

FAQs

AGREEMENT STRUCTURE

What Rating Tool does this agreement apply to?

The Green Star Certification Agreement (“**Certification Agreement**”) applies to all versions of the following rating tools:

- Green Star – Design & As Built
- Green Star – Interiors
- Green Star – Performance
- Green Star – Communities

Special or additional terms and conditions apply to the *Green Star – Performance* and *Green Star – Communities* rating tools. These terms and conditions can be found in the Schedules of the Certification Agreement.

You can select the rating tool that applies to your Project in the **Project Details** section of the Green Star Project Registration.

What Project does the Certification Agreement apply to?

When you register your Project, you will be required to state in the **Registration Details** section which Project is included in the Agreement.

Can more than one Project be registered within one Certification Agreement?

Generally only one Project can be registered per Certification Agreement.

When registering a portfolio of Projects under the *Green Star – Performance* rating tool, you will be able to register more than one Project per Agreement. Portfolio registrations are subject to a separate form of agreement.

What if I register for a particular rating tool and then want to update to a subsequent version?

You can voluntarily elect to have a more recent version of the rating tool applied to your Project by submitting a request on the Green Star Project Manager online portal. To submit a request on the Green Star Project Manager online portal, select '**Update Project Details**' and complete the textbox requesting an amendment to your Agreement.

The GBCA will confirm via email if and when the new version of the rating tool will apply to your Project.

Where do I sign the Certification Agreement?

The Certification Agreement is an online agreement that does not require a physical signature. By ticking the box titled '**I agree to the terms and conditions**' and submitting the online Registration of your Project, the Applicant will be bound by the Certification Agreement in the same way as if it had been physically signed by the Applicant.

What if I want changes to the Certification Agreement?

The Certification Agreement is non-negotiable, it represents the standard terms and conditions upon which the GBCA is able to provide a national, voluntary rating system for fitouts, buildings and communities and provide the certification service to the Applicant.

The GBCA is a not-for-profit organisation that promotes sustainability in the Australian property industry by the use of green building practices. The GBCA achieves this goal by providing a process for the independent verification and certification of the green building status of a Project.

The GBCA uses a range of rating tools based on industry standards and best-practices, developed in collaboration with environmental and industry experts, to independently assess and certify the green building status of a Project. All fees received in relation to the certification of Projects are used to provide this voluntary certification service, to improve GBCA's systems and tools to maintain best practice and provide services to the GBCA members.

In order to continue to improve its service, tools, systems and processes, the GBCA aims to minimise the administrative costs and resources of the certification process. It has developed a standard process and form of Certification Agreement for all Projects to minimise costs associated with negotiating and varying the terms and conditions of its certification service for individual projects.

Should an Applicant insist on receiving a response to a particular amendment request then it will be charged a \$200 administration fee as well as any reasonable legal fees incurred by the GBCA associated with responding to such alteration requests. There is no guarantee that the GBCA will agree to changes.

PARTIES

Who is bound by the Certification Agreement?

The Certification Agreement binds an '**Applicant**' and the GBCA. An '**Applicant**' will be specified in the Green Star Project Registration and may include the individual or entity that holds all legal rights to possess and control the property associated with the Project.

Third parties, such as architects, property managers or consultants, may be appointed by the Applicant to act on its behalf. A third party appointed as the Agent to act on the Applicant's behalf is known as the *Applicant Agent*. When the Applicant Agent accepts the Certification Agreement, it binds the Applicant to the terms and conditions of the Certification Agreement. The appointment of an Applicant Agent is only effective once the Applicant has completed the online *Confirmation of Appointment of Agent* step in the online Green Star Project Registration.

For more information on the appointment of an Applicant Agent see below: “How is an Applicant Agent appointed?”.

For more information on the rights and obligations of Applicant Agents see Clauses 20.4 and 20.5 and Schedule 5 of the Certification Agreement.

What if I am a consultant and not the owner of the building or land?

Consultants may be appointed as an Agent by the Applicant to act on its behalf. If an Applicant appoints a consultant to act as its Agent (“*Applicant Agent*”), the *Applicant* will be bound by the terms and conditions of the Certification Agreement as if it had executed the Certification Agreement.

