

CleanBC Better Homes Energy Savings Program Registered Contractor Terms and Conditions



The Province of British Columbia, as represented by the Minister of Energy and Climate Solutions (the "**Province**"), has developed the CleanBC Better Homes Energy Savings Program (the "**Program**"). The CleanBC Better Homes Energy Savings Program Rebate Eligibility Requirements and Participant Terms and Conditions are available at betterhomesbc.ca (together, the "**Program Rebate Requirements**").

Contractors installing upgrades and applying for rebates under the Program agree to comply with and be bound by these CleanBC Better Homes Energy Savings Program Registered Contractor Terms and Conditions (the "**Registered Contractor Terms and Conditions**" or "**Agreement**").

1. **Administrators.** The Program is administered, in whole or in part, by the Province, CLEAResult Canada Inc. ("**CLEAResult Canada**"), and British Columbia Hydro and Power Authority ("**BC Hydro**"), (together, the "**Administrators**"), in collaboration, from time to time, with additional third-party contributors (each, a "**Collaborating Party**"). Any Administrator may rely on and enforce these Registered Contractor Terms and Conditions.

2. **Program overview.** Each person who meets the eligibility and other requirements in the Program Rebate Requirements and receives a Program eligibility code (a "**Participant**"), and who makes eligible upgrades in or to a home in accordance with the Program Rebate Requirements ("**Upgrade(s)**") is eligible to receive a rebate for such Upgrade(s) through the Program. Program eligibility codes may be valid for a limited time, in which event the Administrators will communicate an expiration date at issuance. Upgrades must be completed by a Registered Contractor, as defined in section 4. Program rebates will be paid directly to the Registered Contractor and the Registered Contractor must deduct the rebate(s) value in dollars (\$) from the Participant's balance owing to the Registered Contractor on their invoice for the Upgrade(s).

3. **Eligibility as a Participant.** To be eligible for a rebate(s) under the Program, each Participant and each Upgrade must satisfy the eligibility and other requirements set out in the Program Rebate Requirements.

4. **Eligibility as a Registered Contractor.** To be eligible to participate in the Program as a Registered Contractor, you must meet and remain in compliance with these Registered Contractor Terms and Conditions and the applicable Schedules to this Agreement, as defined below; complete Program-specific training as contemplated in section 10(c); and meet each of the following requirements, as applicable:

- Heat pump, fenestration, and insulation contractors:** Obtain and maintain standing as a Home Performance Contractor Network member, as defined by the Home Performance Stakeholder Council ("**HPSC**"), and be in compliance with Schedules A, C, and D; or
- Ventilation, health and safety, and electrical contractors:** Be in compliance with Schedules A, B, C, and D.

If there is a conflict between these Registered Contractor Terms and Conditions and the terms of a program listed in section 4(a) or 4(b) such that there are conflicting requirements for the same obligation, then the Registered Contractor must comply with the more onerous obligation. If there is a conflict that cannot be resolved by compliance with the more onerous obligation, then these Registered Contractor Terms and Conditions will prevail.

5. **Insurance.** Registered Contractors who are Home Performance Contractor Network members, as defined by the HPSC, must carry insurance as required under the respective programs, and must provide the Administrators evidence of all required insurance upon request, in a form acceptable to the Administrators. Registered Contractors who are ventilation, health and safety or electrical contractors must comply with the insurance requirements defined in Schedule B.

6. **Verification.** The Administrators may make inquiries to determine the Registered Contractor's compliance with these Registered Contractor Terms and Conditions, including through inquiries to the Registered Contractor and Participants, the inspection and verification of work performed under the Program, and the review of invoices and associated or supporting documents. The Registered Contractor will cooperate with such inquiries and provide any documents or information requested by the Administrators within the time stipulated by the Administrators, failing which the Administrators may, in their sole discretion, elect to decline to issue all or part of a rebate.

7. Acceptance.

- The Administrators reserve the right to approve Registered Contractors and may deny applications to become a Registered Contractor where those applications are incomplete or inaccurate, or where the application or the contractor applying to become a Registered Contractor does not meet the requirements of these Registered Contractor Terms and Conditions.
- Administrators are not liable for lost, delayed, damaged illegible or incomplete applications.
- Approval as a Registered Contractor under the Program will be confirmed in writing through CLEAResult Canada's online contractor portal (the "**Contractor Portal**") and through email notification.

