

# WARMER HOMES SCHEME

## Heat Smart Energy Solution - Application Form



By completing this application form and attached agreement, you are applying to the South Taranaki District Council (STDC) to contract an approved service provider to install an EECA approved product in your home as part of the STDC Heat Smart Solution programme. To be eligible, you must be the ratepayer of the property in South Taranaki, your rates payments must be up to date, your property must be a qualifying home and you must use an approved service provider.

<b>This application form must include a \$200 administration fee*</b>	<b>(Office Use Only)</b>
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(RATEPAYER TO COMPLETE)			
Full Name (all legal property owner/s) Company or Trust?			
Physical address of property	Postcode:		
Postal address of property (if different from above)	Postcode:		
Daytime phone number		Email	
Property number		Valuation number	
<b>Description of home energy solution to be installed</b>			
Note: Only Energy Star clean heat EECA approved products may be installed. Only approved service providers may install insulation and clean heat products. A copy of the approved 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 product.			
Product			
Brand			
Energy Star Rating			
Approved Service Provider's quote for total cost of home energy solution (GST incl.)		\$	
Amount of EECA insulation grant (GST incl.) (if applicable)		\$	
Amount South Taranaki District Council will contribute (GST incl.) (amount being applied for)		\$	
Name of Approved Service Provider	Smart Energy Solutions Ltd	Quotation number (quote must be attached to this form)	
Amount South Taranaki District Council will contribute (incl GST)**		\$	
Cost of Heat Smart Product (incl GST)	\$	Amount to be funded by applicant (incl GST)***	\$
<p>* The Administration Fee can be included as part of your loan.</p> <p>** The maximum amount that STDC will contract with an approved service provider in relation to any property is \$3,900 (including GST) for insulation and \$5,000 (including GST) for clean heat products. STDC will only cover costs directly attributable to the installation of the agreed products, as set out in clause 4 of the attached agreement; STDC will recover the associated costs over time through a targeted rate on the property.</p> <p>*** Any amounts agreed between the ratepayer and the approved service provider above, the agreed STDC assistance.</p> <p><b>NB: The new rating year begins from 1 July. If you require funding after that date, you will accrue interest up to 30 June the following year, which will be added to the balance to calculate repayments over nine years.</b></p>			

# Heat Smart Energy Solution Programme - Agreement



## Please read and sign this agreement

The "Warmer Home Scheme" (Heat Smart Energy Solution Programme), run by STDC, helps South Taranaki ratepayers to install insulation and clean heat products in their homes. The programme is supported by the Energy Efficiency and Conservation Authority (EECA).

You have applied for STDC to contract with an approved service provider to install EECA approved products in your home. By countersigning this agreement STDC has approved your application and created a binding agreement with you.

Your application has specified a particular approved product to be installed, and STDC will contract approved service providers to install that product.

STDC will pay for the approved product directly to the approved service provider and will recover its costs through a targeted rate on the property that uses this service. All STDC rates include GST.

## The ratepayer and STDC agree as follows:

### 1. STDC to liaise with the approved service provider

- 1.1 STDC accepts the ratepayer's application, and will provide the funding services by making payment directly to an approved service provider who is to supply and install the approved part of the heat smart energy solution service at the property.
- 1.2 Once STDC has notified the ratepayer that their application has been approved, STDC will instruct the approved service provider to liaise directly with the ratepayer in relation to the practical details of installing the approved product.
- 1.3 Once the approved service provider has installed the approved product, it will invoice STDC for the contracted work and seek payment from the ratepayer for any additional amounts.
- 1.4 Where the ratepayer's property has been randomly selected for an installation audit, the ratepayer will allow access to the property for the purposes of the audit, and wherever possible will assist the auditor to complete this task in a timely manner.

### 2. Liability for defective work

- 2.1 Subject to clause 2.4 the ratepayer agrees that:
  - 2.1.1 STDC 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 heat smart energy solution to the property or the acts or omissions of the approved service provider, and
  - 2.1.2 The ratepayer is not entitled to any compensation from STDC in respect of defects or damage to, or arising as a consequence of the provision of the heat smart energy solution, to the property or the acts or omissions of the approved 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 approved service provider as limiting the approved 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 STDC 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 of the approved service provider

- 3.1 STDC will, as part of its contract with the approved service provider, agree to pay the approved service provider the contract price for installing the approved product.
- 3.2 The ratepayer agrees to pay any amounts owing to the approved service provider in relation to the installation of the approved product at the property above the contract price agreed by STDC in accordance with the ratepayer's separate arrangements with the approved service provider.
- 3.3 The contract price is the lesser of:
  - 3.3.1 The amount of the insulation, with an absolute maximum of \$3,900 (including GST) per property;
  - 3.3.2 The amount of the clean heat product, with an absolute maximum of \$5,000 (including GST) per property;
  - 3.3.3 The amount requested by the ratepayer in this application.
- 3.4 STDC will not cover costs not directly associated with the installation, such as debris clearing.

