



GREEN STAR CERTIFICATION AGREEMENT FAQ

The NZGBC is a not-for-profit organisation that promotes sustainability in the New Zealand property industry using green building practices. The NZGBC tries to achieve this goal by providing a process for the independent verification and certification of the green building status of a Project. We use a range of rating tools, including Green Star, 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. We have standard terms and conditions upon which we grant Green Star certification set out in our Green Star certification agreement.

We aim to minimise the administrative costs and resources of the certification process, and as part of this, we provide the terms and conditions of certification in the form of a click-through agreement. We've prepared these FAQ so that if you do have any queries about the agreement, these queries might be addressed here.

What rating tool does the certification agreement apply to?

It applies to Green Star Buildings, Green Star Performance and Green Star Interiors. If applicable, specific terms and conditions for Green Star Performance are in the schedules of the certification agreement.

Please note that a Green Star applicant is the party who owns or controls the property. For Green Star Performance, this is not an applicant agent unless that agent owns or controls the property.

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

Green Star rating tools are developed in collaboration with sustainability experts and consist 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 Green Star points' claims.

Submission Templates (also known as Submission Forms)

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 project does the certification agreement apply to?

When you register your Project, you will be required to state in the "Registration Details" section the project you would like to request certification for, and this project is the subject of the Agreement.

Can more than one project be registered within one certification agreement?

Generally, only one project can be registered per certification agreement. The exception to this is that if registering a portfolio of projects under Green Star Performance you will be able to register more than one project per agreement.

Where do I sign the certification agreement?

The certification agreement is an online "click through" agreement that does not require a physical signature. At the end of the registration process, you will be asked to tick the box and add your name to accept and agree to the terms and conditions. The applicant will be bound by the certification agreement in the same way as if it had been physically signed by the applicant. The online registration process is not complete until the certification agreement has been agreed and accepted. Your application may not be saved once it is started, if necessary, please read the certification agreement in advance of any application to ensure you can agree to it at the time of registration.

If you are a government department, there is a signing version of the agreement available. This version has been adapted to consider government procurement regulations. Please email greenstar@nzgbc.org.nz.

What if I want changes to the certification agreement?

We are happy to answer any queries about our terms, but we would prefer that the certification agreement terms are non-negotiable because they represent our standard terms and conditions. NZGBC is a non-profit, and our rating tools are voluntary adoption of better building and sustainability practices. We think our resources are better used to ensure that our certification processes and content are the best they can be.

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 email it to greenstarnz@nzgbc.org.nz. Our Certification team will confirm via email whether the new version of the rating tool will apply to your Project.

PARTIES

Who is bound by the certification agreement?

The certification agreement binds an 'applicant' and the NZGBC. An 'applicant' will be specified in the Green Star project registration and is the individual or entity that holds all legal rights to possess and control the property associated with the project.

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

Third parties, such as architects, property managers, Green Star Professionals (GSAPs) or consultants, may be appointed by the applicant to act on its behalf - known as the applicant agent. When an applicant agent accepts the certification agreement, it binds the applicant to the terms and conditions 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 when registering for a Green Star project. Once you have done this, you will be able to accept the terms and conditions of the certification agreement and proceed to complete the online registration. The registration process is not complete until the certification agreement is accepted - and payment made.

MODIFICATION OF AGREEMENT

Can NZGBC vary the Certification Agreement?

The NZGBC can't 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, because NZGBC updates its rating tools, we may update or amend the brand or submission guidelines to reflect these changes. Any update or amendment will be technical in nature to ensure that the certification is as robust as it can be. If we do make amends, we will always let you know by setting this out clearly on our website nzgbc.org.nz. In practice, we will usually send out emails to GSAPs etc., and we also advise that you regularly consult our website for any updates and make sure you are subscribed to all NZGBC newsletters and emails.

FEES

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 fees may be payable. For more details on the current fees, [click here](#).

If you have completed the registration form online (including any applicant agent authority and accepted the certification agreement) and heard back from the NZGBC that your application is accepted, your registration is not complete until the assessment fee has been paid.

Please consult the fees link above carefully as we offer discounts to applicants who are members of NZGBC. Any discount applies only to Applicant members and does not include the organisation that an agent/ GSAP may be employed by or affiliated with. To ensure everyone can get started on any project, we ask that the assessment fee (i.e. registration completion) is paid within 60 days of the acceptance of the certification agreement. If not, your registration will lapse, and you may have to complete the online registration again.

Once I have registered for a project, will my fees change?

Once a Project is registered, the assessment fee is set at the time of registration and will not change. However, we do reserve the right to amend fees for queries within the process, for example, technical or innovation queries.

