

By completing this application and agreement, you are requesting New Plymouth District Council to provide the service of funding to assist you to purchase and install a home energy solution for your property as part of New Plymouth District Council's Home Energy Scheme.

If the Council accepts this application a binding contract will be created. This contract will not include any EECA grant which may be payable to a ratepayer if EECA's installation criteria are met and EECA funds are available.

To be eligible for this service, you must be the ratepayer of the property and be entered on the rating information database as the ratepayer. Your rates payments must be up to date.

1. Applicant's details

Ratepayer(s) name
 (all legal property owner(s))

Use the same postal address as the rates account

OR

Primary contact
 Address

Contact number

Phone

Mobile

Fax

Email

2. Location of property

Property address

Property ID
 (from rates invoice)

3. Application details

Description of home energy solution to be installed

You can only apply for assistance for ONE product. To be eligible for assistance with a clean heat product, solar water heating or heat pump water heating, your house must be insulated.

Insulation

Clean heat product

Solar water heating

Heat pump water heating

Is your home already insulated?

Yes

No

Name of service provider

(Note: only EECA registered suppliers may be used for the installation of insulation)

Smart Energy Solutions Limited

Please turn over

COUNCIL USE

Date received

Received by

Property ID

Land ID

Document #

Owner ID

Rates

Application # /

Receipt #

Amount Paid \$

3. Application details *continued...*

Description of home energy solution to be installed

Note: only Energy Star clean heat and solar water heating products may be installed. Only EECA registered service providers may install insulation. Only heat pump hot water products registered with the NZ Hot Water Association may be installed.

Note: a copy of the service provider's quote and copy of the product specification must be attached to this form. The product specification must show the energy star rating of the clean heat or solar product, and the approval of the heat pump hot water by the NZ Hot Water Association.

Product	<input style="width: 100%; height: 100%;" type="text"/>
Brand	
Energy Star rating	

Service provider's quote for total cost of home energy solution (GST incl.)

Amount of EECA insulation grant (GST incl.) (if applicable)

Amount New Plymouth District Council will contribute (GST incl.) (amount being applied for).

4. Applicant's declaration

I/we, _____

being the ratepayer(s) of the property specified above apply for services from New Plymouth District Council. The details of the services I/we are applying for are set out in this Home Energy Scheme Ratepayer application form and the attached quote.

I/we acknowledge that interest on the funding amount will be subject to annual review and that any interest rate changes will impact on the targeted rate levied by the Council.

Privacy statement:

Information in this form is to be provided under the Local Government Act 2002 and is required to process your application. This information, including your personal information, has to be made available to the members of the public and media, including business organisations, upon request. In appropriate circumstances, it may also be made available to other units of the Council, the Council's approved contractors and other government agencies. Under the Privacy Act 1993, you have the right to access the personal information held about you by the Council and you can also request that the Council corrects any personal information it holds about you.

I confirm that I have read and understood the Privacy Statement above and that the information provided in the application form is true and correct. I also understand that all correspondence related to the application will be sent to me.

SIGNED by the ratepayer/s (as listed)

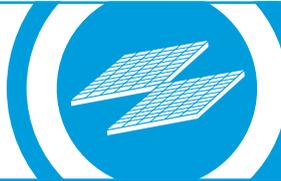
Name	Signature	Date
Name	Signature	Date
Name	Signature	Date
Name	Signature	Date

5. Check list

Office use

Applicant use P – Information provided N/A – Not applicable

- | P | N/A | |
|-----------------------|-----------------------|---|
| <input type="radio"/> | <input type="radio"/> | Completed and signed - Home Energy Scheme application form. |
| <input type="radio"/> | <input type="radio"/> | Completed and signed - Home Energy Scheme agreement. |
| <input type="radio"/> | <input type="radio"/> | Copy of the registered service provider's quote. |
| <input type="radio"/> | <input type="radio"/> | Copy of the product specification (not required for insulation). |
| <input type="radio"/> | <input type="radio"/> | \$200 administration and set up charge included. |
| <input type="radio"/> | <input type="radio"/> | Proof of ID (e.g. driver's licence). |
| <input type="radio"/> | <input type="radio"/> | For a property owned by a registered company: proof of authorised legal signatories included and named on the application form. |
| <input type="radio"/> | <input type="radio"/> | Installer is a Council-approved contractor. |
| | | Direct Debit form (If not already paying by Direct Debit) |
| | | Building Consent Application for clean heat product (eg fireplace) |



BETWEEN

Ratepayer(s) (please print names of all legal property owner(s))

AND

New Plymouth District Council

Please read and sign this agreement

If there are two or more ratepayers for your property, each additional ratepayer must place their name and signature at the end of this agreement. By signing, ratepayers acknowledge that each ratepayer is jointly and severally liable for all obligations under this agreement.

The New Plymouth District Council Home Energy Scheme assists ratepayers to install insulation and/or clean heating systems in their homes.

You have requested New Plymouth District Council to provide funding services so that an approved service provider can supply and install an approved home energy product (either insulation, clean heat, heat pump water heating, or solar hot water system) to your property. By countersigning this agreement New Plymouth District Council has approved your application and created a binding agreement with you. You acknowledge that the Home Energy Scheme Ratepayer Application form is part of this Agreement.

Your application has specified a particular home energy solution to be installed, and New Plymouth District Council will provide funding services so that the approved service provider (*who has entered into a contract with the Council*) can supply and install that home energy solution.

New Plymouth District Council will provide funding services for the home energy solution contracted for, and will recover the funding and related costs through a targeted rate on your property by instalments over nine years. All New Plymouth District Council rates include GST.

