (from Plumber)
- Insulation (from installer)
- Survey certificate (from registered surveyor)
- BASIX Completion Certificate

Please note: Depending on your particular project further information/certificates may be requested where applicable.

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## 8.0 Certification Service Terms and Conditions

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### 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 Mocchetti 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 Mucchetti 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 Aus