To make a technical or innovation query, you should submit via the [Online Technical Question Submission form](#) or innovation query form to greenstarnz@nzgbc.org.nz. Before you do this, first consult the Submission Guidelines regarding any query and our regularly updated [Green Star Technical Clarification Rulings List](#) may have the answer.

What is NZGBC making out of the project?

The NZGBC is a not-for-profit organisation that aims to encourage the use of sustainable building practices through providing independently verified rating tools, including Green Star for commercial buildings. All fees received are used to provide NZGBC certification services and improve our systems and rating tools in line with industry best practices and standards.

USE OF CERTIFIED RATINGS

What can I do with the Green Star Certified Rating?

We are proud of the work we do with our ratings tools and our goal to help build more sustainable buildings in New Zealand. To ensure that Green Star is used properly, it is a registered trademark. Our NZGBC Brand Guidelines set out how you can use the NZGBC/Green Star name and logo to promote your registration or certified rating. Generally, the Green Star trademarks can be used in any form of advertising material provided your claim is correct, and it is in conjunction with reference to the specific certified building.

In the certification agreement, you agree:

- Not to promote the Green Star name, logo, or trademarks if the relevant rating isn't achieved.
- To use the Green Star name and logo and trademarks for only the approved purpose.
- Upon expiry of any relevant validity period, to cease all use of the Green Star name, logo, and trademarks.
- Not license or sub-license the use of the name, logo and trademarks without prior

written consent of the NZGBC. To access the Brand Guidelines [click here](#).

For further information or to discuss other opportunities on how to use your Green Star rating, please contact us and we will put you in contact with our NZGBC communications team.

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 name and trademarks for projects that achieve less than 4 stars if the certified rating relates to projects under the Green Star - Performance rating tool. The Green Star trademark cannot be used for any other projects that achieve less than 4 stars under different rating tools.

How long is the Certified Rating current?

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
Designed Assessments	Expires on the date the Project achieves a 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	Unlimited Validity Period. No expiry for the following Rating Tools: Green Star - Buildings Green Star - Design & As Built Green Star - Interiors
Green Star - Performance Ratings	Expires 1 year after the date of the Performance Rating 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 NZGBC notifies the Applicant of 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 accepting the certification agreement.

LIABILITY AND INDEMNITY

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

The NZGBC is a not-for-profit that encourages sustainability using green building practices, and we do this in part by providing a process that independently assesses and certifies the

green building status of a project. The assessment and rating are based on the documentation submitted against the requirements of "Green Star" criteria. Green Star has been adapted for use in New Zealand and is collaboratively developed with environmental and industry experts, and does not form part of any compulsory building code or rule. As such, the NZGBC cannot be held liable for any claims on any account.

By accepting the terms of Green Star certification set out in the certification agreement, you agree to indemnify the NZGBC against any loss or claims that might be made against NZGBC by you, or through you, such as by tenants.

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

Our 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 the basis of a claim for liability against NZGBC.

As NZGBC is a not-for-profit organisation with no financial reserves, other than running its operations, so must limit its liability. For the same reasons, NZGBC cannot 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 NZGBC activities is used to provide the certification service, to improve current rating tools, systems and processes for applicants, and to provide services to members. The consequences of applying for and using the Green Star rating tools are your own responsibility.

What if NZGBC contributes to the problem?

We take every care so that this is not an issue, but the NZGBC can't be held liable for any event giving rise to loss or damage, as part of its general limitation of liability. However, NZGBC 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 NZGBC for the effect of such loss.

Why does NZGBC exclude its liability for loss caused?

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 NZGBC cannot be held liable for any loss that results from Applicants adopting the voluntary certification process. NZGBC 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.

Further information for government agencies:

The Green Star certification agreement must be signed as part of the registration of any Green Star Project. The NZGBC and the government procurement division of MBIE have worked together to agree on a template form of the Green Star certification agreement, which is suitable for all procurement mandated government agencies. The agreement provides consistency and aims to reduce review costs and effort by agencies as government specific

considerations have been given, including in relation to the provision of indemnities.

TRANSFER OF RIGHTS IN THE PROJECT

If the project owner changes, is the certification process and the certified rating transferable?

An applicant who has started the certification process, but has not yet been awarded the certified rating, or for a project that has been certified, can transfer the ownership of the process to another party by completing and submitting the 'Change of Ownership Agreement Form' contained in Schedule 5 of the certification agreement and emailing it to greenstarnz@nzgbc.org.nz.

The NZGBC will consider the request and reserves the right to refuse or consent to the transfer, negotiate a new agreement with the incoming owner, or terminate the agreement. In practice, we have never refused consent to transfer a certification.

Any change of ownership agreement replaces the outgoing applicant with the incoming applicant. 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 beyond the agreement.

For any further queries about the certification agreement, please contact greenstar@nzgbc.org.nz