

NEW WARMER HOMES SCHEME

Ratepayer Application Form



By completing this application form and attached agreement, you are applying to the South Taranaki District Council (STDC) to contract a supplier to provide insulation to your property as part of the STDC Heat Smart Solution programme. To be eligible, you must be the ratepayer of the property in South Taranaki, your rates payments must be up to date, your property must be a qualifying home and you must use a recognised service provider.

(Office Use Only)

Insulation service you are applying for (RATEPAYER TO COMPLETE)

| | | | |
|---|-----------|---|----|
| Ratepayer's name (all legal property owner/s) Company or Trust?* | | | |
| Physical address of property | Postcode: | | |
| Postal address of property (if different from above) | Postcode: | | |
| Daytime phone number | | Email | |
| Property rate account number | | Valuation number | |
| Name of recognised service provider | | Quotation number (quote must be attached to this form) | |
| Amount South Taranaki District Council will contribute (incl GST)** | | | \$ |
| Cost of Insulation (incl GST) | \$ | Amount to be funded by applicant (incl GST)*** | \$ |

* If your property is owned by a registered company or Trust, please provide proof of authorised legal signatures and ensure they are all on this application.

** The maximum services amount that STDC will contract with a recognised service provider to provide in relation to any property is \$3,900 (including GST). South Taranaki will only cover costs directly attributable to the insulation of the agreed products, as set out in clause 4 of the attached agreement; STDC will recover the services amount and associated costs over time through a targeted rate on the property.

*** Any amounts agreed between the ratepayer and the recognised service provider above the agreed STDC assistance.

SIGNED by all legal ratepayer(s):

| | | | |
|-----------|--|-----------|--|
| Signature | | Signature | |
| Signature | | Signature | |

Date: _____ / _____ / _____

Heat Smart Installation Agreement



Between

All legal ratepayers (please print name clearly)

AND

The South Taranaki District Council, named in Schedule 2 to the Local Government Act 2002, which trades under the name of STDC.

Please read and sign this agreement

All legal ratepayers must write their name and signature above and on the opposite page.

The “New Warmer Home Scheme” programme is run by STDC, helps South Taranaki’s ratepayers to install insulation in their homes. The programme is supported by the Energy Efficiency and Conservation Authority (EECA).

You have applied for STDC to contract with a supplier to provide insulation to your property. By countersigning this agreement STDC has approved your application and created a binding agreement with you.

Your application has specified a particular insulation to be installed, and STDC will contract recognised service providers to install a part of that insulation. You will need to contract directly with the recognised service provider in the usual way for the remainder of the insulation.

STDC will pay for the part of the insulation that it contracts for directly with the recognised service provider and will recover its costs through a targeted rate on the properties that use this service. All STDC rates include GST.

The ratepayer and STDC agree as follows:

1. STDC to provide insulation services

- 1.1 STDC accepts the ratepayer's application, and will contract the recognised service provider to install the approved part of the insulation service at the property
- 1.2 Once STDC has notified the ratepayer that their application has been approved, STDC will instruct the recognised service provider to liaise directly with the ratepayer in relation to the practical details of installing the insulation. The recognised service provider should confirm contract and payment terms with the ratepayer for any amounts above STDC's approved contract price
- 1.3 Once the recognised service provider has installed insulation, it will invoice STDC for the work undertaken for STDC and seek payment from the ratepayer for any additional amounts
- 1.4 The ratepayer must notify STDC if the work has not been completed to a satisfactory standard within 7 days of the service provider finishing the job
- 1.5 Where the ratepayer's property has been randomly selected for an installation audit, the ratepayer will allow access to the property for the purposes of the audit, and wherever possible will assist the auditor to complete this task in a timely manner.

2. Liability for defective work

- 2.1 Subject to clause 2.4 the ratepayer agrees that:
 - 2.1.1 STDC has no liability to the ratepayer whatsoever, whether in contract, tort, breach of statutory duty or otherwise, arising out of or in connection with the provision of the insulation to the property, and
 - 2.1.2 The ratepayer is not entitled to any compensation from STDC in respect of defects or damage to, or arising as a consequence of the provision of the insulation, to the property
- 2.2 Clause 2.1 does not affect any liability the recognised service provider may have to the ratepayer in contract, tort or otherwise, and may not be relied on by the recognised service provider as limiting the recognised service provider's liability in any way
- 2.3 The ratepayer acknowledges that this agreement does not limit or restrict any of the rights, powers, remedies and immunities from liability which STDC now or in the future possesses, or is entitled to by virtue of any statute or at common law
- 2.4 To the extent that the parties are not, by law, able to limit or exclude liability or obligations, Clause 2.1 will not limit or exclude that liability or those obligations.

