TF Certifiers + Consultants
Suite 301, 100 Pirie Street
Adelaide SA 5000

+61 8 8310 0212
admin@tfcertifiers.com.au
ABN 47 160 056 397
www.tfcertifiers.com.au

ACCEPTED DEVELOPMENT APPLICATION FORM

Complete applicable fields and check prefilled details. Engagement and acceptance are on page 2.

TF fee reference (FS number)

SA Planning Portal ID (if allocated)

Open PlanSA

Site address / location of proposed development

PROJECT CONTACT

Company / organisation

Contact name

Postal address

Email

Phone

Mobile

Fax (optional)

APPLICANT

☐ Same as project contact above

Applicant name

Email

Applicant postal address

LAND OWNER

☐ Same as applicant above

Owner name

Email

Owner postal address

BUILDER

☐ Owner-builder

Builder name (or TBA)

Licence number

Builder email

Current use

Description of proposed development

Lot number

Title reference

Estimated development cost ($)*

* Exclude non-fixed items such as furniture.

Has the construction industry training levy been paid? (work over $100,000)	☐ Yes	☐ No	☐ N/A
Has a domestic building work contract been entered into? (work $20,000 or more*)	☐ Yes	☐ No	☐ N/A
Has the building indemnity insurance certificate been provided, where required?	☐ Yes	☐ No	☐ N/A
Is the property heritage-listed or within a State or local heritage area?	☐ Yes	☐ No	☐ N/A

* BII applies to relevant domestic building work valued at $20,000 or more requiring development approval, subject to exemptions. Where required, provide the certificate with this application if a contract is in place or the contractor builds on their own behalf; otherwise before notice of commencement. N/A = not applicable.

☐ Accepted Development (office use)

☐ Not lodged on PlanSA (office use)

☐ I confirm the application information is accurate and complete to the best of my knowledge. Formal engagement and acceptance are recorded on page 2.

Date: ____ / ____ / ____

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TF fee reference

ENGAGEMENT OF PRIVATE CERTIFIER

This engagement relates to the project and TF fee reference on page 1. The Client engages Trento Fuller Building Certifiers & Consultants Pty Ltd ABN 47 160 056 397 trading as TF Certifiers + Consultants (TF) to provide the certification services in the accepted Fee Proposal, within TF's statutory authority.

CLIENT ENGAGING TF

Full legal name of individual or entity engaging TF (the Client)

Client ABN / ACN (if applicable)

Client email

Client postal address

Name of person authorised to accept for the Client

Position / authority

The Client accepts responsibility for TF's invoices. A project contact or invoice addressee does not replace the Client as debtor unless TF and the replacement debtor expressly agree in writing.

APPLICATION DECLARATIONS

- No notices under the Planning, Development and Infrastructure Act 2016 have been issued to the owner of the land or building forming part of the proposed development, except as disclosed to TF.
- I/we have authority to make this application and engage TF. Where I/we are not the owner, the owner has been notified of the proposed engagement and any owner consent required by law, including for a Class 1a dwelling, has been obtained.
- TF is authorised to lodge and administer the application and inspect and copy relevant council documents where permitted by law.
- Where the application involves construction of a building, I/we declare under Schedule 8 clause 6(1) of the Planning, Development and Infrastructure (General) Regulations 2017 that the building, if constructed in accordance with the submitted plans, would not be contrary to the regulations prescribed for section 86 of the Electricity Act 1996.
- Application documents are supplied with the authority of the relevant rights holders and may be provided to interested persons and authorities as permitted or required by law.
- I/we have checked the accuracy and completeness of the information supplied and will notify TF of changes. Incorrect or incomplete information may cause delay and additional fees under the TF Certification Terms.

Builder postal address (if appointed)

Domestic building contract date (if applicable)

INVOICE DETAILS

Complete if invoices are to be addressed to another contact or entity; the Client remains responsible for payment.

Invoice addressee / business name

ABN / ACN (if applicable)

Invoice contact name

Phone

Mobile

Invoice postal address

Invoice email

☐ **By checking this box, I confirm I am the authorised representative named above, can bind the Client, and accept the Fee Proposal and TF Certification Terms on pages 3-4, including responsibility for payment.**

Date: _____ / _____ / _____ DD / MM / YYYY

If TF has started work or issued a J project number, save and reply to your existing TF project email.
Otherwise return the completed PDF to newjobs@tfcertifiers.com.au. Include all four pages.

