

# CleanBC Better Homes Income Qualified Program

## Participant Terms and Conditions



In addition to the CleanBC Better Homes Income Qualified Program Rebate Eligibility Requirements (“**Rebate Eligibility Requirements**”) set out on [betterhomesbc.ca](http://betterhomesbc.ca), the following CleanBC Better Homes Income Qualified Program 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 Income Qualified Program (the “**Program**”) is administered in whole or in part, by the Province of British Columbia as represented by the Minister of Energy, Mines and Low Carbon Innovation (“**the Province**”) and CLEAResult Canada Inc. (“**CLEAResult Canada**”), 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. Each person who has met the Rebate Eligibility Requirements and received a Program eligibility code (“**Participant**”), 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. Upgrades must be completed by a Registered Contractor, as defined by the CleanBC Better Homes Income Qualified Program Registered Contractor Terms and Conditions (a “**Registered Contractor**”). 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. 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. The Program Rebate Requirements are effective for Upgrade invoices dated on or after February 1, 2022.
5. **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 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.
6. **Site verification.** The Participant will provide or ensure the Administrators or Administrators’ contractors 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 Upgrades. Site verification may take place for one year following the receipt of a rebate application. The Participant agrees 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 being declined and/or rebates forfeited. The Participant must retain copies of all supporting documentation required for rebate eligibility for at least one year following the Administrators’ receipt of the rebate application.
7. **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). If the Participant is a tenant, the Participant must submit the Landlord Consent Form completed and signed by the property owner.
  - 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.
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.** Funding is limited. Administrators, at their sole discretion, may prioritize applications and determine level of rebate amount(s), if any, that the Registered Contractor will receive.
10. **Rebate amounts.** Rebate amounts are as described on [betterhomesbc.ca](http://betterhomesbc.ca).
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.
  - 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.

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 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.
    - a. The Participant hereby indemnifies and saves harmless the Administrators and their affiliates 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 (including from any infectious disease outbreaks), 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).
    - b. 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.
    - c. This section 14 will survive termination of the Program.
  15. **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;
    - b. collect and use information (including personal information) contained in the application or acquired during participation in the Program (including during in-home or virtual assessments and during site verification) and may disclose the information to affiliates and contractors, the other Administrators, any Collaborating Party, Administrators, and the landlord and/or strata corporation (if applicable), to administer, implement and evaluate the Program, to conduct research, to confirm eligibility, to verify compliance, for quality assurance, and to develop other energy efficiency programs;
    - c. collect and use information (including personal information) contained in the application or acquired during participation in the Program and may disclose the information in whole or in part to BC Hydro and Power Authority (“**BC Hydro**”) and FortisBC Energy Inc. and FortisBC Inc. (collectively, “**FortisBC**”) to assess participation in other energy conservation programs administered by the Province, BC Hydro, or FortisBC for the purpose of determining Program eligibility, verifying compliance with energy efficiency and electrification program requirements and terms, or promoting other energy conservation offers that the Participant may qualify for, and Program evaluation;
    - d. 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 pursuant to 15 (a) – (c) above, and the Participant agrees and consents to the release of such information to the Administrators for such use; and
    - e. specifically with respect to EnerGuide home evaluation programs, the disclosure of their personal information to Natural Resources Canada (“**NRCan**”), the Administrators and any Collaborating Party for the purposes of administering the Program, evaluating effectiveness, undertaking analysis, research, and designing new energy-efficiency programs. The Participant hereby authorizes the Administrators and Collaborating Parties to collect this information indirectly through NRCan and/or NRCan certified energy advisor, knowing that all parties must, at a minimum, safeguard the Participant’s information according to information protection standards under applicable federal and provincial privacy legislation.
- This consent cannot be revoked by a Participant after an application has been submitted in accordance with 7 (a) – (b).

16. Administrators collect, use and disclose personal information pursuant to section 15(b)-(e), in accordance with the following:
  - a. **The Province** - *Freedom of Information and Protection of Privacy Act*, section 26(c). For more information, contact: Senior Energy Efficiency Coordinator - Residential at [betterhomesbc@gov.bc.ca](mailto:betterhomesbc@gov.bc.ca) or PO Box 9314 Stn Prov Govt, 4th floor, 1810 Blanshard St, Victoria, BC, V8W 9N1.
  - b. **CLEAResult Canada** – *Freedom of Information and Protection of Privacy Act*, section 26(c). For more information, contact: CLEAResult Privacy Officer at [department.it.security@clearresult.com](mailto:department.it.security@clearresult.com) or Suite 1622, 393 University Avenue, Toronto, ON, M5G 1E6.