3. Payment of the approved service provider

- 3.1 STDC will, as part of its contract with the recognised service provider, agree to pay the recognised service provider the contract price for installing the approved part of the insulation

- 3.2 The ratepayer agrees to pay any amounts owing to the recognised service provider in relation to the installation of the insulation at the property above the contract price agreed by STDC in accordance with the ratepayer's separate arrangements with the recognised service provider
- 3.3 The contract price is the lessor of:
 - 3.3.1 The amount of the insulation, with an absolute maximum of \$3,900 (including GST) per property
 - 3.3.2 The amount requested by the ratepayer in this application
- 3.4 STDC will not cover costs not directly associated with the installation, such as debris clearing

4. STDC to assess targeted rate on the property

- 4.1 The ratepayer acknowledges that STDC will assess a targeted rate (plus GST) on the property each year, for an expected period of nine years, to pay for the insulation services. That targeted rate will be used to recover all of STDC's costs in relation to the services. The rate is based on the amount funded plus a margin, which is set once per year. Rates payments will be applied to reduce the balance due based on rates instalment dates.
- 4.2 STDC intends to include the targeted rate on the Land Information Memorandum (LIM) for the property, but is not required to do so
- 4.3 If the ratepayer sells the property in the period after this agreement has been entered into and while a targeted rate will be, or is being assessed against the property, the ratepayer must: (1) notify STDC in writing of the sale; and (2) tell the prospective purchaser about the targeted rate by including a provision in the Sale and Purchase Agreement recording the disclosure
- 4.4 If the ratepayer fails to comply with the obligations in clause 4.3 the ratepayer will be personally liable for the outstanding amount despite having sold the property and STDC may demand the ratepayer must, within 21 days, pay all amounts that are unpaid or are still to be assessed in respect of the targeted rate (by any means available to STDC)
- 4.5 If the ratepayer fails to pay the rates invoice for the property by the due date, the provisions of the Local Government (Rating) Act 2002 apply, and the ratepayer will incur late payment penalties in accordance with STDC's rates policy

5. Information issues

- 5.1 Any information which the ratepayer supplies to STDC for the purposes of this agreement may be disclosed to EECA
- 5.2 In accordance with the Privacy Act 1993, the ratepayer is entitled to have access to their personal information held by STDC in connection with this agreement and to request correction of that information

MUST BE SIGNED by all legal property owner/s listed on the property's rates assessment and invoice

If a trust or company, then all authorized signatories MUST sign. STDC is required to hold records of all legal signatories who are responsible for paying rates on this property. If you can't provide all legal ratepayer signatories, please attach an explanation.

| | | | |
|------|--|-----------|--|
| Name | | Signature | |
| Name | | Signature | |
| Name | | Signature | |
| Name | | Signature | |

DATE ____/____/____

SIGNED for and on behalf of the South Taranaki District Council

Name _____

Signature _____

Position _____

Date: ____/____/____

Definition used in this agreement

Guide to definitions in this agreement

Application

The application form submitted by the ratepayer with the signed copy of this agreement.

Approved part

Part of the insulation installed by the recognised service provider for the contract price

Recognised service provider

The company providing insulation that has been approved by STDC and is specified in this application

Contract price

An amount calculated under Clause 3.3, which is the amount that STDC has or will contract with the recognised service provider to pay to it for installing the approved part of insulation

EECA

The Energy Efficiency and Conservation Authority.

Insulation

Ceiling and floor insulation, ground damp lining, draft stopping, and hot water pipe and cylinder wrapping as specified by EECA.

Overall installation price

In relation to the installation of the insulation, the amount which the recognised service provider is entitled to charge for that installation under the terms of their quote (which, to avoid doubt, will not be fixed as the quoted amount if the quoted amount was expressly provided as an estimate only and the quote specified how the actual amount would be calculated).

Property

The property where the insulation is to be installed, as specified in this application.

Quote

In relation to the installation of the insulation, the quote provided by the approved service provider to the ratepayer for carrying out the installation, and which was provided by the ratepayer to STDC with the application.

Ratepayer

The people named as the ratepayers in the rating information database and the district valuation roll for the property.

Targeted rate

The rate which STDC will set and assess against the property to recover costs relating to the insulation services.

For more information, contact the South Taranaki District Council: 0800 111 323, www.southtaranaki.com

How can I calculate my repayment?

The following table can help you to calculate your repayments*

| South Taranaki District Council assistance | \$3,900 | \$2,600 | \$2,000 | \$1,000 |
|---|---------|---------|---------|---------|
| Approximate cost per annum (including GST at 15%) | \$619 | \$476 | \$318 | \$159 |
| Approximate cost per week | \$12 | \$9 | \$6 | \$3 |
| Nine-year total | \$5,574 | \$4,288 | \$2,859 | \$1,429 |

* Based on 7% interest, which is set once a year and subject to change.

* Any amount owing after STDC assistance is your responsibility.