

CleanBC Better Homes Low-Interest Financing Program Terms and Conditions



In addition to the CleanBC Better Homes Low-Interest Financing Program (the "**Program**") Financing Eligibility Requirements set out on betterhomesbc.ca, the following terms and conditions (together, the "**Financing Program Terms and Conditions**") apply to all Program Applicants (as herein defined):

1. **Administrators.** The Program is administered in whole or in part, by the Province of British Columbia as represented by the Minister of Energy, Mines and Petroleum Resources ("the Province"), Finaceit Canada Inc. ("Finaceit"), FortisBC Energy Inc. and FortisBC Inc. (collectively, "**FortisBC**"), 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**").
2. **Eligibility.** To be eligible for financing under the Program, each Applicant and each upgrade must satisfy the eligibility and other requirements set out in these Financing Program Terms and Conditions, as well as any other eligibility requirements as may be established by the Administrator(s), acting individually or jointly, and communicated to the Applicants. Applicants must also agree to the terms of and execute a loan agreement with Finaceit (a "Loan Agreement").
3. Each eligible applicant, ("**Applicant**") who makes certain energy-efficiency upgrades to their home in accordance with the Financing Program Terms and Conditions ("**Upgrade(s)**") may be eligible to receive financing for the Upgrade under the Program, subject to credit approval.
4. The Financing Program Terms and Conditions are effective as of May 12, 2020. Only Upgrade invoices dated on or after May 12, 2020 are eligible for the Program.
5. **Product Installation.**
 - a. All equipment and products (as listed on the Program webpages) installed as part of an Upgrade must be new, in good working order and not previously installed in another home or building.
 - b. The Applicant is responsible for the safe removal, decommissioning, modification (where applicable), and disposal/recycling of old equipment and products in accordance with all applicable laws, including environmental laws and regulations. Further, the Applicant hereby agrees to the disposal of old equipment and products in accordance with 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.
6. **Site verification.** The Applicant will provide access to or ensure the Administrators or their contractors or authorized agents are granted access to the home and the eligible products/improvements upon written request to conduct a site verification of the home. The purpose of the site verification is to verify compliance, eligibility, disposal of old equipment and installation/operation of eligible equipment and products. Site verification may take place for one year following the receipt of a financing application. Applicants agree to respond and provide access to the home and any requested information within 30 days of receipt of a site verification notice or risk their application for additional applicable rebates being declined and/or rebates and bonuses forfeited. Applicants must retain copies of all supporting documentation required for Program eligibility for at least one year following the Administrators' receipt of the application.
7. **Required forms, documentation and deadlines.** An Applicant must submit a Program application form and any other supporting documents as may be required by the Administrator(s), completed in full, for Program financing and additional applicable rebates. If the Applicant is not the electric and/or gas utility account holder, the Applicant must submit the Utility Account Holder Consent form completed and signed by the account holder.
8. **Program changes.** The Administrators may modify the terms or terminate the Program at any time and for any reason, without notice, penalty or further obligation.
9. **Availability of funding for rebates.** Funding for rebates is limited. Administrators, at their sole discretion, may prioritize applications and determine the financing interest rate or level of additional applicable rebate amounts, if any, Applicant will receive.
10. **Availability of financing and interest rates.** Financing is provided to Applicants on approved credit by Finaceit. Current Program interest rates are published on betterhomesbc.ca and are subject to change without notice. Interest rates applicable to Applicants in respect of specific loans will be disclosed in the Loan Agreement.
11. **Timing and payment of rebate(s).** Rebate payments will be issued either in the form of a cheque, rebate provided via bill, or e-transfer to the Participant. Only customers of BC Hydro are eligible for rebates provided via a bill offset. The rebate will be reflected on the customer's BC Hydro account as an offset of the amount owed by the customer to BC Hydro for electricity provided by BC Hydro. For clarity, such an offset does not constitute a deduction of, variance from, or waiver of, the amounts or charges owed by the customer for electricity provided by BC Hydro under the applicable rate schedule, it is used simply as a mechanism for paying the rebate. FortisBC will only pay rebates by cheque to the Applicant. 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 transfer returned as, or otherwise undeliverable or to replace a stale-dated cheque.
 - a. Processing of applications may take up to 90 days from the date that all required application documents are received, or longer if application is selected for site verification. Administrators are not responsible or liable for lost, delayed, damaged, illegible or incomplete applications.
12. **Acceptance/rejection of applications.** Administrators reserve the right, in their sole discretion, to accept or reject applications for any reason.
13. **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.
14. **No liability.** 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 skill of any contractor. The Administrators accept no liability or responsibility for the products, improvements, the services or use of any contractor as it relates to the Program. The Applicant hereby indemnifies and holds harmless the Administrators, including their affiliates, and any of their respective officers, directors, employees, agents, contractors or representatives from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the Administrators may sustain, incur, suffer or be put to at any time during or after the Applicant's participation in the Program, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Applicant.
15. **Release.** The Applicant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, the Administrators, their affiliates or any of their respective officers, directors, employees, agents, contractors or representatives for any and all loss or damage arising from participation in the Program or the installation and/or use of products, equipment, services or improvements.
16. **Use and disclosure of information.** By submitting an application, the Applicant consents and agrees that the Administrators and their contractors and authorized agents may:
 - a. contact the Applicant by phone, mail, email or other method to administer, implement, evaluate and research all elements of the Program, verify information, and to conduct surveys;
 - b. collect and use information (including personal information) contained in the application or acquired during participation in the Program (including in home assessments and during site verification) and may disclose the information to affiliates and contractors, the other Administrators, any Collaborating Party, and the landlord and/or strata corporation (if applicable), to administer, implement and evaluate the Program, and to develop other energy efficiency programs; and
 - c. retrieve account information and bill data for a period of 5 years prior to, and 5 years after, the Program participation to evaluate consumption and energy savings attributable to the Program, and to collect, use and disclose such information and data pursuant to (b) above.
17. Administrators collect, use and disclose personal information pursuant to section 16(b), in accordance with the following:
 - a. **The Province** - *Freedom of Information and Protection of Privacy Act, section 26(c)*. For more information, contact: a Senior Energy Efficiency Coordinator at betterhomesbc@gov.bc.ca or PO Box 9314 Stn Prov Govt, 4th floor, 1810 Blanshard St, Victoria, BC, V8W 9N1
 - b. **Finaceit** - *Personal Information Protection and Electronic Documents Act* and Finaceit's Privacy Policy (available at <https://www.finaceit.io/privacy-policy/>).
 - c. **FortisBC** - *Personal Information Protection Act* and FortisBC's Privacy Policy (available at fortisbc.com/privacy).
 - d. **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 occur in furtherance of its energy conservation mandate and obligations under the *Clean Energy Act* and the *Utilities Commission Act*. For more information, contact BC Hydro's Customer Service at 604-224-9376 or 1-800-224-9376 outside of the Lower Mainland.