

CleanBC Better Homes Energy Savings Program Condo and Apartment Rebate Participant Terms and Conditions



In addition to the CleanBC Better Homes Energy Savings Program Condo and Apartment Rebate Eligibility Requirements (“**Rebate Eligibility Requirements**”) set out on betterhomesbc.ca, the following CleanBC Better Homes Energy Savings Program Condo and Apartment Rebate Participant Terms and Conditions will apply (together, the “**Program Rebate Requirements**”). Submitting an application indicates acceptance of all the Program Rebate Requirements and confirms the participant’s intent to be bound by them.

1. **Administrators.** The CleanBC Better Homes Energy Savings Program (the “**Program**”) is administered in whole or in part, by the Province of British Columbia as represented by the Minister of Energy and Climate Solutions (“**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 the terms of the Program Rebate Requirements.
2. **Program overview.** Each person who meets the Program Rebate Requirements and has received a Program eligibility code (“**Participant**”), and who makes eligible upgrades 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 by the CleanBC Better Homes Energy Savings Program Condo and Apartment Rebate Registered Contractor Terms and Conditions (the “**Registered Contractor Terms and Conditions**”). Program rebates will be paid directly to the Registered Contractor and the Registered Contractor will 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. **Product installation.**
 - a. 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 Participant will cause the Registered Contractor 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.
5. **Verification.**
 - a. The Administrators, or any party directed by the Administrators, may request access to the home and the Upgrade(s) to conduct a site verification to determine the Participant’s compliance with the Program Rebate Requirements and the Registered Contractor’s compliance with the Registered Contractor Terms and Conditions, including with respect to the quality of the work performed by the Registered Contractor under the Program. If either: (i) the Registered Contractor does not cooperate with site verification or does not rectify any deficiencies identified through the site verification within the time stipulated by the Administrators; or (ii) the Participant does not allow access to the Upgrade(s) to conduct site verification or to allow the Registered Contractor access to rectify any deficiencies identified 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.
 - b. The Administrators may make inquiries to determine the Participant’s compliance with the Program Rebate Requirements and the Registered Contractor’s compliance with the Registered Contractor Terms and Conditions, including through inquiries to Participants and the Registered Contractor, the inspection and verification of work performed under the Program, and the review of invoices and associated or supporting documents. The Participant will cooperate with such inquiries and provide any documents or information reasonably 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.
6. **Required forms and documentation.**
 - a. The Participant must submit a Program pre-registration form completed in full in order to determine eligibility prior to the installation of an Upgrade(s). Additionally, each Participant must obtain prior written approval for each Upgrade, such approval to be provided by the strata corporation for strata housing, the board of directors for equity co-op housing, the landlord for private rental housing, and both the strata corporation and the landlord for strata rental housing, or such other person approved in writing by the Administrators (each, an “**Approving Authority**”).
 - b. Following the installation of an Upgrade(s), the Registered Contractor must submit a Program rebate application completed in full for all the Program rebates.
7. **Amendments.** The Province reserves the right to amend or modify the Program, the Registered Contractor Terms and Conditions, and the Program Rebate Requirements, at any time, at its sole discretion, without the approval of the Participant. Any such amendment will be published on the website betterhomesbc.ca and will be effective upon such publication. It is the responsibility of the Participant to regularly review the Registered Contractor Terms and Conditions and the Program Rebate Requirements which are published for any changes. Continued engagement under the Program following the posting of such amendments constitutes acceptance and agreement of to be bound by such amended terms.
8. **Termination.** The Province may terminate the Program at any time based on funding limitations or for any other reason, without notice.
9. **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.
10. **Rebate amounts.** Rebate amounts are as described on betterhomesbc.ca and are subject to amendment pursuant to section 9.
11. **Timing and payment of rebate(s).** Administrators will review applications and, upon approval, make payments to Registered Contractors. Rebate payments will be issued either in the form of a cheque or electronic funds transfer (EFT) to the Registered Contractor. The Administrators will make reasonable efforts to:
 - a. 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
 - b. 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.
12. **Acceptance/rejection of applications.** Administrators reserve the right, in their sole discretion, to accept or reject applications for any reason. Applications must be complete and accurate and not include any false or misleading information.
13. **Non-compliance.** If the Administrators determine, in their sole discretion, that a Participant has failed to comply with the Rebate Eligibility Requirements, the Administrators may elect to decline to issue all or part of a rebate.
14. **Binding decisions.** Decisions of Administrators are final and binding and not subject to appeal. Administrators may provide reasons for their decisions but are under no obligation to do so.
15. **Indemnity and limitation of liability.**
 - a. Administrators, not being the designer, manufacturer, provider or installer of the products, equipment, services and/or improvements, make no representations or warranties whatsoever as to the fitness of, the necessity for, the quality of, or the energy efficiency/savings of, any product, improvement or service, or the skill or suitability of any contractor, including any Registered Contractor. The Administrators accept no liability or responsibility for the products, improvements, the services or use of any contractor, including any Registered Contractor as it relates to the Program. The Participant agrees that notwithstanding that the Participant is required to choose a Registered Contractor, the Administrators make no representation or warranty whatsoever, express or implied, as to the quality of any service or skill of the Registered Contractor or their suitability to perform any work associated with the Program. The Administrations accept no responsibility or liability for the services, including, but not limited to, the quality of the work done by the contractor or the Participant’s choice of contractor.
 - b. The Participant shall indemnify and save harmless the Administrators and their respective directors, officers, agents, contractors and employees, from 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 Participant’s participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products, improvements or Upgrade(s).
 - c. The Participant 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 arising from the Participant’s participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products, improvements, or Upgrade(s); or the acts or omissions of any Registered Contractor or other party acting at the direction or on behalf of a Registered Contractor.
 - d. This section 15 shall the expiry or earlier termination of the Program.

16. **Use and disclosure of information.** By submitting an application, the Participant consents and agrees that the Administrators and their contractors and authorized agents may
- a. contact the Participant by phone, mail, email or other method to administer, implement, evaluate and research all elements of the Program, verify information, share information on additional rebate opportunities, and to conduct surveys retrieve account information and utility bill data from FortisBC or BC Hydro for a period of five (5) years after the Participant's participation in the Program to evaluate consumption and energy savings attributable to the Program, and to collect, use and disclose this information and data as contemplated herein, , and the Participant agrees and consents to the release of such information to the Administrators for such use;
 - b. collect and use information (including personal information) contained in the application or acquired during participation in the Program and may disclose that information in whole or in part for the purpose of determining Program eligibility; verifying the Participant's compliance with the Rebate Eligibility Requirements or the Register Contractor's compliance with the Registered Contractor Terms and Conditions; and the administration of the Program generally, including in relation to the participation and conduct of Registered Contractors;

This consent cannot be revoked by a Participant after an application has been submitted in accordance with 7 (a) – (b).

17. **Information.** Administrators collect, use and disclose personal information pursuant to section 16, 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*. CLEAResult 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. **CLEAResult Canada – *Freedom of Information and Protection of Privacy Act***, section 26(c) and (e), 32 and 33. For more information, contact: CLEAResult Privacy Officer at department.it.security@clearesult.com or Suite 1622, 393 University Avenue, Toronto, ON, M5G 1E6.