Check acceptance | Save completed form | Prepare return email

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TF CERTIFICATION TERMS

1. PARTIES, AGREEMENT AND PRIORITY

1.1 TF means Trento Fuller Building Certifiers & Consultants Pty Ltd ABN 47 160 056 397 trading as TF Certifiers + Consultants. Client means the legal person or entity identified in the "Client engaging TF" section of this form. The person accepting this Agreement confirms that they have authority to bind the Client.

1.2 The Client engages TF to provide the Certification Services for the Project described in the accepted Fee Proposal and this form. The engagement is accepted when the Client checks the acceptance box and returns the completed form, otherwise confirms acceptance in writing, or instructs TF to proceed after receiving these Terms.

1.3 A nominated invoice recipient does not replace the Client's payment obligation unless TF and the replacement debtor expressly agree in writing.

1.4 The Agreement comprises: (a) expressly agreed special conditions; (b) the project-specific scope, exclusions, fees and milestones in the accepted Fee Proposal; (c) these TF Certification Terms; and (d) the application information in this form. If there is an inconsistency, that order of priority applies, subject to mandatory law.

1.5 Any other standard terms printed on, attached to or referred to in a Fee Proposal, purchase order or Client document do not apply unless TF expressly identifies and accepts them as special conditions in writing. This prevents a second set of standard conditions from operating with these Terms.

2. STATUTORY ROLE AND INDEPENDENCE

2.1 Where an individual accredited professional acts as the relevant authority, that person will assess and determine the application within their authorised statutory functions. TF and the Accredited Professional must act independently, lawfully and in the public interest.

2.2 No fee, instruction, programme or commercial deadline requires a favourable decision. TF does not guarantee that a consent, approval, classification or certificate will be granted, or that another authority will issue an approval by a particular date.

2.3 Preliminary advice from the statutory assessor is limited to advice of a routine or general nature permitted by law. TF may decline design or consultancy work that would compromise, or reasonably appear to compromise, the Accredited Professional's independence.

2.4 Nothing in the Agreement excludes, transfers, suspends or limits a statutory function, duty, discretion, time requirement or public-interest obligation that cannot lawfully be altered by contract.

3. SCOPE OF CERTIFICATION SERVICES

3.1 TF will provide the Certification Services and Deliverables expressly described in the Fee Proposal, together with statutory functions arising from the accepted appointment that cannot lawfully be excluded.

3.2 Unless expressly included, TF does not provide architectural or engineering design, project management, construction supervision, work health and safety management, cost advice, continuous site surveillance, certification of Building Quality, or specialist reports for other disciplines.

3.3 TF's assessment of accessibility required as part of the Building Rules assessment is included to the extent stated in the Fee Proposal. Separate access design advice, broader Disability Discrimination Act consultancy and specialist access reports are excluded unless expressly included.

3.4 A Deliverable records TF's decision or advice at its stated date and for the identified documents and Project. It does not certify matters outside its stated scope or evidence that did not form part of TF's assessment.

4. CLIENT AUTHORITY, INFORMATION AND RESPONSIBILITIES

4.1 The Client confirms that it is authorised to make the application and engage TF, has made any required owner notification, and has obtained any owner consent required by law. The Client must disclose any notice, direction, existing appointment or circumstance relevant to TF's authority to act.

4.2 The Client authorises TF to lodge and administer material through the SA planning portal and to inspect and copy relevant council documents where permitted by law.

4.3 The Client must provide complete and accurate information within its knowledge, identify known errors or omissions, and promptly notify TF of material changes. TF may reasonably rely on information and specialist evidence within their stated scope, but will query material inconsistencies or gaps apparent when performing the Certification Services.

4.4 The Client must provide instructions, decisions, fees, documents and safe access within the time reasonably required. Client delay may extend TF's programme and may result in additional services under clause 6.

4.5 The Client remains responsible for appointing and coordinating designers, engineers, builders and other specialists, and for ensuring construction follows the approved documents. The Client must not represent that TF has approved work or occupation beyond the decision actually issued.

5. APPLICATION DECLARATIONS

5.1 The Client confirms that application material is supplied with the authority of relevant rights holders and may be disclosed through statutory processes, including to councils, referral bodies, regulators and interested persons where permitted or required by law.

