

CleanBC Better Homes New Construction Program

Terms and Conditions

In addition to the applicable CleanBC Better Homes New Construction Program (the “**Program**”) Rebate Eligibility Requirements set out on betterhomesbc.ca, the following terms and conditions will apply (together, the “**Program Rebate Requirements**”):

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 Low Carbon Innovation (“**the Province**”) 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. Each eligible applicant (“**Applicant**”) who constructs a high-performance residential home in accordance with the Program Rebate Requirements is eligible to receive a corresponding rebate(s) under the Program. An Applicant may be a licensed residential builder, an owner builder authorized by BC Housing, or a builder authorized in writing by an Indigenous community in British Columbia in one of the following categories: (i) a First Nation “band” as defined by the *Indian Act (Canada)*; (ii) a Treaty First Nation government; or (iii) Nisga’a Government (each, a “**Builder**”), or a registered energy advisor working with a Service Organization licensed by Natural Resources Canada (“**NRCan**”) who has completed additional rebate program training and is submitting an application on behalf of a Builder (“**Program Qualified Energy Advisor**” or “**Energy Advisor**”).
3. **Applicable Program Rebate Eligibility Requirements.** There are two versions of the Program Rebate Eligibility Requirements. The version applicable to each Applicant (together with these terms and conditions) is based on the date the building permit is issued. For building permits issued:
 - a. during the period from on or after September 1, 2021 up to and including March 31, 2022, Rebate Eligibility Requirements, Version 1 will apply; and
 - b. from on or after April 1, 2022, Rebate Eligibility Requirements, Version 2 will apply.
4. **Eligibility.** To be eligible for a rebate(s) under the Program, each Applicant must satisfy the eligibility and other requirements set out in the Program Rebate Requirements, including that:
 - a. for applications made pursuant to Rebate Eligibility Requirements, Version 1:
 - (i) building permits must be issued during the period from on or after September 1, 2021 up to and including March 31, 2022; and
 - (ii) heat pump installation invoices and/or As-Built B.C. Energy Compliance Reports must be dated after the date of the building permit referenced in section 4a.(i) (if rebate(s) for the same are sought under the Program).
 - b. for applications made pursuant to Rebate Eligibility Requirements, Version 2:
 - (i) building permits must be issued on or after April 1, 2022; and
 - (ii) heat pump installation invoices and/or As-Built B.C. Energy Compliance Reports must be dated after the date of the building permit referenced in section 4b.(i) (if rebate(s) for the same are sought under the Program).
5. **Product installation and compliance.**
 - a. All equipment, products and improvements (as listed on the Program webpages) (“**Improvements**”) installed as part of the Program must be new, in good working order and not previously installed in another home or building.
 - b. The Applicant is responsible for meeting all Program requirements and ensuring Improvements are installed and operated in accordance with all applicable laws, orders, ordinances, standards, codes and other rules, licenses and permits of all applicable lawful authorities, and in accordance with manufacturer’s specifications and requirements of Technical Safety BC.
6. **Site verification.** The Applicant will provide or ensure the Administrators or Administrators’ contractors are granted access to the home or building, either in-person or virtually, and the Improvements upon written request from the Administrators to conduct a site verification. The purpose of the site verification is to verify compliance, eligibility, and installation/operation of Improvements. Site verification may take place at any time for up to one year following the receipt of a rebate application. The Administrators or Administrators’ contractors may take pictures of the home or building and/or installed Improvements. The Applicant agrees to respond to such written requests and provide access to the home and any additional requested information within 30 days of receipt of a site verification notice or risk their application being declined and/or rebates and bonuses forfeited. The Applicant must retain copies of all supporting documentation required for rebate eligibility for at least one year following the submission of their application.
7. **Required forms, documentation and deadlines.** The Applicant must submit a Program pre-registration form and post-construction application and supporting documentation set out in the Program Rebate Requirements completed in full for the Program. If the Applicant is an Energy Advisor and not the Builder, the Applicant must submit an Energy Advisor appointment consent form, completed and signed by the Builder.
 - a. Following submission of the pre-registration form, the Applicant must receive pre-approval in writing from the Administrators to participate in the Program. The new home must be constructed within 12 months of receiving pre-approval.
 - b. The post-construction application must be submitted within 6 months of the date of the heat pump installation invoice or As-Built B.C. Energy Compliance Report (as applicable) and no later than December 31, 2023.
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 Applicant will receive.
10. **Rebate amounts.** Rebate amounts are as described on betterhomesbc.ca.
11. **Timing and payment of rebate(s).** Rebate payments will be issued either in the form of a cheque or an e-transfer 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, or otherwise undeliverable or to replace a stale-dated cheque. Processing of pre-registration forms may take up to 30 days from the date that all required pre-registration documents are received. Administrators are not responsible or liable for lost, delayed, damaged, illegible or incomplete pre-registration forms.
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 builder/developer, designer, manufacturer, provider or installer of the Improvements, services or building design and construction methods and/or practices, make no representations or warranties whatsoever as to the fitness of, the necessity for, the quality of, or the energy efficiency/savings of, any Improvement, service or building design or construction methods and/or practices, or skill of any contractor or energy advisor, including, but not limited to, the Builder or the Energy Advisor. The Administrators accept no liability or responsibility for the Improvements, services, building design and construction methods and/or practices, or use of any contractor or

energy advisor, including, but not limited to, the Builder and/or the Energy Advisor, as it relates to the Program.

- a. The Applicant hereby indemnifies and saves harmless the Administrators and their affiliates and their respective directors, officers, agents, contractors, employees and representatives, from all liability, damages, claims, demands, actions, causes of action, 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 Applicant's participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended Improvements, services or building design and construction methods and/or practices.
- b. The Applicant 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 Applicant's participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended Improvements or building design and construction methods and/or practices.
- c. This section 14 will survive termination of the Program.

15. **Collection, 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, 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. retrieve account information and utility bill data for a period of five (5) years after the Applicant'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 (b), (d), and (e). Such information shall only be retrieved if the occupant of the home is the Builder or if an independent homeowner provides voluntary, written consent to the Administrators to retrieve the information and use it in accordance with this section. Should the occupant be an independent homeowner, the Builder will communicate to the homeowner that the home they are purchasing was part of this Program and that the Administrators may contact the homeowner to obtain their consent.

- d. use the collected information on an anonymized basis to create and publish case studies and promotional materials for the Program or related energy efficiency programs; and
- e. specifically with respect to the EnerGuide home evaluation program, the disclosure of their personal information to 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 Applicant hereby authorizes the Administrators and Collaborating Parties to collect this information indirectly through NRCAN and/or the Energy Advisor, knowing that all parties must, at a minimum, safeguard the Applicant's information according to information protection standards under applicable federal and provincial privacy legislation.

This consent may be revoked by the Applicant by contacting the Administrators.

16. Administrators collect, use and disclose personal information pursuant to section 15(b)-(e), in accordance with the following:

- a. **BC Hydro** - *Freedom of Information and Protection of Privacy Act*, section 26(c)/26(e). 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.
- b. **The Province** - *Freedom of Information and Protection of Privacy Act*, section 26(c)/26(e). 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.