



Australian Government

Green Loans

# Green Loans

What could you be saving?

## HOUSEHOLDER DECLARATION

**Note:** Terms used in this document are defined in the Glossary. The Glossary, Program Guidelines and Householder Terms and Conditions are available on the Department's website or from your Assessor.

Assessment Reference Number .....

### Eligibility checklist

1. I am an Australian citizen or permanent resident of Australia.
2. I am aged 18 or over.
3. I have a taxable income no greater than \$250,000 per annum.
4. I am either an owner of the Home or a trustee of the Home (as shown on the current title) or listed on the current lease of the Home.
5. My Home meets the following criteria:
  - a) The Home is not a government owned dwelling;
  - b) The Home is not owned by a corporate organisation or company, other than an Australian Registered Charity.
6. If the Home is owned by an Australian Registered Charity, I have full legal authority to apply for the Program on behalf of the Australian Registered Charity.

### Declaration to the Department

1. I declare that I meet all eligibility criteria set out in the eligibility checklist.
2. I declare that I have read and understood the Householder Terms and Conditions.
3. I agree to the Householder Terms and Conditions and acknowledge that they form a binding agreement between me and the Department.
4. I declare that the information provided in this Householder Declaration is true and correct.
5. I acknowledge that giving false or misleading information is a serious offence.

### Signed by

Name of Householder .....

Signature .....

Date .....

Telephone number .....

**Privacy Notice:** As a Commonwealth agency, the Department of the Environment, Water, Heritage and the Arts is bound by the Privacy Act 1988 (Cth). Personal information collected under the Program will be used for the purposes of the Program (such as producing the Assessment Report and administering the Green Loans component of the Program) and research. This process may include the exchange of information with other government departments or agencies for compliance purposes, and/or reporting publicly on the performance of the Program. Information may be exchanged between the Department and Assessors, and between the Department and Financial Institutions. Information may be provided to organisations for research purposes. Individuals have rights to access and correct personal information held about them by the Department. The Assessment may not proceed if the required information is not provided.

# Green Loans What could you be saving? TERMS & CONDITIONS

**Notes:** Terms used in this document are defined in the Glossary. The Householder Declaration, Glossary and Program Guidelines are available on the Department's website or from your Assessor.

These Householder Terms and Conditions are those referred to in the Householder Declaration. Once a Householder completes and signs the Householder Declaration, these Householder Terms and Conditions and the Householder Declaration form a binding agreement between the Department and the Householder in relation to the Householder's participation in the Program.

## 1. Eligibility

- (a) You acknowledge that the Department will decide whether you are eligible for the Program.
- (b) You agree to provide the Department with reasonable information to establish your eligibility if requested by the Department.

## 2. Assessment

- (a) You agree to allow an Assessor access to the Home to undertake the Assessment. If you are not the occupier of the Home, you warrant that you have obtained the consent of the occupier for the Assessor to access the Home to undertake the Assessment.
- (b) You agree to provide the Assessor with the information he or she requires to undertake the Assessment. You warrant that you have obtained the consent of the other people (if any) in your household to providing information about them to the Assessor and the Department.
- (c) You acknowledge that the Assessment cannot proceed if the required access, information and consents are not provided.
- (d) You agree to provide, and consent to organisations who supply your household with water and energy providing, the Department with information about your household's water and energy usage during the period from 12 months before your Assessment to 24 months after your Assessment (and you warrant that you have obtained the consent of the other people (if any) in your household to the provision of this information to the Department).
- (e) You consent to the Department using information provided by you, the Assessor or organisations who supply your household with water and energy, for the purposes of the Program and research, including by allowing third parties to use the information for these purposes (and you warrant that you have obtained the consent of the other people (if any) in your household to this use of the information).

## 3. Assessment Report

- (a) After your Assessment is completed, the Department will provide you with an Assessment Report within approximately 10 Business Days.