8. **Services under the Program.** The Registered Contractor agrees that it will:

- when retained by an eligible Participant, install eligible Upgrade(s) in accordance with Program Rebate Requirements; the BC Building Code; and, if the Registered Contractor is a Home Performance Contractor Network member, all requirements imposed by the HPSC (which may include, as applicable: Introduction to Insulation Installation (NAIMA), Best Practices for Window and Door Replacements, and Quality Installations of Forced Air Furnaces and Air Source Heat Pump Retrofits in BC Homes);

- ensure that all work associated with the installation of an Upgrade will not compromise the building envelope including the integrity of exterior and interior finishes, and make reasonable attempts to ensure that the state of the building envelope is retained or improved, unless otherwise stated in the quote.
 - promote and offer the Program to the Registered Contractor's customers;
 - not apply to the Program on behalf of a potential program Participant or submit documents to the Program on behalf of a potential program Participant or a Participant (as applicable);
 - refer potential Program participants and Participants (as applicable) directly to the Program if they require assistance with registration or other Program related matters;
 - ensure that each Participant and each Upgrade satisfy the eligibility and other requirements set out in the Program Rebate Requirements;
 - verify that each of the Registered Contractor's customers has received a valid Program eligibility code prior to issuing a quote(s) or installing an Upgrade(s) and ensure that all quotes or invoices are issued in accordance with the Program Rebate Requirements applicable to the Participant and the Upgrade;
 - ensure that the installation of Upgrade(s) is complete and the Upgrade(s) are operational prior to making a Program rebate application;
 - ensure that the Program rebate application is completed accurately, in full, and that all required documents are submitted to the Administrators through the Contractor Portal;
 - provide Participants with a quote prior to installation of an Upgrade(s) and a final invoice following the installation of an Upgrade(s).
 - ensure that any amount provided to the Registered Contractor through the Program as a rebate for an Upgrade(s) is credited and not charged to the Participant;
 - if a deposit is required, ensure the value of that deposit does not exceed the amount which will be paid by the Participant for the Upgrades after the value of the rebate(s) have been deducted (calculated in accordance with the Participant's eligibility code and the Program Rebate Requirements);
 - only undertake work under the Program which the Registered Contractor has themselves quoted and not undertake work under the Program as a subcontractor to any other Registered Contractor, unless explicitly authorized in writing by the Administrators;
 - only submit a Program rebate application for Upgrades which have been undertaken by that Registered Contractor (or that Registered Contractor's subcontractor where explicitly authorized in writing by the Administrators);
 - complete a Program-approved heat load calculation for applicable heat pump installations and submit the heat load calculation to the Administrators through the Contractor Portal;
 - include the following on the bill-of-sale or invoice for the Upgrade(s):
 - Registered Contractor's company name and address;
 - Registered Contractor's contact information;
 - invoice number and Registered Contractor Goods and Service Tax ("**GST**") number;
 - invoice date;
 - Participant name and address;
 - Participant eligibility code;
 - make and model of all components installed along with a general description of such components and any applicable energy efficiency ratings (such as HSPF2/SEER2, AHRI, R-value, U-value, or NFRC);
 - costs (including labour);
 - the deposit, if any;
 - for heat pump upgrades, a detailed explanation of the heat pump design capacity (such as percentage of square footage of home heated, number of head units, type of head unit, number of supply outlets, tonnage of outdoor units and indoor units etc);
 - the amount provided to the Registered Contractor through the Program as a rebate for an Upgrade(s);
 - itemized rebate for the Upgrade(s), accurately calculated in accordance with the Participant's eligibility code and the Program Rebate Requirements and deducted from the Participant's balance owing to the Registered Contractor on their invoice for the Upgrade(s); and
 - other information as identified in the sample invoices for each applicable Upgrade, available at betterhomesbc.ca; and
 - provide Participants with a suitable service contract and/or warranty program for all Upgrade installations, alterations and materials for a period being the greater of one (1) year from the date of the installation and/or the manufacturer's specifications, (collectively, the "**Services**").
9. **Product installation.**
- All equipment and products installed as part of an Upgrade must be new, in good working order and not previously installed in another home or building.