5.2 The Client is responsible for checking the application information before submission. Corrections, replacement documents or incomplete information may delay lodgement or assessment and may be additional services where clause 6 applies.

5.3 Any electricity infrastructure declaration or other prescribed declaration is made by or for the applicant in the form and circumstances required by the applicable legislation. TF's receipt or lodgement of that declaration is not an independent warranty by TF of its factual accuracy.

6. FEES, SCOPE CHANGES AND ADDITIONAL SERVICES

6.1 The professional fees, included services, assumptions, reimbursable costs and invoice milestones are those in the accepted Fee Proposal. The offer may be accepted within the period stated there, or within 30 days of its date if no period is stated.

6.2 TF will notify the Client before undertaking an additional chargeable service and obtain written authorisation. The notice will identify a fixed additional fee or an agreed hourly rate and reasonable estimate. If immediate action is legally required, TF will notify the Client as soon as practicable; the Agreement does not postpone a statutory duty.

6.3 Additional services may include material redesign or revised documents, work outside the stated scope, repeated reviews beyond an included allowance, additional stages, missed inspections, reinspection, work caused by incorrect or incomplete Client information, prolonged delay, or work requested after a Deliverable. Delay or revised information does not justify charging twice for an included service or charging the Client to correct TF's own error.

6.4 Assessment, information requests, review comments and advice actually provided are chargeable at the agreed milestones whether or not a favourable decision is issued. Payment at an early milestone does not remove TF's obligation to perform later services included in the fixed fee.

6.5 If a Project is inactive for more than six months due to matters outside TF's control, TF may propose a revised programme and fee for remaining commercial services before recommencement. The Client may accept that proposal or end the remaining commercial services. This clause does not alter an unfinished statutory appointment or TF's statutory duties.

7. STATUTORY CHARGES, DISBURSEMENTS AND GST

7.1 Council, referral, portal, levy and other statutory charges are separate from TF's professional fees unless expressly included. They are payable at the applicable official amount, with any TF administration charge separately identified.

7.2 Reasonable external disbursements and separately approved specialist costs are payable as stated in the Fee Proposal or the written approval. GST is added where legally applicable unless the amount is expressly stated to include GST.

8. INVOICES AND PAYMENT

8.1 Invoices are payable within 14 days unless the Fee Proposal states otherwise. The Client should notify TF promptly of a genuine dispute, identifying the disputed amount and reasons, and must pay the undisputed balance when due. Delay in notifying a dispute does not make an incorrect invoice conclusive.

8.2 TF may require an agreed deposit or milestone payment only where stated in the Fee Proposal. TF may require payment of all undisputed fees due before completing its final assessment and determining the application. Payment does not purchase or require a particular statutory decision.

8.3 TF may recover reasonable external costs actually incurred in recovering an overdue undisputed debt, to the extent permitted by law. TF must take reasonable steps to minimise those costs.

9. INSPECTIONS, CONSTRUCTION AND OCCUPATION

9.1 The Fee Proposal must identify inspections included in TF's fee. Statutory inspection responsibilities that arise from TF's appointment remain subject to the Act, regulations and any applicable inspection policy.

9.2 The Client and builder must give required notices, arrange safe and timely access, expose relevant work and provide requested evidence. If a required stage is missed or concealed, TF may require reasonable alternative evidence, opening-up or reinspection before the matter is demonstrated.

9.3 An inspection is not continuous supervision and is limited to reasonably observable matters at the time and within the notified stage and statutory or agreed scope. TF is not responsible for concealed work or defective workmanship that could not reasonably be identified within that scope, without limiting TF's own duties and reasonable care.

9.4 Building work must not commence, and a building must not be occupied, merely because advice has been given or an invoice has been paid. The applicable consent, development approval, certificate or statutory permission must first be in force.

10. SPECIALIST EVIDENCE AND THIRD-PARTY RESPONSIBILITIES

10.1 TF may rely reasonably and proportionately on certificates, reports, calculations and other evidence prepared by appropriately qualified persons within their stated scope, assumptions, limitations, dates and revisions.

10.2 TF's review of another person's material does not transfer that person's design, construction or certification responsibility to TF. TF remains responsible for identifying an apparent material gap or inconsistency relevant to the decision TF is authorised and engaged to make.

10.3 The Client must ensure that specialist information is coordinated with the final Project documents and notify TF if an author withdraws, changes or qualifies evidence previously supplied.

