



Applicant Terms and Conditions

July 2023

Applicant Terms for ACT Government Sustainable Household Scheme - Community Organisations

Under the ACT Government Sustainable Household Scheme (Scheme), eligible ACT community organisations will be able to apply for interest free loans for the purchase of products to improve an organisations sustainability and reduce their emissions. Participation in the Scheme is subject to these Terms and Conditions (T&Cs) and your continued compliance with them. You acknowledge that if the cost of the Approved Goods and Qualifying Installation is greater than the loan amount available under the Scheme, you will need to supply the additional funds from your own resources or by taking out an additional loan under commercial terms.

1. Purpose

- 1.1 These T&Cs apply to each Organisation (whether or not you are granted a Loan).
- 1.2 These T&Cs apply in addition to any other terms and conditions that the Loan Provider may give you.
- 1.3 By submitting an Application and as a continuing obligation throughout any period of participation in the Scheme, you declare and warrant to the ACT Government that you have read, understood and fully accept these T&Cs and agree to be bound by them.

2. Modifications

- 2.1 The ACT Government reserves the right to modify, supplement or replace these T&Cs at any time at its absolute discretion. It will publish the current version of the T&Cs on the Website.
- 2.2 You are responsible for checking the current version of the T&Cs which may be updated from time to time and can be found on the Website, and for complying with them.
- 2.3 You are deemed to have accepted and agreed to any modified T&Cs from the time the ACT Government has published them on the Website and/or provided them to you.

3. Definitions

3.1 The following definitions apply in this document. Capitalised terms not defined here have the same meaning as in the relevant documents published on the Website.

Accredited Vendor – means any entity who has been accredited by the Loans Provider to supply and/or install Eligible Equipment.

ACT Government – means the Australian Capital Territory, the body politic established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cth), as represented by the Chief Minister, Treasury and Economic Development Directorate.

Application – means an application for a Loan under the Scheme.

Approved Goods – means energy storage systems, solar equipment (and ancillary equipment) efficient electric cooktops, hot water heat pumps, electric heating and cooling and electric vehicles, which meet the requirements set out by the ACT Government (and varied by the ACT Government in its absolute discretion from time to time).

Eligible Participant – means a property which meets the eligibility criteria as published on the Website (and varied by the ACT Government in its absolute discretion from time to time) and a Qualifying Installation is capable of being delivered at the site.

Eligible Site – means a property which meets the eligibility criteria as published on the Website (and varied by the ACT Government in its absolute discretion from time to time) and a Qualifying Installation is capable of being delivered at the site.

Installed Goods – means Approved Goods that you have purchased using the Loan Funds, after completion of the Qualifying Installation.

Loan – means a consumer credit arrangement between you and the Loans Provider for the supply and/or installation of Approved Goods under the Scheme.

Loan Funds – means the agreed monetary amount of the Loan provided by the Loans Provider to the Accredited Vendor on your behalf, and which is subject to the Loan contract between you and the Loans Provider.

Loans Provider – means any entity engaged by the ACT Government to provide the Loans, currently being Brighte Capital Pty Limited.

Qualifying Installation – means the compliant installation of Approved Goods at an Eligible Site by an Accredited Vendor for an Eligible Participant.

Scheme – means the ACT Government zero-interest loans offer (also known as the Sustainable Household Scheme).

Scheme Matters – means these Terms, the terms and conditions applying to Accredited Vendors (including those imposed by the ACT Government and Loans Provider), all eligibility criteria and assessment processes, quotations all aspects of Qualifying Installations, and all other aspects of the delivery and operation of the Scheme (including communications, and the application, assessment and administration of Loans).

Terms – means these terms and conditions, as varied by the ACT Government in its absolute discretion from time to time and published on the Website.

Website – means the [Climate Action website](#).

You or your – means the person/organisation named in the Application.