To be appointed as an Applicant Agent for a Project, you must be nominated as the Project’s agent in the ‘**Registration Details**’ section of the online Green Star Project Registration and the Applicant must complete the Confirmation of Appointment of Agent step in the online Green Star Project Registration. You will not be able to finalise the Project Registration unless the Applicant has completed the Confirmation of Appointment of Agent.

For more information on the rights and obligations of an Applicant Agent, see Clauses 20.4; and 20.5 and Schedule 5 of the Certification Agreement.

How is an Applicant Agent appointed?

To be appointed as an Applicant Agent for a Project, you must indicate that you are acting as the Applicant Agent in the ‘**Registration Details**’ of the online Green Star Project Registration. The Applicant will automatically receive an email notification requesting it to confirm that it appoints you to act as the Applicant Agent on its behalf. The Applicant will be required to login to the online Project Registration and agree to the terms of the appointment. Once the Applicant has completed the online Confirmation of Appointment of Agent, you will be able to accept the terms and conditions of the Certification Agreement and proceed to complete the online registration. You will not be able to finalise the Project Registration unless the Applicant has completed the Confirmation of Appointment of Agent.

We are a Trustee company and we want the usual limitation clause. What do we do?

The Certification Agreement makes provision for Trustee companies wishing to use a usual limitation clause. This clause is contained in **Schedule 3** of the Agreement. If you are a Trustee company and would like to have the limitation clause applied to the Agreement, you should tick the box titled ‘**Trustee Liability Limitation**’ in the ‘**Registration Details**’ section of the online Green Star Project Registration.

This limitation clause was carefully developed to provide a balanced protection of the interests of both the Trustee company and GBCA and is not negotiable.

TRANSFER OF RIGHTS IN THE PROJECT

If the Project owner changes, is the Certification Process and the Certified Rating transferable? How do you make the transfer effective?

Transfer of Certification Process (pre certification)

An Owner who has commenced the Certification Process, but has not yet been awarded the Certified Rating, can transfer the ownership of the process to another party by completing and submitting the ‘**Change of Ownership Agreement Form**’ contained in Schedule 6 of the Certification Agreement and submitting this via the Green Star Project

Manager, by selecting '**Update Project details**'. The GBCA will consider the request and may either refuse or consent to the transfer, negotiate a new agreement with the incoming owner, or terminate the Agreement.

GBCA will notify you and the incoming Owner if and when the Certification Process is transferred.

The Change of Ownership Agreement replaces the outgoing Owner with the incoming Owner of the Project. The incoming Owner will be bound by all the Terms and Conditions of the Certification Agreement. The outgoing Owner will continue to be bound by the terms and conditions of the Certification Agreement that survive the Agreement, including *Clauses 9.2 (Acknowledgement), 9.3 (Release and Indemnity), 11 (Termination), 12 (Limitation of Liability), 13 (Confidentiality), 19 (Dispute Resolution), 20 (Miscellaneous)*.

For more details on your rights and obligations related to transferring the Certification Process, see Clause 6 and Schedule 6 of the Certification Agreement.

Transfer of Certified Rating (post certification)

The Certified Rating of a Project is transferable by the Applicant and incoming Owner completing and submitting the '**Change of Ownership Agreement Form**' via the Green Star Project Manager, by selecting '**Update Project Details**'.

GBCA will notify you and the incoming Owner if and when the Certified Rating is transferred.

The Change of Ownership Agreement replaces the Applicant with the incoming Owner of the Project, and will bind the incoming Owner to all the Terms and Conditions of the Certification Agreement.

The Applicant will continue to be bound by the terms and conditions of the Certification Agreement that survive the Agreement, including *Clauses 9.2 (Acknowledgement), 9.3 (Release and Indemnity), 11(Termination), 12 (Limitation of Liability), 13 (Confidentiality), 19 (Dispute Resolution), 20 (Miscellaneous)*.

For more information on your rights and obligations related to transferring the Certified Rating, see Clause 6.2 and Schedule 6 of the Certification Agreement.

MODIFICATION OF AGREEMENT

Can GBCA vary the Certification Agreement and what if I don't agree with the changes?