The ratepayer and New Plymouth District Council agree as follows:

1. New Plymouth District Council to liaise with the service provider

- 1.1 New Plymouth District Council accepts the ratepayer's application, and will provide the funding services by making payment direct to an approved service provider who is to supply and install the approved part of the home energy solution service at the property.
- 1.2 Once New Plymouth District Council has notified the ratepayer that the application has been approved, the service provider shall liaise directly with the ratepayer in relation to the practical details of supplying and installing the home energy solution.

2. Liability for defective work

- 2.1 Subject to clause 2.4 the ratepayer agrees that:

2.1.1 New Plymouth District Council has no liability to the ratepayer whatsoever, whether in contract, tort, breach of statutory duty or otherwise, arising out of or in connection with the provision of the home energy solution to the property or the acts or omissions of the service provider, and

2.1.2 The ratepayer is not entitled to any compensation from New Plymouth District Council in respect of defects or damage to, or arising as a consequence of the provision of the home energy solution, to the property or the acts or omissions of the service provider.

2.2 Clause 2.1 does not affect any liability the approved service provider may have to the ratepayer in contract, tort or otherwise, and may not be relied on by the registered service provider as limiting the registered service provider's liability in any way.

2.3 The ratepayer acknowledges that this agreement does not limit or restrict any of the rights, powers, remedies and immunities from liability which New Plymouth District Council now or in the future possesses, or is entitled to by virtue of any statute or at common law.

2.4 To the extent that the parties are not, by law, able to limit or exclude liability or obligations, clause 2.1 will not limit or exclude that liability or those obligations.

3. Payment to the approved service provider by the Council

3.1 Once the registered service provider has installed the home energy solution, it will invoice New Plymouth District Council for the approved part of the total contract price, and invoice EECA for any applicable EECA grant which they may be eligible to claim. The ratepayer must notify the Council within 10 working days after completion of the work if the work has not been completed to a satisfactory standard by the service provider, or there is any related dispute with the service provider.

3.2 If the work has not been completed to a satisfactory standard, the ratepayer should advise EECA if an EECA grant is payable.

Please turn over

3.3 New Plymouth District Council will, as part of its contract with the registered service provider, provide as funding services the agreed contract price to the approved service provider for installing the approved part of the home energy solution.

4. Payment to the service provider by ratepayer(s)

4.1 The ratepayer agrees to pay any amounts owing to the approved service provider in relation to the installation of the home energy solution at the property above the approved part of the contract price agreed by New Plymouth District Council.

4.2 The ratepayer acknowledges that the funding service provided by the Council covers only the approved part of the contract price of the home energy solution and that if the contract price increases, or there are other costs in relation to the solution or its installation the Council will not increase the amount of its funding services.

5. New Plymouth District Council to assess targeted rate on the property

5.1 The ratepayer acknowledges that New Plymouth District Council will assess a targeted rate (plus GST) on the property each year, for nine years, to pay for the services. That targeted rate will be used to recover all of New Plymouth District Council's costs in relation to the services including the cost of funding the provision of the funding services, and a portion of New Plymouth District Council's overall administrative costs.

5.2 New Plymouth District Council will include any targeted rate on the Land Information Memorandum (LIM) for the property.

5.3 If the ratepayer intends to sell the property in the period after this agreement has been entered into and while a targeted rate will be or is being assessed against the property, the ratepayer must: (1) notify New Plymouth District Council in writing of the sale; and (2) tell the prospective purchaser about the targeted rate and include provision in the sale and purchase agreement recording the disclosure.

5.3.1 If the ratepayer fails to comply with the obligations in clause 5.3, the ratepayer will be personally liable for the amount outstanding despite having sold the property and the New

Plymouth District Council may demand the ratepayer, within 21 days, pay all amounts that are unpaid or are still to be assessed in respect of the targeted rate.

5.4 Any failure by the ratepayer to comply with the obligations in clause 4 entitles the Council to demand and receive payment from the ratepayer for all amounts that are unpaid or are still to be assessed in respect of the targeted rate (by any means available to the Council).

5.5 The ratepayer must agree to pay the targeted rate by direct debit.

5.6 If the ratepayer fails to pay the rates invoice for the property by the due date, the provisions of the Local Government (Rating) Act 2002 apply, and the ratepayer will incur penalties in the usual way in accordance with New Plymouth District Council's policy.

6. Amounts to be recovered

6.1 New Plymouth District Council will recover targeted rates from the ratepayer over a nine year period which will be sufficient to recover the funding services amount and associated costs. As one of the associated costs is interest (and interest rates are subject to annual review), the targeted rate will change if interest rates change.

7. Information issues

7.1 Any information which the ratepayer supplies to New Plymouth District Council for the purposes of this agreement may be disclosed to EECA and/ or the service provider.

7.2 In accordance with the Privacy Act 1993, the ratepayer is entitled to have access to their personal information held by New Plymouth District Council in connection with this agreement and to request correction of that information.

8. Insulation audit

8.1 In the case of insulation installations, where the property has been randomly selected for an insulation audit, the ratepayer will allow access to the property for the purposes of the audit, and will assist the auditor, wherever possible, to complete the task in a timely manner.

Applicant's declaration

SIGNED by the ratepayer/s (property owner/s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	Signature	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	Signature	Date

SIGNED for and on behalf of NEW PLYMOUTH DISTRICT COUNCIL by

<input type="text"/>	<input type="text"/>
Signature	Date
<input type="text"/>	
Name	
<input type="text"/>	
Position	