



Terms and Conditions

1. Purpose

- 1.1. These Terms apply to each participant whether you are granted a rebate or not.
- 1.2. By submitting an application you declare and warrant to the ACT Government that you have read, understood, and fully accept these Terms and agree to be bound by them.

2. Modifications

- 2.1. The ACT Government reserves the right to modify, supplement or replace these Terms at any time in its absolute discretion. It will publish the current version of the Terms on the ACT Government's Everyday Climate Choices website at climatechoices.act.gov.au.
- 2.2. You are responsible for checking the current version of these Terms from time to time and complying with them.
- 2.3. You are deemed to have accepted and agreed to any modified Terms from the time the ACT Government has published them on the Website and/or provided them to you.

3. ACT Government discretion

- 3.1. You agree that:
 - a. The ACT Government has absolute discretion in relation to the Program including:
 - i. the implementation and operation of the Program matters and the right to discontinue, suspend, or modify the Program at any time, and
 - ii. the eligibility criteria for a rebate.
 - b. You may apply for but do not have the right to receive a rebate. To the extent that you may have any such right, that right is personal to you and cannot be transferred to anyone else.

4. Rebate and eligibility

- 4.1. Participant eligibility:
 - a. You must be an ACT ratepayer and the property must be located within areas zoned 'residential'. Owners of rental properties can apply for the rebate, and both you and the tenant sign the application form.
 - b. One rebate per household:
 - i. \$500 - Removal of a wood heater or permanently close off (decommission) an open fireplace for eligible ACT homeowners.
 - ii. \$1,250 - Removal of a wood heater or permanently close off (decommission) an open fireplace for ACT homeowners with an eligible concession card.
 - Department of Veterans' Affairs Gold Card
 - Australian Government Health Care Card
 - Australian Government Pensioner Concession Card including:
 - > Age Pension
 - > Carer Payment



- > Disability Support Pension
- > JobSeeker Payment or Youth Allowance
- > Parenting Payment
- > Veteran

4.2 Property eligibility:

- a. The property must be located within the ACT (including Hall, Tharwa and Oaks Estate but not Jervis Bay Territory).
- b. The property cannot be undergoing a process of knockdown/rebuild, or other substantial modifications. What is considered a substantial modification is at the sole discretion of the ACT Government.
- c. The wood heater must be the main source of heating located in a primary living space such as a lounge room or living area. Garages, sheds and workshops are excluded from the rebate.

4.3 No retrospective rebates will be offered.

4.4 The ACT Government does not provide a removal service and does not provide recommendations for removal service providers.

5. Cooperation and notification

5.1. You agree to:

- a. co-operate with the ACT Government in relation to the Program, 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 to enter your property to carry out any inspections related to the removal that they deem reasonably necessary in relation to the Program (provided they give you reasonable prior notice).

6. Incorrect information

6.1. If you provide incorrect or incomplete information in your application:

- a. your application for a rebate may be rejected, or the response may be delayed.
- b. the ACT Government may refuse to accept a rebate application from you in future.
- c. if, because of the incorrect or incomplete information, you have been awarded a rebate which would not otherwise have been made, you are in breach of these Terms.

7. Representations

7.1. You warrant to the ACT Government that:

- a. to the best of your knowledge, you are an eligible participant and that you will comply with these Terms.
- b. all information submitted by you or on your behalf to the ACT Government is true, complete, accurate, and not misleading.
- c. to the best of your knowledge, there is no legal, regulatory, contractual, or other restriction upon you performing your obligations under these Terms.

8. Consequence of breach

8.1. You agree that if you breach these Terms, the ACT Government may (without limitation to any of its other rights) do any one or more of the following:

- a. reject any pending rebate application.
- b. require you to reimburse the ACT Government the rebate payment (by payment to such account as the ACT Government directs).

9. Audit

- 9.1. 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.
- 9.2. 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).

10. Privacy and disclosure

- 10.1. You consent to the ACT Government:
 - 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 rebate, audit, monitoring, evaluation, and reporting.
 - b. acknowledge that such personal information and documents will be dealt with in accordance with applicable privacy laws.
- 10.2. 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 Program in accordance with these Acts.

11. Release of liability

- 11.1. 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 Program.
- 11.2. Nothing in this clause limits or excludes liability that cannot, by law, be limited or excluded.
- 11.3. ACT Government accepts no responsibility for any damage or injury arising from the removal of wood heaters or decommissioning of open fireplaces.

12. Governing law

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

13. Program end

- 13.1. The Program will end when the funding allocated to the Program has been fully committed or at such earlier time as the ACT Government determines in its absolute discretion.

Contact us

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ACT
Government

Small Steps. Smart Choices.
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