No. The GBCA cannot vary the Agreement without your consent. All terms and conditions applying at the date of Project Registration will continue to apply to your Project, even if any subsequent changes to the standard terms and conditions or rating tools have been made.

However, the Certification Agreement allows the GBCA to vary the following by publishing new or updated versions on its website - www.gbca.org.au:

- the rules and/or requirements in relation to its Marketing Rules and Style Guide;
- its Fees; and
- Submission Guidelines.

In accordance with the Certification Agreement, you will be bound by any changes to the above.

You should regularly consult the website for any updates and changes to these components of the process.

For more information on amendments see clause 20.4.

For more information on varying the rating tool applied to your project, see “**What if I want changes to the Certification Agreement?**”

What policies and procedures are incorporated into the Certification Agreement e.g. Submission Guidelines?

The following policies and procedures are incorporated into the Certification Agreement and are accessible on the GBCA website - www.gbca.org.au:

- Submission Guidelines;
- Marketing Rules & Style Guide;
- Trade Mark Rules; and
- The certification process on the website.

You should regularly consult the website for any updates and changes to these policies and procedures.

Will GBCA advise us before it makes changes or after it changes things in relation to the certification process on the Website?

The GBCA makes all changes related to the fees, Submission Guidelines, Marketing Rules and Style Guide, Trade Mark Rules, and certification process available through its website www.gbca.org.au. It is the Applicant’s responsibility to regularly consult the website and check for any updates and changes that may impact on your Project. The GBCA will not ordinarily provide individual advice on any changes.

You may also subscribe to the GBCA newsletters which may contain notifications of any changes to the certification process including rating tools. To subscribe to the newsletter, [click here](#).

The GBCA will also inform Project Contacts where required or necessary of any **significant changes** to the relevant rating tools. Project Contacts are not required to be subscribed to the newsletter to receive these updates.

FEES

What fees are payable?

Upon registration of your Project, you will be required to pay the non-refundable Assessment Fee. The Assessment Fee varies depending on the type of Project you register. Further Inquiry Fees may be payable.

For more details on the current Fees [click here](#).

For more information on fees and payments see Clause 3 of the Certification Agreement.

After paying the Assessment Fee, do I have to pay for every inquiry I make of my GBCA Representative?

Requests *for clarification of assessment comments* will not incur an additional Inquiry Fee.

An Inquiry Fee is payable for all technical inquiries (including “Credit Interpretation Requests”) submitted to the GBCA. By charging an Inquiry Fee for technical inquiries, the GBCA has been able to maintain a low certification fee.

You can make all your inquiries through the Green Star Project Manager online portal.

To make a technical inquiry you should submit this through the Green Star Project Manager. It is advised that you first consult the Submission Guidelines regarding your query. If your query is not adequately addressed, you can lodge an inquiry or a Credit Interpretation Request through the Green Star Project Manager and pay the Inquiry Fee. You should ensure that you include all necessary information relevant to your request as the Technical Advisory Panel will make a determination solely on the information provided by you through the inquiry and Credit Interpretation Request.

An Inquiry Fee is payable for all inquiries and Credit Interpretation Requests, whether received through the Green Star Project Manager, in person, through email, fax or any other mode of communication. *For more information, see clause 5.1.*

For more information on Fees see clause 3 of the Certification Agreement.

For more information on Credit Interpretation Requests see clause 5 of the Certification Agreement.

What is a Credit Interpretation Request?

A Credit Interpretation Request is a query of a technical nature submitted to the GBCA for determination. Credit Interpretation Requests may be necessary in cases where you may have clearly satisfied the stated intent of a Credit through a solution that does not allow that requirement to be demonstrated through the stated compliance requirements in the Submission Guidelines. In such cases, you are able to submit a Credit Interpretation Request to have the solution assessed for a determination as to its sufficiency for Credit.

For more information on Credit Interpretation Requests see clause 5 of the Certification Agreement.

What is the role of the Green Star Project Manager?

The Green Star Project Manager is the online platform used to manage your Project and is the main form of contact with GBCA and should be used to submit your enquiries regarding your Project.

Project related information will be recorded within the Green Star Project Manager and will allow easy access for all Project contacts to the Project's information, updates and progress.

What is GBCA making out of the project?

