



# Applicant terms and conditions

April 2023

*Home Energy Support: Rebates for Homeowners* (the Program) helps lower income homeowners install energy efficient products in their home. ACT residents can apply for up to two rebates to supply and install Approved Goods across two categories and can also apply for an optional interest-free loan. Approved Goods are outlined in the **Participant Guidelines**.

This Program is open to all ACT residents who have an Australian Government Pensioner Concession Card, Department of Veterans' Affairs (DVA) Gold Card, or Australian Government Health Care Card and who meet the eligibility criteria, including limits for the Unimproved Value of the property. Information about the eligibility criteria, rebates, and eligible products is in the **Participant Guidelines**, which is published on the ACT Government's *Everyday Climate Choices* website at **climatechoices.act.gov.au**.

Program participants must comply with these Terms and Conditions. Those who choose to apply for an interest-free loan through the Sustainable Household Scheme (SHS) must also comply with the SHS Terms and Conditions, which can be found on the ACT Government's *Everyday Climate Choices* website at **climatechoices.act.gov.au**.

## 1. Purpose

- 1.1 These Terms apply to each Participant whether you are granted a rebate or not.
- 1.2 These Terms apply in addition to any other terms and conditions that the Rebate Provider may give You.
- 1.3 By submitting an Application and as a continuing obligation throughout Your participation in the Program, 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 on the Website 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. 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.

**Application** — means an Application for a Rebate under the Program.

**Approved Goods** — means any eligible product meeting the relevant requirements as outlined in the *Participant Guidelines*.

**Approved Supplier** — means any entity who has been accredited by the Loans Provider to supply and/or install Approved Goods. This term is referred to as “Accredited Vendor” on documents from the Loans Provider.

**Australian Government Pensioner Concession Card** — means a Pensioner Concession Card issued by either Services Australia or the Department of Veterans’ Affairs.

**Department of Veterans’ Affairs Gold Card** — means a Gold Card issued by the Department of Veterans’ Affairs.

**Australian Government Health Care Card** — means a Health Care Card issued by Services Australia.

**Eligible Participant** — means a person who satisfies the eligibility criteria for the Program as published on the ACT Government’s Everyday Climate Choices Website and/or the *Participant Guidelines* document (and varied by the ACT Government in its absolute discretion from time to time).

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

**Participant Guidelines** — means the document providing the Eligible Participant with an overview of the Program including eligibility criteria and how to apply.

**Installed Goods** — means Approved Goods that have been installed by an Approved Supplier in an Eligible Participant’s home.

**Loan** — means a consumer credit arrangement between the Eligible Participant and the Loans Provider for the supply and/or installation of Approved Goods under the Sustainable Household Scheme.

**Loans Provider** — means any entity engaged by the ACT Government to provide the Loans.

**Program** — means *Home Energy Support: Rebates for Homeowners* where Eligible Participants can access Rebates and apply for an optional interest-free Loan to fund the supply and installation of Approved Goods.

**Program Matters** — means these Terms and Conditions applying to the Approved Supplier (including those imposed by the ACT Government, Rebate Provider 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 Program including communications, and the Application, assessment, and administration of the Rebate and Loan).

**Qualifying Installation** — means the installation of Approved Goods by an Approved Supplier for an Eligible Participant.

**Rebate** — means a payment of 50% of the Approved Goods amount up to a maximum value of \$2,500, paid by the ACT Government. The Rebate is available for each category of Approved Goods installed in an Eligible Participant’s primary residential dwelling.

**Rebate Provider** — means either the ACT Government or any entity engaged by the ACT Government to manage the administration and provision of the Rebate.

**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 Everyday Climate Choices Website at [climatechoices.act.gov.au](http://climatechoices.act.gov.au) or any replacement Website published by the ACT Government with information about the Program.

**You or Your** — means the person named in the Application.

## 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 right to require suspension or removal of an Approved Supplier from the Program at any time, and
  - iii) 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.
- c) Even if You are considered suitable for a Rebate, payment of that Rebate is contingent on the site suitability and the subsequent installation of the Approved Goods on the Eligible Site.
- d) Neither the ACT Government nor its Rebate Provider are involved in the assessment of site eligibility, which is done solely by an Approved Supplier.
- e) Neither the ACT Government nor its Rebate Provider give any warranty as to the standard of care or process that will be undertaken by an Approved Supplier in providing a quotation, assessing Your suitability or the suitability of the site, or installing Approved Goods.