4. ACT Government Discretion

- 4.1 You agree that:
- a) the ACT Government has absolute discretion in relation to the Scheme including:
 - i) the implementation and operation of the Scheme Matters and may discontinue, suspend or modify the Scheme at any time
 - ii) the right to require suspension or removal of an Accredited Vendor from the Scheme at any time, and
 - iii) the eligibility for any Loan.
 - d) you may request but do not have the right to be considered for, or to receive, a Loan (or quotation from an Accredited Vendor). To the extent that you may have any such right, that right is personal to you and cannot be transferred to anyone else.
 - e) neither the ACT Government nor its Loans Provider are involved in the assessment of site suitability, which is done solely by an Accredited Vendor.
 - f) neither the ACT Government nor its Loans Provider give any warranty as to the standard of care or process that will be undertaken by an Accredited Vendor in providing a quotation, assessing your suitability or the suitability of the site, or installing Approved Goods.

5. Loans

- 5.1 To be eligible for a Loan, you must be an Eligible Participant and the site where the Accredited Vendor will install the Approved Goods must be an Eligible Site. In the case of electric vehicles, the vehicle must satisfy the criteria to be an Approved Good under the Scheme, and you must be an Eligible Participant.
- 5.2 If you are granted a Loan, you must comply with these Terms and with your agreement with the Loans Provider, including by making all Loan repayments by the due dates.

6. Loan Mechanics

- 6.1 If you are granted a Loan, the Loan Funds must only be used to pay for the purchase and installation (where applicable) of Approved Goods and not for any other purpose.
- 6.2 The Loan Funds will be paid directly to the Accredited Vendor who has completed the Qualifying Installation for which the Loan is granted. In the case of Electric Vehicles, the funds will be paid directly to the Accredited Vendor supplying the vehicle.
- 6.3 On payment of a Loan Funds in this manner, you hereby certify in favour of the ACT Government that, to the best of your knowledge, the whole of the Loan Funds were used to pay for the purchase and/or Qualifying Installation of Approved Goods, and you authorise and direct the Accredited Vendor to provide, on your behalf, any certification the ACT Government requires in connection with receipt or use of the Loan Funds.

7. Cooperation and Notification

7.1 You agree to:

- a) co-operate with the ACT Government and its Loans Provider in relation to the Scheme, including by complying in a timely manner with requests to provide information or documentation and ensuring you provide correct and complete information
- b) permit the ACT Government and its Loans Provider to enter your property (organisation premises) to carry out any inspections of the Approved Goods they deem reasonably necessary in relation to the Scheme (provided they give you reasonable prior notice), and
- c) immediately notify the Loans Provider of any change in your circumstances which may affect your ability to:
 - i) comply with the terms of any Loan granted to you
 - ii) repay the Loan Funds, or
 - iii) otherwise comply with these Terms.

8. Incorrect Information

8.1 If you provide incorrect or incomplete information in your application:

- a) your Application may be rejected, or the response may be delayed
- b) the ACT Government and its Loan Provider may refuse to accept a Loan application from you in future, and
- c) if, as a result of the incorrect or incomplete information, you have been awarded a Loan which would not otherwise have been made, you are in breach of these Terms. In addition to any other remedies that may be available to the ACT Government and its Loans Provider, you will be liable to pay interest and other costs relating to the Loan on a commercial basis for the entire term of the Loan.

9. Obligations relating to Installation Goods

- 9.1 You must not operate or maintain your Installed Goods in any way that would void the manufacturer's warranty.
- 9.2 Without limiting the above, you must not permit anyone who is not suitably qualified to undertake maintenance or conduct any other work which may adversely impact on your Installed Goods.
- 9.3 You must not remove, or permit anyone else to remove, all or any part of your Qualifying Installation from the Eligible Site specified in your Loan application except:
 - a) for the purposes of maintenance, repair or replacement
 - a) for the physical protection of any person, property or the environment
 - a) for the appropriate and environmentally friendly disposal of any of the Installed Goods at the end of its life, after the expiry of all warranties (whether by the manufacturer or the supplier), or
 - b) with the written consent of the ACT Government.