- b. The Participant and the Registered Contractor are responsible for the safe removal, decommissioning, modification (where applicable), remediation (where applicable), and disposal/recycling of old equipment and products in accordance with all applicable laws, including environmental laws and regulations. Further, the Registered Contractor hereby agrees to dispose of old equipment and products in accordance with applicable laws and the manufacturer's specifications, requirements of Technical Safety BC and, if applicable, the gas authority having jurisdiction. Old equipment must not be resold or reused.
10. **Conduct of business.**
- a. **Applicable laws.** The Registered Contractor shall comply with all federal, provincial, and municipal laws in relation to its provision of the Services.
- b. **Code of conduct.** The Registered Contractor agrees to undertake and perform the Services and carry out its duties promptly, diligently, and in a professional manner in accordance with these Registered Contractor Terms and Conditions and the Code of Conduct for Registered Contractors, attached as Schedule C.
- c. **Performance and training obligations.** The Registered Contractor shall ensure all personnel retained and assigned by it to provide the Services possess the necessary qualifications, knowledge, skills, expertise and experience to provide the Services and undertake work under the Program in accordance with these Registered Contractor Terms and Conditions and to complete Program rebate applications in accordance with the Program Rebate Requirements. Without limiting the foregoing, the Registered Contractor and all personnel of the Registered Contractor who provide access to the Program will:
- review and comply with the Program Rebate Requirements and attend training and orientation sessions on the Program annually or as otherwise required by the Administrators;
 - use and display materials supplied by the Administrators to promote the Program in accordance with any guidelines established by the Administrators from time to time;
 - comply with the Code of Conduct for Registered Contractors attached as Schedule C;
 - comply with the Logo Usage Guidelines for Registered Contractors attached as Schedule D; and
 - not incur any liability on behalf of the Administrators or make any contract binding upon the Administrators or give or make or purport to give or make any warranty or representation on behalf of the Administrators or commit or purport to commit the Administrators to the payment of money to any person, firm, or corporation except such as are expressly authorized by the Administrators in writing.
11. **Service costs.** Except as otherwise provided for herein, the Registered Contractor shall be responsible for all costs related to the Services, including the selection, hiring or contracting and payment of qualified personnel to perform the Services. The Registered Contractor acknowledges and agrees that the Administrators bear no responsibility to oversee, administer or remunerate any third parties or personnel engaged by the Registered Contractor with respect to the Services.
12. **Site verification.** The Administrators, or any party directed by the Administrators, may at any time conduct a site verification to determine the Registered Contractor's compliance with these Registered Contractor Terms and Conditions, including with respect to the quality of the work performed by the Registered Contractor under the Program. The Registered Contractor will cooperate with the site verification and, at its cost, rectify any deficiencies identified and provide evidence of such rectification to the Administrators within the time stipulated by the Administrators. If the Registered Contractor does not cooperate with site verification or does not rectify the deficiencies identified at its cost and within the time stipulated by the Administrators, then the Administrators may, in their sole discretion, elect to decline to issue all or part of a rebate.
13. **Availability of funding.** Funding is limited and is not guaranteed. Administrators, at their sole discretion, may prioritize applications and determine the level of rebate amount(s), if any, that the Registered Contractor will receive.
14. **Rebate amounts.** Rebate amounts are as described on betterhomesbc.ca and are subject to amendment pursuant to section 13.
15. **Timing and payment of rebate(s).** Rebate payments will be issued either in the form of a cheque or electronic funds transfer (EFT) to the Registered Contractor. If a cheque has not been cashed within six months from the date of issue, the cheque will be considered null and void. Administrators are under no obligation to re-issue a cheque or to replace a stale-dated cheque. The Administrators will make reasonable efforts to:
- review applications within 5 business days from the date that all required application documents are received and completed in full, or longer if the application is selected for site verification. Administrators are not responsible or liable for lost, delayed, damaged, illegible, or incomplete applications; and
 - make rebate payments to Registered Contractors within an additional 15 business days from the date that an application is approved following review by the Administrators.
16. **Marketing and promotion.**
