

Warm Greater Wellington CLEANER HEATING

Ratepayer application and agreement form MASTERTON DISTRICT ONLY

By completing this application and attached agreement, you are applying to the Greater Wellington Regional Council (GWRC) to contract a supplier to install a clean heat appliance to your property as part of GWRC's home insulation and clean heat programme. To be eligible, you must be the ratepayer of the property, your rates payments must be up to date, your property must be a qualifying Masterton district home and you must use a recognised service provider.

(Office use only)

Clean heat appliance service you are applying for (RATEPAYER TO COMPLETE)

Ratepayer's name (all legal property owner/s) Company or trust?*				All legal ratepayers/owners must be listed here
Physical address of property				Postcode:
Postal address of property (if different from above)				Postcode:
Daytime phone number		Mobile number		
Email				
Property rate account number		Valuation number		
Name of recognised service provider	Smart Energy Solutions	Quotation number (quote must be attached to this form)		
Cost of clean heat appliance (inc GST)	\$	Amount GWRC will contribute (inc GST)**	\$	
		Amount to be funded by applicant (inc GST)***	\$	

* If your property is owned by a registered company or trust, please provide proof of authorised legal signatories and ensure they are all on this application

** The maximum services amount that GWRC will contract with an recognised service provider to provide in relation to any property is \$5,000 (including GST). Greater Wellington will only cover costs directly attributable to the installation of the agreed products. As set out in Clause 4 of the attached agreement, GWRC will recover the services amount and associated costs over time through a targeted rate on the property

*** Any amounts agreed between the ratepayer and the recognised service provider above the agreed GWRC assistance

* ALL LEGAL RATEPAYERS MUST COMPLETE:

Signature

Signature

Signature

Signature

Warm Greater Wellington cleaner heating appliance agreement

BETWEEN Ratepayers listed on page 1 and who have signed on page 1 and 3.

AND GWRC, a regional council named in Schedule 2 to the Local Government Act 2002, which trades under the name the Greater Wellington Regional Council

Please read and sign this application and agreement

All legal ratepayers must sign p1 and p3.

The Warm Greater Wellington programme is run by GWRC.

You have applied for GWRC to contract with a recognised service provider to install a clean heat appliance at your property. By countersigning this agreement GWRC has approved your application and created a binding agreement with you.

Your application has specified a particular clean heat appliance to be installed, and GWRC will contract the recognised service provider to install that clean heat appliance. You will need to contract directly with the recognised service provider in the usual way for the remainder of the cost (if any).

GWRC will pay for the clean heat appliance that it contracts for directly with the recognised service provider and will recover its costs through a targeted rate on the properties that use this service. All GWRC rates are subject to GST.

The ratepayer and GWRC agree as follows:

1. GWRC to provide installation services

- 1.1 GWRC accepts the ratepayer's application, and will contract the recognised service provider to install the clean heat appliance at the property
- 1.2 Once GWRC has notified the ratepayer that their application has been approved, GWRC will inform the recognised service provider to liaise directly with the ratepayer in relation to the practical details of installing the clean heat appliance. The recognised service provider should confirm contract and payment terms with the ratepayer for any amounts above GWRC's approved contract price
- 1.3 Once the recognised service provider has installed the clean heat appliance, it will invoice GWRC for the work undertaken for GWRC and seek payment from the ratepayer for any additional amounts
- 1.4 The ratepayer must notify GWRC if the work has not been completed to a satisfactory standard within 7 days of the service provider finishing the job
- 1.5 If in consultation with the ratepayer the ratepayer's property has been 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 GWRC 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 clean heat appliance to the property, and
 - 2.1.2 The ratepayer is not entitled to any compensation from GWRC in respect of defects or damage to, or arising as a consequence of the provision of the clean heat appliance to the property
- 2.2 Clause 2.1 does not affect any liability the recognised service provider may have to the ratepayer in contract, tort or otherwise, and may not be relied on by the recognised service provider as limiting the recognised 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 GWRC 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 recognised service provider

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

4. GWRC to assess targeted rate on the property

- 4.1 The ratepayer acknowledges that GWRC will assess a targeted rate (plus GST) on the property each year, for an expected period of nine years, to pay for the services. That targeted rate will be used to recover all of Greater Wellington’s costs in relation to the services. The rate is based on the amount funded plus a margin charge, which is set once per year. Rates payments will be applied to reduce the balance due based on rates instalment dates
- 4.2 GWRC 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 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 GWRC 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 GWRC 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 GWRC)**
- 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 GWRC’s rates policy. To avoid these it is recommended that ratepayers sign up to a direct debit plan for their rates.**

5. Information issues

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

*** 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. GWRC 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.

Name		Signature	
Name		Signature	
Name		Signature	
Name		Signature	
DATE	/ /		

SIGNED for and on behalf of the GREATER WELLINGTON REGIONAL COUNCIL by

Name		Signature	
Position		DATE	/ /

How can I calculate my repayments?

The following table can help you to calculate your repayments*

Greater Wellington Regional Council assistance	\$5,000	\$4,000	\$3,000	\$2,000
Approximate per annum cost/rate (inc GST at 15%)	\$794	\$635	\$476	\$318
Approximate per week	\$15	\$12	\$9	\$6
Nine-year total	\$7,416	\$5,717	\$4,288	\$2,859

* Based on a margin charge of 7%, which is set once a year and subject to change
 * Any amount owing after GWRC assistance is your responsibility

Definitions used in this agreement

Application

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

Approved part

Part of the clean heat appliance installed by the recognised service provider for the contract price

Recognised service provider

The company providing clean heat appliance that has been approved by GWRC and is specified in this application

Contract price

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

EECA

The Energy Efficiency and Conservation Authority

Property

The property where the clean heat appliance is to be installed, as specified in this application

Qualifying Home

Qualifying Home means a residential dwelling and includes any part of that dwelling whether or not it has been renovated or altered since that date and the insulation has been assessed as meeting the EECA standards by the recognised service provider

Quote

In relation to the installation of the clean heat appliance, the quote provided by the recognised service provider to the ratepayer for carrying out the installation, and which was provided by the ratepayer to GWRC with the application

Services

The contracting by GWRC with a recognised service provider to install the approved part of the clean heat appliance at the property, and the payment to that recognised service provider of the contract price

Fold here

Clean heat appliance

A clean heat appliance listed on EECA's website at the time of signing the application and agreement. See www.gw.govt.nz/cha.

Overall installation price

In relation to the installation of the clean heat appliance, the amount which the recognised service provider is entitled to charge for that installation under the terms of their quote (which, to avoid doubt, will not be fixed as the quoted amount if the quoted amount was expressly provided as an estimate only and the quote specified how the actual amount would be calculated)

Ratepayer

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

Targeted rate

The rate which GWRC will set and assess against the property to recover costs relating to the services

For more information, contact Greater Wellington Regional Council: 0800 496 734, warm@gw.govt.nz

GW/FIN-G-15/15

Checklist

Please tick the following:

- | | | | |
|--------------------------|--|--------------------------|---|
| <input type="checkbox"/> | All people named on the property's assessment have completed and signed the "Warm Greater Wellington ratepayer application form" on p1 | <input type="checkbox"/> | I have included a copy of the recognised service provider's quote |
| <input type="checkbox"/> | All people named on the property's assessment have completed and signed the "Warm Greater Wellington installation agreement" on p3 | <input type="checkbox"/> | My rate payments are up to date |

Fold along dotted lines and seal this FreePost form with tape – DO NOT STAPLE

FreePost Authority Number 3156



Warm Greater Wellington
Greater Wellington Regional Council
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