**4. STDC to assess targeted rate on the property**

- 4.1 The ratepayer acknowledges that STDC will assess a targeted rate (plus GST) on the property each year, for an expected period of nine years, to pay for the Heat Smart Energy Solution services. That targeted rate will be used to recover all of STDC's costs in relation to the services. The rate is based on the amount funded plus a margin, which is set once per year. Rates payments will be applied to reduce the balance due based on rates instalment dates.
- 4.2 STDC intends to include the targeted rate on the Land Information Memorandum (LIM) for the property, but is not required to do so.
- 4.3 If the ratepayer sells 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 STDC in writing of the sale; and (2) tell the prospective purchaser about the targeted rate by including a provision in the Sale and Purchase Agreement recording the disclosure.
- 4.4 If the ratepayer fails to comply with the obligations in clause 4.3 the ratepayer will be personally liable for the outstanding amount despite having sold the property and STDC may demand the ratepayer must, within 21 days, pay all amounts that are unpaid or are still to be assessed in respect of the targeted rate (by any means available to STDC).
- 4.5 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 late payment penalties in accordance with STDC's rates policy.

**5. Information issues**

- 5.1 Any information which the ratepayer supplies to STDC for the purposes of this agreement may be disclosed to EECA.
- 5.2 In accordance with the Privacy Act 1993, the ratepayer is entitled to have access to their personal information held by STDC in connection with this agreement and to request correction of that information.

**6. Ratepayer Declaration**

**MUST BE SIGNED by all legal property owner/s listed on the property's rates assessment and invoice**

If a trust or company, then all authorised signatories MUST sign. STDC is required to hold records of all legal signatories who are responsible for paying rates on this property. If you can't provide all legal ratepayer signatories, please attach an explanation.

I/we, being the ratepayer(s) of the property specified in this agreement, request STDC to contract an approved service provider to install a home energy solution as described in this Application Form and as per the attached quote.

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

**Privacy Statement:**

Information in this form is required 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 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 correct 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.

SIGNED by the ratepayer/s (as listed)

Name		Signature	
Name		Signature	
Name		Signature	
Name		Signature	

DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**SIGNED for and on behalf of the South Taranaki District Council**

Name

Signature

Position

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

# Definitions used in this agreement

## Guide to definitions in this agreement

### Application

The application form submitted by the ratepayer with the signed copy of this agreement.

### Approved Product

Product installed by the approved service provider for the contract price.

### Approved Service Provider

The company providing insulation and clean heat products that has been approved by STDC and is specified in this application.

### Contract Price

An amount calculated under Clause 3.3, which is the amount that STDC has or will contract with the recognised service provider to pay to it for installing the approved part of insulation and clean heat products.

### EECA

The Energy Efficiency and Conservation Authority.

### Property

The property where the insulation is to be installed, as specified in this application.

### Quote

In relation to the installation of the product, the quote provided by the approved service provider to the ratepayer for carrying out the installation, and which was provided by the ratepayer to STDC with the application.

### Ratepayer

The people named as the ratepayers in the rating information database and the district valuation roll for the property.

### STDC

The South Taranaki District Council.

### Targeted Rate

The rate which STDC will set and assess against the property to recover costs relating to the heat smart energy solution products.

For more information, contact the South Taranaki District Council: 0800 111 323, [www.southtaranaki.com](http://www.southtaranaki.com)

## How can I calculate my repayment?

The following table can help you calculate your repayments\*

South Taranaki District Council assistance	<b>\$5,000</b>	<b>\$3,900</b>	<b>\$2,500</b>	<b>\$1,950</b>
Approximate cost per annum (including GST at 15%)	\$753	\$588	\$377	\$294
Approximate cost per week	\$14	\$11	\$7	\$6
Nine-year total	\$6,777	\$5,292	\$3,393	\$2,646

\* Based on 7% interest, which is set once a year and subject to change.

\* Any amount owing after STDC assistance is your responsibility.