- The Registered Contractor may market and promote the Program to its customers in accordance with these Registered Contractor Terms and Conditions, including displaying and circulating the Province's marketing and advertising materials as provided or communicated by the Province from time to time. The Registered Contractor acknowledges and agrees that it is not endorsed by the Administrators and will not suggest so in any of its marketing or promotional materials.
 - The Registered Contractor will:
 - market and promote the Program to its customers and not rely on the services of any third party to interact with potential Program participants to acquire work under the Program where that third party is paid or obtains another financial benefit in association with such services
 - not market and promote the Program as a free upgrade service;
 - not market and promote the Program using door-to-door sales tactics;
 - not attempt to determine Program eligibility for any potential Program participant, except by referring that person to the Program;
 - not attempt to determine what any potential Program participant could obtain as a rebate under the Program, except by referring that person to the Program;
 - not offer cash incentives to any potential Program participant where such incentives could cover some or all of the Participant's portion of the costs associated with the Upgrade(s);
 - not make the provision of Services under the Program contingent on a requirement for a Participant to purchase from the Registered Contractor other goods or services unrelated to the Upgrade; and
 - comply with any directives issued by the Administrators from time to time on what is or is not acceptable in respect of the marketing and promotion of the Program.
- c. On all Registered Contractor materials using the CleanBC mark, the British Columbia mark, and the BC Hydro mark (together, the "**Marks**"), the Registered Contractor agrees that it:
- will only use the CleanBC mark or the British Columbia mark with the pre-approval of the Province, and will only use the BC Hydro mark with the pre-approval of BC Hydro;
 - will only use the Marks in accordance with the Logo Usage Guidelines for Registered Contractors attached as Schedule D;
 - will only use the Marks while in good standing as a Registered Contractor under the Program;
 - will not use the Marks if it is in default of any of these terms and conditions;
 - will not adopt or use any trademark or name that is similar to the Marks or any other trademarks owned, licensed or used by the Province and BC Hydro such that the customer may be confused;
 - will not vary or modify the Marks;
 - will not authorize anyone else to use the Marks;
 - will immediately remove the Marks from any websites, promotional material, email taglines or other forum upon completion or termination of the Program;
 - will destroy any physical copies which include the Marks upon completion or termination of the Program;
 - has no ownership rights in the Marks and that all goodwill associated with the Marks will belong to the Province or BC Hydro, as applicable;
 - will immediately inform the Province and BC Hydro of any infringement, passing off or other unauthorized use of the Marks by a third person; and
 - will have no right to commence legal action affecting the Marks in its own name or on the Province's or BC Hydro's behalf unless the Province or BC Hydro, as applicable, first consents in writing, and such consent is to be at the sole and unfettered discretion of the Province or BC Hydro, as applicable.
- d. A Registered Contractor's approval to use the Marks may be revoked on 90 days' written notice to the Registered Contractor and the Registered Contractor must, within 90 days from the date of the revocation notice, remove the Marks from any websites, promotional material, email taglines or other forum and destroy any physical materials which include the Marks. To the extent the Registered Contractor is unable to comply with this obligation, or if compliance would result in significant hardship, the Registered Contractor will inform the Province and BC Hydro as soon as practicable. After discussion with the Registered Contractor, the Province and BC Hydro may elect to waive or modify the application of this section in writing.
17. **Amendments.** The Province reserves the right to amend or modify the Program, these Registered Contractor Terms and Conditions, and the Program Rebate Requirements, at any time, at its sole discretion, without the approval of the Registered Contractor. Any such amendment will be published on the website betterhomesbc.ca and will be effective upon such publication. It is the responsibility of the Registered Contractor to regularly review these Registered Contractor Terms and Conditions and the Program Rebate Requirements which are published for any changes. Continued engagement in the Program following the posting of such amendments constitutes acceptance and agreement of to be bound by such amended terms.
18. **Termination.**
- The Province may terminate the Program at any time based on funding limitations or for any other reason, without notice.
 - The Contractor may terminate their status as a Registered Contractor by giving the Administrators thirty (30) days' prior written notice.
19. **Non-compliance.**
- If the Administrators determine, in their sole discretion, that a Registered Contractor has failed to comply with these Registered Contractor Terms and