The GBCA is a not-for-profit organisation that aims to encourage the use of green building practices through independently verifying and certifying the green building status of Projects. All fees received in relation to the certification of Projects are used to provide the certification services and improve GBCA's systems and rating tools in line with industry best practices and standards.

USE OF CERTIFIED RATINGS

What does a rating tool look like? Is it just a series of questions and answers that we must answer?

Green Star Rating Tools are developed in collaboration with environmental and industry experts and consists of various components including:

Submission Guidelines

The Submission Guidelines provide detailed information on credit aims, criteria and compliance requirements and additional guidance, background information and resources. It is the main source of information on the technical requirements for projects pursuing Green Star certification.

Scorecard

The scorecard provides a scoring tool for projects to keep track of their Green Star points' claims.

Submission Templates

With all credits claimed, the project team must submit a Submission Template summarising the steps taken to ensure compliance with the credit criteria. The Submission Template specifies the information and narrative required to confirm that the project complies with the Credit Criteria.

Calculators and Guides

The calculators and supplementary guides provide Project Teams with further information on, and assistance in, the calculation of points for Credits.

Submission Checklist

The Submission Checklist is a useful tool to ensure that your Project meets all the necessary requirements for the Green Star Certification. This list must also be submitted by all Project Teams.

What can I do with the Green Star Certified Rating?

The Marketing Rules & Style Guide sets out how you can use and market your Certified Rating. The Marketing Rules & Style Guide must be considered along with the Trade Mark Rules that regulate the use of the Green Star Trade Mark. In general terms the Green Star Trade Mark can be used in any form of advertising material provided it is in conjunction with reference to the specific certified building.

As a general guide, you must:

- Upon expiry of the validity period immediately cease any and all use of the Green Star Trade Mark;
- Not promote the Green Star Trade Mark if you have not achieved the relevant rating;
- Use the Green Star Trade Mark for only the approved purpose; and
- Not license or sub-license the use of the Trade Mark without prior written consent of the GBCA.

To access the Marketing Rules & Style Guide [click here](#).

To access the Trade Mark Rules [click here](#).

For further information or to discuss other opportunities on how to use the Green Star Certified Rating, please contact our marketing team on (02) 8239 6200.

If my project gets less than 4 stars can I use a Certified Rating?

You are only able to use the Certified Rating and associated Green Star Trade Mark for Projects that achieve less than 4 stars if the Certified Rating relates to Projects under the *Green Star – Performance* rating tool.

The Certified Rating and Green Star Trade Mark cannot be used for any other Projects that achieve less than 4 stars under different rating tools. You may make reference to the assessment and result of the Project's Green Star Rating, provided that you do not use or display the Green Star Trade Mark.

What is the best guide to Trade Mark use – Marketing Rules / Style Guide / Trade Mark Rules? Do we need to use all?

The Marketing Rules & Style Guide along with the Trade Mark Rules set out the rules that regulate how and when the Green Star Trade Mark can be used. Each has a different function and you must consult all guides before using the Green Star Trade Mark.

How long is the Certified Rating current? Are all Validity Periods 3 years?

The validity period of a Certified Rating is dependent on the rating tool used and is outlined in the table below:

Certified Rating	Validity Period
Design Review Certified Ratings	Expires on the date the Project achieves an As Built Certified Rating; or Expires on the date 24 months after the date of Practical Completion of the Project. (whichever occurs first)
As Built Certified Ratings	No expiry for the following rating tools: <i>Green Star – Design & As-Built</i> <i>Green Star – Interiors</i>
Green Star – Communities Certified Ratings	Expires 5 years after the date of the Certified Rating Certificate.
Green Star – Performance Certified Ratings	Expires 3 years and 90 days after the date of the Certified Ratings Certificate.

How long do I have for my Project to complete the certification process?

The deadline for completing the certification process is whichever of the following occurs first:

- the date occurring 12 months following the date on which the GBCA notifies the Applicant the outcome of the initial assessment; or
- the date occurring 24 months after the Date of Practical Completion; or
- the date occurring 3 years from the date of the Certification Agreement.