9.4 You agree that Installed Goods may be part of trials and/or research projects sanctioned by the ACT Government on terms specified by the ACT Government.
Such trials and research projects may involve, without limitation:

- a) remote monitoring of the ongoing operation of the Installed Goods, and
- b) the collection and use of information and data relating to the Installed Goods and its performance, benefits and ongoing operation in accordance with the privacy provisions in *Clause 14*.

10. Representations and Warranties

10.1 You warrant to the ACT Government that:

- a) to the best of your knowledge, you are an Eligible Participants and that you will comply with these Terms
- b) if you are granted a Loan, you will purchase all Approved Goods for use at the Eligible Site specified in your Application and not for re-sale or any other purpose
- c) all information submitted by you or on your behalf to the ACT Government or its Loans Provider in relation to the Loan, Qualifying Installation, or Scheme is true, complete, accurate false or not willfully misleading
- d) to the best of your knowledge, there is no legal, regulatory, contractual or other restriction upon you performing your obligations under these Terms
- e) you have the financial capacity to repay any Loan funds by the Loans Provider
- f) you will advise the Loans Funds as soon as possible of any changes to your capacity to repay the Loan Funds and will work in good faith with the Loans Provider to manage any Loan Funds outstanding, and
- g) you will not at any time operate the Installed Equipment or otherwise deal with it in any way that will void any manufacture warranty applying to it.

11. No representation of Energy Savings

11.1 You agree and acknowledge that the ACT Government has not represented that you will necessarily experience any energy or financial savings as a result of taking part in the Scheme and whether or not you make energy or financial savings depends on many factors. Information to inform your purchase decision is available on the Scheme website. This includes product guides, as well as access to the Everyday Climate Choices website.

12. Consequence of Breach

- 12.1 You agree that if you breach these Terms, the ACT Government and its Loans Provider may (without limitation to any of its other rights) do any one or more of the following:
- a) reject any pending Loan application and/or withhold payment of any monies related to any Loan Funds that have already been paid by the Loans Provider to an Approved Supplier on your behalf, and
 - b) require you to reimburse the ACT Government or the Loan Funds (by payment to such account as the ACT Government directs) for all or any part of any Loan granted to you under the Scheme and including any interest or other monies that have been paid by the ACT Government in relation to that Loan.

13. Audit

- 13.1 You agree that the rights and responsibilities of the Auditor General under the *Public Finance and Audit Act 1987* (ACT) are not limited or otherwise affected by these Terms.
- 13.2 You must provide the Auditor-General with such assistance, including by providing information, as the Auditor-General may reasonably require in connection with his or her functions under the *Public Finance and Audit Act 1987* (ACT).

14. Privacy and Disclosure

- 14.1 You consent to the Loans Provider:
- a) collecting and storing Personal Information (as that term is defined in the Privacy Act 1988 (Cth)) in relation to you (such as your name and personal contact details) for the purpose of assessing your eligibility for a Loan, audit, monitoring, evaluation and reporting. You are encouraged to read and understand the Loan Agreement and the Privacy Policy of the Loan Provider which is available on its website.
 - a) disclosing such Personal Information and documents to other organisations, including the ACT Government, for purposes of administering the Loan or for managing, evaluating and improving the Scheme; and
 - a) acknowledge that such Personal Information and documents will be dealt with in accordance with applicable privacy laws.
- 14.2 You acknowledge that the ACT Government is subject to both the *Information Privacy Act 2014* (ACT) and the *Freedom of Information Act 2016* (ACT). The ACT Government may be required to publicly disclose information about the Scheme in accordance with these Acts.

15. Release of Liability

- 15.1 You release the ACT Government, its employees, officers and agents from all liability (in contract, tort (including negligence), under statute, or otherwise arising) in relation to any action or other proceeding for damages or other relief for, or in relation to, any act or matter done or omitted to be done in connection with the Scheme.
- 15.2 Nothing in this clause limits or excludes liability that cannot, by law, be limited or excluded.

16. Governing Law

- 16.1 These Terms are governed by the laws of the Australian Capital Territory.

17. Scheme end

- 17.1 The scheme will end when the fund allocated to the Scheme has been fully committed or such earlier time as the ACT Government determines in its absolute discretion.

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