Conditions, the Administrators may:

- i. provide one or more written warnings to the Registered Contractor;
 - ii. elect to decline to issue all or part of a rebate;
 - iii. suspend the Registered Contractor's participation in the Program; and
 - iv. terminate the Registered Contractor's participation in the Program.
- b. The Administrators are not required to provide one or more written warnings to the Registered Contractor before suspending or terminating the Registered Contractor's participation in the Program, or electing to decline to issue all or part of a rebate, though they may elect to do so in their sole discretion.
- c. The Administrators may, in their sole discretion, specify the terms and conditions which a Register Contractor must comply with during their suspension and may specify the corrective action or other conditions required for the Registered Contractor to be reinstated into the Program. If a Registered Contractor fails to comply with the terms and any conditions of its suspension, the Administrators may elect, in their sole discretion, to extend the suspension period of that Registered Contractor or terminate the Registered Contractor's participation in the Program.
- d. During the period of suspension or after termination a Registered Contractor may not market and promote the Program or install any Upgrades under the Program. Subject to the terms of this Agreement, the Administrators may provide a rebate for Upgrade(s) quoted prior to Registered Contractor's termination or suspension.
20. **Indemnity and limitation of liability.**
- a. The Registered Contractor acknowledges and agrees that the Administrators do not bear any liability with respect to the Services.
- b. The Registered Contractor shall indemnify and save harmless the Administrators and their respective directors, officers, agents, contractors or representatives, and employees for and against all liability, damages, claims, demands, expenses and costs for claims, costs for injury or death of any person, damage to or destruction of property, and all economic loss suffered by any person (collectively, "**Losses**") arising from or occurring by reason of the carrying out or failing to carry out the Services or any part thereof or any acts or omissions of the Registered Contractors in connection with the Program or these Registered Contractor Terms and Conditions.
- c. The Registered Contractor irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, any of the Administrators and any of their respective directors, officers, agents, contractors or representatives, and employees for and against all Losses suffered by any person arising from or associated with the Registered Contractor's participation in the Program, these Registered Contractor Terms and Conditions, or the acts or omissions of the Administrators or any Participant or other party acting at the direction or on behalf of the Administrators or a Participant.
- d. This section 20 shall survive the expiry or earlier termination of the Agreement.
21. **Assignment.** The Registered Contractor may not assign its rights or obligations without the prior written consent of the Administrators, which shall not be unreasonably withheld.
22. **Relationship.** Nothing in these Registered Contractor Terms and Conditions shall be deemed or construed to create a joint venture, partnership, employment or agency relationship between the parties for any purpose.
23. **No exclusivity.** These Registered Contractor Terms and Conditions in no way constitutes an exclusive agreement by the Administrators, and the Administrators reserve the right to enter into similar agreements with other contractors.
24. **Governing law.** These Registered Contractor Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties agree to attorn to the jurisdiction of the courts of British Columbia.
25. **Severability.** If any provision of these Registered Contractor Terms and Conditions is determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
26. **Successor and assigns.** These Registered Contractor Terms and Conditions shall endure to the benefit of and be binding on the parties and their respective representatives, successors and permitted assigns.
27. **Information.** Administrators collect, use and disclose personal information in accordance with the following:
- a. **The Province - Freedom of Information and Protection of Privacy Act**, sections 26(c) and (e), 32 and 33. For more information, contact: Senior Energy Efficiency Coordinator - Residential at betterhomesbc@gov.bc.ca or PO Box 9314 Stn Prov Govt, 4th floor, 1810 Blanshard St, Victoria, BC, V8W 9N1.
 - b. **BC Hydro - Freedom of Information and Protection of Privacy Act** and BC Hydro's Privacy Policy (available at bchydro.com/privacy). BC Hydro's collection, use, and disclosure of personal information is authorized by sections 26(c) and (e), 32 and 33 of the *Freedom of Information and Protection of Privacy Act*. CLEARresult is subject to the BC Hydro Privacy Protection Schedule with respect to collection, use and storage of personal information. For more information, contact BC Hydro's Customer Service at 604-224-9376 or 1-800-224-9376 outside of the Lower Mainland.
 - c. **CLEARresult Canada - Freedom of Information and Protection of Privacy Act** by sections 26(c) and (e), 32 and 33. For more information, contact: CLEARresult Privacy Officer at department.it.security@clearesult.com or Suite 1622, 393 University Avenue, Toronto, ON, M5G- 1E6