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TF CERTIFICATION TERMS CONTINUED

11. INTELLECTUAL PROPERTY, PROJECT USE AND RELIANCE

11.1 Each party retains its pre-existing intellectual property. The Client grants TF a non-exclusive, royalty-free licence to use supplied material as reasonably necessary to perform, administer, audit, insure and defend the Certification Services and comply with law.

11.2 The Client confirms it is authorised to provide that material and is responsible for a third-party intellectual-property claim to the extent caused by the Client's unauthorised supply or instruction.

11.3 Subject to payment of amounts properly due, TF grants the Client a non-exclusive licence to use TF's Deliverables for the identified Project and provide them to Project participants, authorities, successors and funders for that purpose.

11.4 Reuse for another project, alteration that misrepresents TF's decision, or independent reliance by another person requires TF's written agreement, except where use or disclosure is authorised by law. Drafts must not be treated as final Deliverables.

12. CONFIDENTIALITY, PRIVACY, DIGITAL SYSTEMS AND RECORDS

12.1 Each party must take reasonable steps to protect the other's confidential information. Disclosure is permitted where required or authorised by law, for statutory lodgement or assessment, to professional advisers and insurers, and to personnel or service providers engaged for the Services on appropriate confidentiality terms.

12.2 TF may use approved electronic, cloud-based and automated document-processing systems to perform and administer the Services, subject to reasonable access controls, confidentiality safeguards and professional human review of material decisions. These systems do not replace the Accredited Professional's statutory judgment.

12.3 Each party must take reasonable care with electronic communications, verify unusual payment or account-change instructions through a separate contact method, and promptly notify the other of a suspected compromise affecting the Project.

12.4 TF may retain and dispose of Project records in accordance with applicable legal, professional, insurance and business-record requirements. Statutory public-access and regulatory-use requirements are not restricted by this clause.

13. PERSONNEL AND SPECIALIST ASSISTANCE

13.1 TF may use appropriately qualified employees, contractors and specialist assistance while remaining responsible for its agreed Services, subject to accreditation and statutory requirements.

13.2 Separately charged specialists require the Client's prior written approval of their scope and cost. An Accredited Professional's appointment or statutory decision-making function is not assigned, licensed or transferred under this clause.

14. INSURANCE

14.1 TF will maintain insurance required by applicable law and any additional cover expressly agreed in the Fee Proposal and will provide current evidence on reasonable request.

14.2 A certificate of currency does not represent that every contractual liability is insured. No unlimited cover or particular run-off period is promised unless expressly agreed after insurance review.

15. RESPONSIBILITY AND LIABILITY

15.1 Each party is responsible for loss to the extent caused by its breach of the Agreement or negligent or wrongful conduct. Neither party must indemnify or release the other for loss caused by the other party or persons for whom that other party is legally responsible.

15.2 TF does not assume a designer's, builder's, manufacturer's or other consultant's obligations merely by reviewing or relying on their information. This does not limit TF's own statutory duties or obligation to exercise reasonable care and skill.

15.3 Subject to rights and liabilities that cannot lawfully be excluded or limited, any aggregate monetary limit on TF's liability applies only if the accepted Fee Proposal expressly states the amount, claims covered and exceptions under the heading Liability Cap. If no Liability Cap is stated, this clause does not create a monetary cap.

15.4 An agreed Liability Cap does not apply to fraud or wilful misconduct and does not restrict a statutory consumer guarantee or other liability that cannot lawfully be limited. It applies in aggregate to TF and persons engaged by TF for the Services, to the extent lawfully permitted.

15.5 Neither party is liable for special or indirect loss that was not reasonably foreseeable when the Agreement was made. A party claiming loss must take reasonable steps to mitigate it.

15.6 The Agreement does not exclude or modify any applicable proportionate-liability legislation. Liability is reduced to the extent that the Client or another person caused or contributed to the loss.

15.7 The Client should notify TF promptly after discovering a suspected error or omission and provide a reasonable opportunity to investigate and, where appropriate, correct it. Failure to notify within a fixed short period does not itself extinguish a claim.

16. SUSPENSION

16.1 TF may suspend commercial services for an overdue undisputed amount or material Client breach only after written notice identifies the default and gives at least seven Business Days to remedy it.