## 4. Green Loans

- (a) You are solely responsible for determining whether or not to enter into any loan connected with your Assessment, including:
  - (i) choosing a Financial Institution;
  - (ii) agreeing to the terms of the loan and the period for repayment of the loan; and determining the amount of the loan.
- (b) You must only enter into one Green Loan per Assessment Report issued to you by the Department.
- (c) You must not enter into a Green Loan if the Department has notified you that you are not eligible or that you have breached these Householder Terms and Conditions.
- (d) If you enter into a Green Loan, you must:
  - (i) complete the Green Loan Declaration truthfully and accurately;
  - (ii) only spend the Green Loan on products or actions recommended by your Assessment Report; and
  - (iii) provide the Department with reasonable evidence that the Green Loan has been spent only on products or actions recommended by your Assessment Report, if requested by the Department (this may include allowing an authorised inspector access to the Home to inspect the products or outcomes of actions).

## 5. Actions

### You agree that:

- (a) if you are not the owner or the sole owner of the Home, you will obtain the consent of all the owners to any actions taken in respect of, or alterations made to, the Home arising from or in connection with your Assessment;
- (b) if you are a tenant, you will comply with your tenancy agreement in relation to any actions taken in respect of, or alterations made to, the Home arising from or in connection with your Assessment;
- (c) if you are a lessor, you will comply with the lease in relation to any actions taken in respect of, or alterations made to, the Home arising from or in connection with your Assessment; and

- (d) you will obtain all permits and approvals required by any Law or any regulatory authority in relation to any actions taken in respect of, or alterations made to, the Home arising from or in connection with your Assessment.

## 6. Your responsibility

- (a) To the maximum extent permitted by Law, you release the Department from any Losses directly or indirectly arising from or incurred in connection with any act or omission of an Assessor (whether or not in connection with the Program) or any aspect of the Program (including for personal injury or property damage incurred in connection with your Assessment or at the Home, any installation or use of any products recommended in your Assessment Report and any actions undertaken as a result of your Assessment or any loan), except to the extent that any negligent act or omission by the Department, its officers or employees contributed to the Losses.
- (b) You indemnify the Department against any Losses arising from or in relation to your participation in the Program (including from or in relation to personal injury or property damage incurred by a third party in connection with your Assessment or at the Home), except to the extent that any negligent act or omission by the Department, its officers or employees contributed to the Losses.
- (c) You acknowledge that Assessors are not employees, agents or partners of the Department.
- (d) You acknowledge that the Department is not responsible for any arrangement between owners, or between a tenant and a landlord, with regard to the Assessment or any actions taken in respect of, or alterations made to, the Home arising from or in connection with the Assessment.

## 7. Audit

- (a) You agree to provide the Department with reasonable information in relation to your participation in the Program if requested by the Department.

## 8. Payment to Department

- (a) Without limiting any other right or remedy of the Department, if you have entered into a Green Loan and the Department is satisfied that:
  - (i) you are not eligible for a Green Loan; or
  - (ii) you have breached clause 4,the Department is entitled to recover from you the amount of any subsidy paid by the Department to a Financial Institution in respect of your Green Loan.
- (b) If the Department gives you a notice requiring you to pay the Department an amount which the Department is entitled to recover under clause 8(a), you must pay the amount specified in the notice in full within 30 days of the date of the notice.

## 9. Miscellaneous

- (a) **GST**  
If a payment under clause 8 is consideration for a taxable supply, you will also pay to the Department an amount equal to the GST payable.
- (b) **Variation**  
This agreement may only be varied in writing executed by the parties to this agreement.
- (c) **No merger**  
The rights and obligations of the parties under this agreement do not merge on completion of any transaction contemplated by this agreement.
- (d) **Severability**  
A term or part of a term of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining terms or parts of the terms of this agreement continue in force.
- (e) **Waiver**  
Waiver of any provision of or right under this agreement by the Department must be in writing signed by the Department and is effective only to the extent set out in any written waiver.
- (f) **Governing law and jurisdiction**  
This agreement is governed by the Law of the Australian Capital Territory and each party to this agreement irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.
- (g) **Rules for interpreting these Householder Terms and Conditions**  
In these Householder Terms and Conditions, except where the contrary intention is expressed:
  - (i) the singular includes the plural and vice versa, and a gender includes other genders;
  - (ii) another grammatical form of a defined word or expression has a corresponding meaning; and
  - (iii) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.