Schedule A – Business requirements for Registered Contractors

Business requirements. The Registered Contractor must:

- a. be licensed and registered to do business in British Columbia;
- b. be a GST-registrant with the Canada Revenue Agency;
- c. be licensed and in good standing with Technical Safety BC (if installing and/or removing gas appliances or otherwise required);
- d. maintain the necessary licenses and registrations required by the *Safety Standards Act of British Columbia* (the "**Act**"), in order to carry on business as a contractor, as defined by that Act, and all other licenses, registrations, permits and authorities as required by any legislation or any governmental, municipal, regulatory or licensing authority;
- e. maintain WorkSafeBC coverage and third-party disability coverage and is in good standing with WorkSafeBC;
- f. hold a valid municipal business license in each municipality it operates in, or an inter-municipal business license; and
- g. be willing and able to install Upgrade(s) in accordance with all applicable laws and these Registered Contractor Terms and Conditions.

Further, to be accepted as a Registered Contractor:

- a. the contractor must have operated as a business in British Columbia for a continuous period of at least two (2) years, throughout which time the business: (i) actively engaged in providing goods or services substantially similar to those contemplated to be provided under these Registered Contractor Terms and Conditions; and (ii) and has provided those goods or services in a manner consistent with the obligations described in Schedule C.; or
- b. if the contractor has operated as a business in British Columbia for a continuous period of less than two (2) years, then the contractor must employ personnel who have least two (2) years personal experience being actively engaged in providing goods or services substantially similar to those contemplated to be provided under these Registered Contractor Terms and Conditions; and (ii) and have provided those goods or services in a manner consistent with the obligations described in Schedule C.

The Registered Contractor must provide the Administrators with evidence of compliance with all requirements in this Schedule A upon request.

Schedule B – Insurance and workers' compensation requirements for ventilation, health and safety, and electrical contractors

Insurance. The contractor must at its own expense purchase and maintain with insurers licensed in Canada at minimum:

- a. Commercial General Liability insurance in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i. include the Province, CLEARresult Canada Inc., and BC Hydro as additional insured;
 - ii. be endorsed to provide the Administrators with thirty (30) days' prior written notice of cancellation or material change;
 - iii. include a cross liability clause; and
 - iv. not require the sharing of any loss by any insurer of the Administrators.
- b. As applicable, if the contractor's operations pursuant to this Agreement involve any removal of asbestos or asbestos related products, Asbestos Abatement Liability insurance; and if the contractor's operations pursuant to this Agreement may cause the discharge, dispersal, release or escape of significant quantities of irritants, contaminants or pollutants into or upon land, air or water and cause harm if accidentally spilled, Environmental Impairment Liability insurance. Each such policy must provide insurance in an amount not less than \$1,000,000 inclusive per occurrence against bodily injury, personal injury, property damage, and clean-up expenses, and must:
 - i. include the Province, CLEARresult Canada Inc., and BC Hydro as additional insured;
 - ii. be endorsed to provide the Administrators with thirty (30) days' prior written notice of cancellation or material change;
 - iii. include a cross liability clause; and
 - iv. not require the sharing of any loss by any insurer of the Administrators.

The contractor must provide the Administrators evidence of all required insurance prior to the commencement of the Services and thereafter as requested, in a form acceptable to the Administrators.

Workers' compensation. The contractor must comply with workers' compensation or equivalent legislation that is applicable to it, including the payment of assessments and dues thereunder. At any time on request of the Administrators the contractor shall deliver to the Administrators confirmation from the Workers' Compensation Board that:

- a. the contractor is registered and in good standing; and
- b. all persons performing the Services who are not covered by the Workers Compensation Act are covered under personal optional protection coverage available through the Workers' Compensation Board.

