

Empowering Homes Program

Applicant Terms and Conditions

Updated August 2020

Applicant Terms for NSW Government Solar Battery Loan Offer (the Empowering Homes Program)

Under the Program, the NSW Government offers to cover interest charges on loans to eligible home owners for purchase and installation of certain solar and energy storage systems. The offer is subject to these Terms and your continued compliance with them. You acknowledge that if the cost to you of paying for the Eligible Equipment and Qualifying Installation is greater than the amounts available under the Program, you will need to supply the additional funds from your own resources or by taking out an additional loan on commercial terms.

1. Purpose

- 1.1 These Terms apply to each Applicant (whether or not you are granted a Loan).
- 1.2 These Terms apply in addition to any other terms and conditions that the Program Administrator may give you.
- 1.3 By submitting an Application, you confirm that you have read these Terms and agree to be bound by them.

2. Modifications

- 2.1 The NSW 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 Website.
- 2.2 You are responsible for checking the current version of these Terms on the Website from time to time, and for complying with them.
- 2.3 You are deemed to have accepted and agreed to any modified Terms from the time the NSW 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.

Application means an application for a Loan under the Program.

Approved Supplier means any entity who has been accredited by the Program Administrator to install Eligible Equipment.

Delivery Partner means the Program Administrator, or any entity engaged by the NSW Government or the Program Administrator to assist with the delivery, management or administration of the Program, but does not include the Approved Suppliers or their sub-contractors.

Eligible Customer means a person who satisfies the Customer Eligibility Criteria for the Program as published on the Website (and varied by the NSW Government in its absolute discretion from time to time).

Eligible Equipment means energy storage systems, ancillary equipment and solar equipment which meet the Equipment Eligibility Criteria as set out by the NSW Government (and varied by the NSW Government in its absolute discretion from time to time).

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

Installed Equipment means Eligible Equipment that you have purchased using the Loan Funds, after completion of the Qualifying Installation.

Loan means a consumer credit arrangement between you and the Program Administrator for the supply and installation of Eligible Equipment under the Program.

Loan Funds means the agreed monetary amount of the Loan provided by the Program Administrator to the Approved Installer on your behalf, and which is subject to the Loan contract between you and the Program Administrator.

Loan Scheme means the eligibility assessment, provision and administration of the Loans including but not limited to repayments and other obligations.

NSW Government means the Department of Planning, Industry and Environment for and on behalf of the Crown in right of the State of New South Wales.

Program means the NSW Government Solar Battery Loan Offer (also known as the Empowering Homes Program).

Program Administrator means the entity (Plenti) engaged by the NSW Government to help implement and administer the Program pilot.

Program Matters means these Terms, the terms and conditions applying to Approved Suppliers (including those imposed by the NSW Government and Delivery Partners), 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 Loans).

Qualifying Installation means the compliant installation of Eligible Equipment at an Eligible Site by an Approved Supplier for an Eligible Customer.

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

Website means the Program website at energysaver.nsw.gov.au/solar-battery-loan-offer.

4. NSW Government Discretion

- 4.1 You agree that:
- a) the NSW Government has absolute discretion in relation to the Program including:
 - i. the implementation and operation of the Program Matters and may 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 for any Loan.
 - b) You may request but do not have the right to be considered for, or to receive, a Loan (or quotation from an Approved Supplier). To the extent that you may have any such right, you cannot transfer it to anyone else.
 - c) Neither the NSW Government nor its Delivery Partners are involved in the assessment of site suitability, which is done solely by an Approved Supplier.
 - d) Neither the NSW Government nor its Delivery Partners 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 installing a solar or battery system.

5. Loans

- 5.1 To be eligible for a Loan, you must be an Eligible Customer and the site where the Approved Supplier will install the Eligible Equipment must be an Eligible Site.
- 5.2 If you are granted a Loan, the NSW Government will pay the interest accruing on the Loan Funds, provided that you comply with these Terms and with your agreement with the Program Administrator, including by making all payments 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 Qualifying Installation of Eligible Equipment and not for any other purpose.
- 6.2 The Loan Funds will be paid directly to the Approved Supplier who has completed the Qualifying Installation for which the Loan is granted.
- 6.3 On payment of a Loan in this manner, you hereby certify in favour of the NSW Government that, to the best of your knowledge, the whole of the Loan was used to pay for the purchase and Qualifying Installation of Eligible Equipment, and you authorise and direct the Approved Supplier to provide, on your behalf, any certification the NSW Government requires in connection with receipt or use of the Loan.

7. Cooperation and Notification

- 7.1 You agree to:
 - a) co-operate with the NSW Government and its Deliver Partners 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 NSW Government and its Delivery Partners to enter your property to carry out any inspections of the Installed Equipment they deem necessary in relation the Program (provided they give you reasonable prior notice), and
 - c) immediately notify the Program Administrator 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 relation to the Program:
 - a) your application, may be rejected, or the response may be delayed
 - b) the NSW Government and its Delivery Partners 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 NSW Government and its Delivery Partners, you will be liable to pay interest and other costs relating to the Loan on a commercial basis for the duration of the Term.

9. Obligations relating to Installation Equipment

- 9.1 You must not operate or maintain your Installed Equipment 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 impact on your Installed Equipment.
- 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
 - 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 Equipment 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 NSW Government.
- 9.4 You agree that your Installed Equipment may be part of trials and/or research projects sanctioned by the NSW Government on terms specified by the NSW Government. Such trials and research projects may involve, without limitation:
- a) remote monitoring of the ongoing operation of the Installed Equipment, and
 - b) the collection and use of information and data relating to the Installed Equipment 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 NSW Government that:
- a) to the best of your knowledge you are an Eligible Customer and that you will comply with these Terms
 - b) if you are granted a Loan, you will purchase all Eligible Equipment for use at the Eligible Site specified in your Loan Application and not for re-sale or any other purpose
 - c) all information submitted by you or on your behalf to the NSW Government or its Delivery Partners in relation to the Loan, Qualifying Installation, or Program is true, complete, accurate and not wilfully 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 granted by the Program Administrator

- f) you will advise the Program Administrator as soon as possible of any changes to your capacity to repay the Loan and will work in good faith with the Program Administrator 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 NSW Government has not represented that you will necessarily experience any energy or financial savings as a result of taking part in the Program and whether or not you make energy or financial savings depends on many factors.

12. Consequence of Breach

- 12.1 You agree that if you breach these Terms, the NSW Government and its Delivery Partners may (without limitation to its 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 Program Administrator to an Approved Supplier on your behalf, and
 - b) require you to reimburse the NSW Government or a Delivery Partner the Program Administrator (by payment to such account as the NSW Government directs) for all or any part of any Loan granted to you under the Program, and including any interest or other monies that have been paid by the NSW 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 1983 (NSW) 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 1983 (NSW).

14. Privacy and Disclosure

- 14.1 You agree that all information and documents you provide in connection with the Program will be the property of the NSW Government and/or its Delivery Partners. Such information and documents:

- a) may be disclosed to other organisations for purposes of administering the Loan or for managing, evaluating and improving the Program, and
 - b) will be dealt with in accordance with applicable privacy laws.
- 14.2 You acknowledge that the NSW Government and other NSW governmental agencies are subject to the Government Information (Public Access) Act 2009 (NSW) (GIPA Act) and may be required to publicly disclose information about the Program in accordance with the GIPA Act. The GIPA Act does not require public disclosure of personal information.

15. Release of Liability

- 15.1 You release the NSW 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 New South Wales.