Special provisions apply to the certification of projects seeking *Design Review* ratings or *Performance* ratings. These are outlined below:

Rating Tool	Period to obtain certification
Design Review Certified Ratings (Green Star – Design & As Built and Green Star – Interiors)	Prior to Practical Completion.
Green Star – Performance Certified Ratings	submit the First Round documentation for assessment within 90 days of the end of the Performance Period; submit the Second Round documentation within 90 days of receiving results of the First Round assessment; submit the Yearly Performance Data within 90 days of each of the first and secondary anniversary of the award of a Certified Rating.

For more information on Certification Deadlines see clause 11.1(e) and Schedule 2 of the Certification Agreement.

LIABILITY AND INDEMNITIES

What action do we have against GBCA if we use the Rating Tool and there is a claim against us relating to our use of the Rating Tool?

The GBCA is a not-for-profit organisation that aims to encourage sustainability through the use of green building practices. GBCA achieves this goal by providing a process that independently assesses and certifies the green building status of a Project. The assessment and rating is based on the documentation submitted against the requirements of a particular rating tool at a given point in time. The rating tools developed and used by the GBCA to assess and certify the green building status of a Project are collaboratively developed with environmental and industry experts, and do not form part of any compulsory building code or rule. As such, the GBCA cannot be held liable for any claims by residents of the finished Project on any account.

By Registering a Project for the Green Star Certification, you agree to indemnify the GBCA against any loss or claims that might be made against GBCA by you, or through you, such as by residents.

For more information on your rights and obligations in relation to claims and indemnities, see Clauses 9.2, 9.3, 9.4, and 12 of the Certification Agreement.

Why do we have to indemnify GBCA? Why isn't it mutual?

The GBCA is a not-for-profit organisation that encourages sustainability through the use of green building practices. The GBCA achieves this goal by providing a process for the independent assessment and certification of the green building status of a Project. In order to do this, the GBCA has collaboratively developed with environmental and

industry experts, a range of rating tools based on industry standards and best practice. These rating tools and standards do not form part of any compulsory building code or rule. Applicants make their own decision to use the rating tools and seek certification with the benefits it delivers. Use of the process and certification is on an as is basis. As such any shortcomings or problems arising from the use of the rating tools cannot be used as a basis of a claim for liability against GBCA.

As GBCA is a not-for-profit organisation with no financial reserves, other than for running its operations, it has limited its liability. For the same reasons GBCA is not able to provide an indemnity to the Applicant in respect of any claims or loss it might have related to the Certification Agreement, rating tools or process. All income derived from GBCA's activities are used to provide the certification service, to improve current rating tools, systems and processes for Applicants and to provide services to members. Consequences of applying for, and using, the Green Star Rating Tools are your own responsibility.

For more information on your rights and obligations, and those of the GBCA, see Clauses 9.2, 9.3, 9.4, and 12 of the Certification Agreement.

What if GBCA contributes to the problem?

The GBCA is a not-for-profit organisation that provides a national, voluntary certification service for the green building status of Projects. The rating tools developed to independently assess and certify the green building status of Projects are collaboratively developed with environmental and industry experts and based on industry standards and best practice. These rating tools do not form part of any rules or regulations that the Applicant is bound to comply with – the Applicant voluntarily uses the rating tools. In such a case the GBCA cannot be held liable for any event giving rise to loss or damage (however arising), including negligence, as part of its general limitation of liability.

However, GBCA does accept that, to the extent that it is proven to have directly caused or contributed to loss through a wrongful act or breach of the Certification Agreement, the Applicant is not required to indemnify GBCA for the effect of such loss.

For more information on liability of GBCA see clause 12 of the Certification Agreement.

Why does GBCA exclude its liability for loss caused? What if it doesn't deliver the Certified Rating Certificate?

The rating tools developed to independently assess and certify the green building status of Projects are based on industry standards and best-practice and are developed collaboratively with environmental and industry experts. While these rating tools represent the best in green building practice and compliance, they do not form part of any building rules/codes and regulations and as such the GBCA cannot be held liable for any loss that results from Applicants adopting the voluntary certification process. GBCA's liability in respect of any default in the performance of its obligation is limited to the resupply of the certification service or payment of the cost for the resupply of the service.

For more information on the liability of GBCA see clause 12 of the Certification Agreement.

Version Control

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