Schedule C – Code of Conduct for Registered Contractors

The Registered Contractor must:

- a. conduct itself with fairness, integrity and honesty;

- b. not to engage in any conduct which might bring the Program into disrepute, or which may reflect unfavorably on the Administrators;
- c. treat its employees respectfully and in a manner free of discrimination and harassment, and will provide those employees with a safe and healthy workplace;
- d. not imply that the Registered Contractor is an agent or employee of the Province or BC Hydro;
- e. not represent themselves as "Provincial/Program/BC Hydro contractor," or as a "Program representative" or any like term;
- f. only represent themselves as "independent contractors" that have met the requirements to be listed in the Registered Contractor directory for the Program;
- g. act as an ambassador for energy conservation, energy efficiency and greenhouse gas reduction;
- h. use the Marks and materials supplied by the Province and by BC Hydro to promote the Program and the sale of energy efficient products and services, in accordance with the Logo Usage Guidelines for Registered Contractors established by the Province as found in Schedule D;
- i. handle customer complaints satisfactorily through a managed complaints resolution process within a reasonable time frame;
- j. ensure that the work provided to customers meets the standards of industry best practices and is performed in a safe and approved manner;
- k. commit to customer satisfaction as a fundamental and ongoing principle of its business;
- l. charge customers not more than competitive market rates similar to those charged in the market generally for similar equipment installation and quality work;
- m. provide customers with a suitable warranty program for all equipment and installations, meeting or exceeding the manufacturer's specifications;
- n. make available to its customers all available information respecting rebates or other promotional offers available from the Province or BC Hydro; and
- o. represent the Program Rebate Requirements truthfully and accurately in any verbal, print or electronic communications with customers.

Schedule D – Logo Usage Guidelines for Registered Contractors

Registered Contractors may use the Marks only in accordance with the following guidelines:

- a. Registered Contractors acknowledge that the Marks, as depicted below, are protected by Crown Copyright.



- b. Before the use of the CleanBC mark or the British Columbia mark or the BC Hydro mark (which must be used together) the Registered Contractor must complete and receive approval of an "[Application for Third Party Use](#)" from the

Province.

- c. Registered Contractors must receive written pre-approval from the Province before any use of the CleanBC mark or the British Columbia mark. Completion of the Application for Third Party Use does not constitute pre-approval for all uses from the Province. A request for each proposed use must be sent to betterhomesbc@gov.bc.ca for pre-approval. Registered Contractors must receive written pre-approval from BC Hydro before any use of the BC Hydro mark.
- d. The Marks cannot be used to promote aspects of the Registered Contractor's business that are not relevant to the Program, such as business cards, trade show booth displays, clothing, vehicles, or signage, posters and brochures unrelated to the Program.
- e. The Marks cannot be used on a stand-alone basis on the Registered Contractor's website and the Contractor's business name and/or logo must be displayed equally or more prominently.
- f. The Marks cannot appear under headings such as "Partners," "Qualified," "Certified" or any other term conveying a meaning other than "Registered Contractor."
- g. Registered Contractors shall immediately notify the Province and BC Hydro, as applicable, in writing of any unauthorized use, passing off, or other infringement of any nature in respect to the Licensed Materials upon becoming aware of the same, and provide the Province and BC Hydro with any additional information reasonably requested in respect to the same, as well as cooperate with any attempts by the Province and BC Hydro to prevent such further infringement.

Graphic standards:

- a. Digital artwork files for the Marks, can be found at: [Download Government Marks](https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures/bc-visual-identity/download-marks) (located at: <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures/bc-visual-identity/download-marks>) and [BC Hydro logos](https://www.bchydro.com/siteinfo/standards/brandkit.html) (located at: <https://www.bchydro.com/siteinfo/standards/brandkit.html>)
- b. Registered Contractors must adhere to the [Guidelines for third party use of the "Better Homes" mark](https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures/bc-visual-identity/design-guidelines) (located at: <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures/bc-visual-identity/design-guidelines>) and [BC Hydro design guidelines](https://www.bchydro.com/siteinfo/standards/brandkit.html), (located at: <https://www.bchydro.com/siteinfo/standards/brandkit.html>), including guidelines for colours, protective margins, minimum size, proportions and misuse.
- c. Registered Contractors must only use the colour positive lockup or colour reverse lockup Marks. The CleanBC Better Homes word mark may not be used separately from the British Columbia mark.
- d. All elements of the Marks must be in fixed proportion to each other. The Marks must never be altered, broken apart and used separately, or manually reproduced in any way.

The Marks must not be altered in any way, including cropping, stretching, resizing, changing colours, or adding any other graphic elements.