16.2 TF will not suspend a function that may not lawfully be suspended and will comply with applicable statutory timeframes, notices, records and transfer requirements. Suspension does not remove the Accredited Professional from an unfinished statutory appointment.

17. TERMINATION AND STATUTORY TRANSITION

17.1 The Client may end remaining non-statutory commercial services by written notice. Either party may terminate commercial services for material breach not remedied within seven Business Days after written notice, or immediately where continued performance would be unlawful.

17.2 If an Accredited Professional has not completed the functions of a relevant authority, removal by the Client is subject to section 90(1) of the Planning, Development and Infrastructure Act 2016. Resignation by an Accredited Professional and referral to another relevant authority are dealt with under section 90(2) and the applicable statutory process.

17.3 Ending or suspending commercial services does not itself remove the Accredited Professional or dispense with statutory requirements. The parties must cooperate with lawful notices, records and transition steps.

17.4 On withdrawal or termination, TF may invoice for Services performed and reasonable committed external costs that cannot be avoided, less amounts already paid. No fee is payable merely for unperformed services or loss of future profit unless separately and lawfully agreed.

18. DISPUTES AND NOTICES

18.1 The parties will first try to resolve a contractual dispute by good-faith discussion. If unresolved after ten Business Days, either may refer it to mediation with an agreed mediator or one nominated by the Resolution Institute. Each party bears its own costs and half the mediator's costs.

18.2 This process does not prevent urgent relief, statutory review or appeal, a statutory payment claim or adjudication where applicable, proceedings to recover an undisputed debt, or compliance with a statutory time limit.

18.3 Contractual notices must be in writing and sent to the postal or email address in this form or the Fee Proposal, as later updated in writing. Email is received when it enters the recipient's information system, unless an automated failure notice is received; after 5:00 pm or on a non-Business Day, receipt is taken at 9:00 am on the next Business Day. This clause does not alter a mandatory statutory method of service.

19. EVENTS BEYOND REASONABLE CONTROL

19.1 A party is not liable for delay in a commercial obligation caused by an event beyond its reasonable control, excluding an inability to pay. The affected party must promptly notify the other, take reasonable steps to reduce the effect and resume performance when reasonably possible.

19.2 This clause does not suspend payment already due or a statutory function or duty. If lawful performance is affected, TF will use the available statutory process and notify the Client of the practical consequence.

19.3 If the effect continues for more than 60 days, either party may end the affected remaining commercial services by written notice. This does not itself remove an Accredited Professional from an unfinished statutory appointment.

20. GENERAL AND CONSUMER RIGHTS

20.1 The Agreement is governed by South Australian law and the parties submit to the jurisdiction of South Australian courts and tribunals.

20.2 A variation or waiver must be recorded in writing by authorised representatives. Delay in exercising a right is not a waiver. If a provision is unenforceable, it is severed or read down to the minimum extent necessary without affecting the remaining provisions.

20.3 The Agreement may be accepted electronically and in counterparts. Headings assist navigation but do not limit meaning. References to legislation include amendments and replacements. 'Including' is not limiting; singular includes plural; and a person includes an individual, company, partnership, trust, government body and other legal entity.

20.4 Clauses concerning payment, confidentiality, intellectual property, records, reliance, liability, disputes and provisions intended by their nature to continue survive completion or termination.

20.5 Nothing in the Agreement excludes, restricts or modifies a right, guarantee, remedy or liability that cannot lawfully be excluded, restricted or modified, including under the Australian Consumer Law. Where liability for a failure to comply with a consumer guarantee may lawfully be limited, it is limited, at TF's option, to supplying the Services again or paying the reasonable cost of having the Services supplied again.

21. DEFINITIONS

21.1 Accredited Professional means the individual accredited under the Planning, Development and Infrastructure Act 2016 who accepts or performs the relevant-authority function for the application. Act means that Act. Building Quality means workmanship or contractual quality matters, excluding assessment of compliance with the Building Rules within TF's statutory scope.

21.2 Business Day means a day other than a Saturday, Sunday or public holiday in South Australia. Certification Services or Services means the certification services described in the accepted Fee Proposal and statutory functions arising from the appointment that cannot lawfully be excluded.

21.3 Deliverable means a decision, consent, assessment, information request, endorsed document, certificate, schedule, report or other output expressly required by law or the Fee Proposal. Fee Proposal means TF's accepted project-specific proposal identified by the Fee reference. Project means the development described in this form and the Fee Proposal.