



Applicant Terms and Conditions

August 2024

The Access to Electric Program (the Program) is part of the ACT Government's suite of programs providing support for households experiencing financial hardship to transition their appliances from gas to electric alternatives. Making this switch can improve energy efficiency, reduce energy costs, and increase thermal comfort for households.

The Program will fully fund electrification and energy efficiency upgrades in eligible households, including:

- Replacing gas appliances with like-for-like efficient electric appliances (heating and cooling, water heating, cooktops).
- Installing ceiling insulation (where required).

Program participants must comply with these Terms and Conditions.

1. Purpose

- 1.1. These Terms apply to each participant, whether you are deemed eligible or not.
- 1.2. These Terms apply in addition to any other terms and conditions that the contractors may give you.
- 1.3. By participating in an eligibility assessment, and as a continuing obligation throughout your participation in the Program, you declare to the ACT Government that you have read, understood, and agree to be bound by these Terms.

2. Modifications

- 2.1. The ACT Government reserves the right to modify, supplement or replace these Terms at any time in its absolute discretion. The current Terms will be provided to You.
- 2.2. You are responsible for checking the current version of these Terms 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 provided them to You.

3. Definitions

- 3.1. The following definitions apply in this document.

ACT Government — means the Australian Capital Territory, established by section 7 of the Australian Capital Territory (Self-Government) Act 1988 (Cth), as represented by the Environment, Planning and Sustainable Development Directorate (EPSDD).

Contractor – A supplier engaged by the ACT Government to undertake installations of Goods and/or complete pre-installation inspections.

Eligibility Assessment Partner – A contractor engaged by the ACT Government to undertake eligibility assessments of households that have been referred as potential Program Participants.

Eligible Participant — means a person who satisfies the eligibility criteria for the Program as published in the Participant Guidelines document (and varied by the ACT Government in its absolute discretion from time to time) and has been deemed eligible by the Eligibility Assessment Partner.

Eligibility Assessment – means a contractor reviewing your financial circumstances and supplied documentation against the eligibility criteria for the Program and determining if you are an Eligible Participant.

Eligible Site — means a residential property that is owned by the Eligible Participant and is considered their primary place of residence.

Goods – means the approved products that will be installed under the Program.

Participant Guidelines — means the document providing the Eligible Participant with an overview of the Program including eligibility criteria.

Installed Goods — means Goods that have been installed by a Contractor in an Eligible Participant's home.

Program — means Access to Electric program, where Eligible Participants will receive installation of Goods as determined by the pre-installation assessments and the ACT Government.

Program Matters — means these Terms applying to all aspects of the delivery and operation of the Program including but not limited to eligibility assessment, communications, evaluation and administration of the installation of Goods.

Terms — means these Terms and Conditions, as varied by the ACT Government in its absolute discretion from time to time.

You or Your — means the person named as a participant in the Program.

4. ACT Government discretion

4.1. 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,
 - ii) the eligibility criteria for the Program.
- b) Even if You are considered suitable for participation in the program:
 - i) Goods are contingent on the site suitability,
 - ii) The ACT Government may choose to not approve Goods.
- c) The ACT Government is not involved in the assessment of site eligibility, which is done solely by a third-party Contractor.
- d) The ACT Government does not give any warranty as to the standard of care or process that will be undertaken by a Contractor assessing the suitability of the site or installing Goods.

5. Program mechanics

- 5.1. Eligible Participants will have a pre-installation Assessment conducted at their property to determine recommended upgrades.
- 5.2. The ACT Government will assess upgrades quoted by the Contractor and confirm with You which upgrades are approved Goods. You will need to sign an Upgrade Consent Form before the Goods are installed.
- 5.3. The ACT Government will arrange one or more Contractors to complete the installation of the approved Goods in Your home and removal of the gas appliances.
- 5.4. With Your consent, the ACT Government will arrange for the permanent disconnection of your property from the gas network once all gas appliances have been removed.

6. Cooperation and notification

- 6.1. You agree to:
 - a) co-operate with the ACT Government and its Contractors 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 and its Contractors to enter Your property to carry out any inspections of the Installed Goods they deem reasonably necessary in relation to the Program (provided they give you reasonable prior notice).

7. Incorrect information

- 7.1. If You provide incorrect or incomplete information in Your Eligibility Assessment:
 - a) Your Eligibility for the Program may be rejected, or the outcome may be delayed.
 - b) if, because of the incorrect or incomplete information, You have been enrolled as a participant of this Program which would not otherwise have occurred, You are in breach of these Terms.

8. Obligations relating to installation of Goods

- 8.1. You must not operate or maintain Your Installed Goods in any way that would void the manufacturer's warranty.
- 8.2. 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.
- 8.3. You must not remove, or permit anyone else to remove, all or any part of Your Installed Goods from the Eligible Site except:
 - a) for the purposes of maintenance, repair, or replacement
 - b) for the physical protection of any person, property, or the environment
 - c) 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
 - d) with the written consent of the ACT Government.

9. Representations and warranties

9.1. You warrant to the 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 or its Contractors 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.

10. No representation of energy savings

10.1. You agree and acknowledge that the ACT Government has not represented that You will necessarily experience any energy or financial savings because of taking part in the Program and that whether You make energy or financial savings depends on many factors that are beyond the control of the ACT Government.

11. Consequence of breach

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

- a) Halt any pending installation of Goods.
- b) Reject You as an Eligible Participant in the Program.

12. Privacy and disclosure

12.1. 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 the Program, audit, monitoring, evaluation, and reporting.
- b) disclosing such personal information and documents to other organisations involved in the Program.
- c) acknowledge that such personal information and documents will be dealt with in accordance with applicable privacy laws.

12.2. 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.

13. Release of liability

13.1. 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.

13.2. Nothing in this clause limits or excludes liability that cannot, by law, be limited or excluded.

14. Governing law

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

15. Program end

15.1. 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

Access to Electric

Environment, Planning and Sustainable Development Directorate

Phone: 1300 141 777

Email: accesstoelectric@act.gov.au



ACT
Government

Small Steps. Smart Choices.
climatechoices.act.gov.au