## 5. Rebates

5.1 To be eligible for a Rebate, you must be an Eligible Participant and the Approved Supplier must install the Approved Goods at an Eligible Site.

5.2 An Eligible Participant can get up to two Rebates:

- a) one Rebate of up to 50%, capped at \$2,500, of the total supply and installation costs for Approved Goods under Category A, and
- b) one Rebate of up to 50%, capped at \$2,500, of the total supply and installation costs for Approved Goods under Category B.

The maximum Rebate amount for each Eligible Site is \$5,000.

- c) The Rebate of up to \$2,500 for Approved Goods under Category B may be used towards the supply and installation costs of multiple Approved Goods.

## 6. Rebate mechanics

- 6.1 If You are granted a Rebate, it must only be used to pay for the purchase and installation of Approved Goods and not for any other purpose.
- 6.2 The process and payment of the Rebates is different depending on whether an Eligible Participant seeks an interest-free Loan in addition to the Rebate. If an Eligible Participant is only applying for a Rebate, this will be managed by the ACT Government. If an Eligible Participant is seeking an interest-free Loan in addition to the Rebate, this will be managed by the Rebate Provider.
- 6.3 For Eligible Participants accessing the Rebate only, the Rebate will be paid to the Eligible Participant once evidence of the installation of Approved Goods for which the Rebate was granted has been received by the ACT Government.
- 6.4 For Eligible Participants accessing both the Rebate and an interest-free Loan, the Rebate will be paid directly to the Approved Supplier once evidence of the installation of Approved Goods has been supplied to the Rebate Provider.
- 6.5 The Rebate will pay for 50% or up to \$2,500, whichever is lesser, for the supply and installation costs of the Approved Goods from the relevant product category. The remainder of the cost must be paid for via the interest-free Loan or funds from the Eligible Participant.
- 6.6 If an Eligible Participant installs products from both Category A and Category B, then they may be able to receive two separate Rebates of 50% or up to \$2,500, whichever is lesser, for the supply and installation of one or more Approved Goods from both Category A and Category B.
- 6.7 On payment of the Rebate, You hereby certify in favour of the ACT Government that, to the best of Your knowledge, the whole of the Rebate was used to pay for the purchase and installation of Approved Goods, and You authorise and direct the Approved Supplier to provide, on Your behalf, any certification the ACT Government requires in connection with receipt or use of the Rebate.

## 7. Cooperation and notification

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

## 8. Incorrect information

- 8.1 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 and the Rebate Provider 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.

## 9. Obligations relating to installation of goods

- 9.1 The Installed Goods must meet the Approved Goods criteria as specified in the *Participant Guidelines*.
- 9.2 In exceptional circumstances an Eligible Participant and/or Approved Supplier may request the installation of a product from either Category A or Category B outside the parameters identified in 9.1. If a product of differing specification is approved by the ACT Government, it will count as an Approved Good only for the purpose of that specific installation on the relevant Eligible Site.
- 9.3 You must not operate or maintain Your Installed Goods in any way that would void the manufacturer's warranty.
- 9.4 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.
- 9.5 You must not remove, or permit anyone else to remove, all or any part of Your Qualifying Installation 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.
- 9.6 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
  - 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 Participant and that You will comply with these Terms
  - b) if You are granted a Rebate, You will purchase all Approved Goods for installation at the Eligible Site specified in Your Application and not for any other purpose
  - c) all information submitted by You or on Your behalf to the ACT Government or its Rebate Provider is true, complete, accurate, and not 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.

## 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 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.

## 12. Consequence of breach

- 12.1 You agree that if You breach these Terms, the ACT Government and its Rebate Provider 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).

## 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 Rebate 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 Rebate, audit, monitoring, evaluation, and reporting
  - b) disclosing such personal information and documents to other organisations, including the ACT Government
  - c) 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 Program 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 Program.
- 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. Program end

- 17.1 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.  
[climatechoices.act.gov.au](http://climatechoices.act.gov.au)