

Rotorua Hot Swap



Installation Service Agreement – Solid Fuel Burners & Insulation

BETWEEN:	«Name» The Ratepayer
AND	The Bay of Plenty Regional Council, a regional council named in Schedule 2 to the Local Government Act 2002 (The Council)

1. Introduction

- 1.1 The Bay of Plenty Regional Council's "Rotorua Hot Swap" programme assists the Rotorua region's ratepayers to install clean heating and insulation into their homes. The Council has developed the Rotorua Hot Swap Programme as a means of increasing the number of Rotorua homes efficiently heated, resulting in improved air quality.
- 1.2 The Ratepayer intends to have a <<clean heating device>> <<insulation>> installed at the Property. The Ratepayer has applied to the Council to have the Council contract with an Approved Service Provider to provide a Hot Swap Solution.
- 1.3 The Application specified a particular Hot Swap Solution, and Council will contract an Approved Service Provider to install the Hot Swap Solution. The Council Contracted Price for the Hot Swap Solution will be \$«Contract_Price» (incl. GST). Council will recover this Council Contracted Price by means of a targeted rate on the Ratepayer's Property (as outlined in Clause 2 of this agreement).
- 1.4 By signing this Agreement, the Ratepayer is authorising the Council to contract the Approved Service Provider to provide the Hot Swap Solution to the Property to the value of the Council Contracted Price. When the Council has also signed this Agreement, there will be a binding agreement between the Ratepayer and the Council on the terms and conditions outlined in this document (also refer to reverse side of this document).

2. Ratepayer Acknowledgment

- 2.1 The Ratepayer understands and accepts that the Ratepayer's Property will be assessed with a Targeted Rate for the recovery of the Hot Swap Solution of \$«Contract_Price» (incl. GST) at <.....RATE> interest, over a 10-year term, per the following schedule:
 - Nine instalments at \$«First_9_years» per annum with a final instalment of \$«Last_year».
 The targeted rate will be assessed July 2019.
- 2.2 If the Ratepayer sells the Property during the period after this agreement has been entered into and while the Targeted Rate is still being assessed against the Property, any balance owing must be repaid in full on the sale of the property. It is the Ratepayer's responsibility to promptly advise the following of this Agreement:
 - The Real Estate Agent selling the property on the ratepayer's behalf
 - The Purchaser
 - The Solicitor completing the conveyancing on the ratepayer/vendor's behalf
 - The Bay of Plenty Regional Council
 It is also the ratepayer's responsibility to instruct the solicitor acting on behalf of ratepayer/vendor to pay the Council the full Hot Swap balance outstanding on settlement.
- 2.3 The Ratepayer understands that the Hot Swap Programme is for financial assistance only. Neither the Council nor its employees will be liable for any direct or indirect act(s) or omission(s) by any Approved Service Provider involved in the Hot Swap Programme, nor for any representations, statements or warranties given by any Approved Service Provider to any person or entity. In addition the Council and its employees will not be liable for any direct or indirect damage occurring at the time of installation or as a result of installation including damage or injury arising from a structurally unsound chimney. Participants are advised to consider old brick chimneys (particularly those constructed with lime cement mortar) may be structurally suspect. If in doubt, a professional structural engineer should be consulted by the Ratepayer for advice about any remedial work at the Ratepayer's expense. The Council gives no representation or warranty as to the effectiveness of any items installed or in respect of any work completed by the Approved Service Provider.

<p>SIGNED by the Ratepayer</p> <hr/> SIGNATURE <hr/> Name <hr/> SIGNATURE <hr/> Name <hr/> Date _____	<p>SIGNED for and behalf of BAY OF PLENTY REGIONAL COUNCIL</p> <hr/> SIGNATURE <hr/> Name ANDY DIXON Position ACCOUNTING TEAM LEADER Date 12 February 2019
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3. **The Ratepayer and Council agree as follows:**
- 3.1 In accordance with the Council's policy for rate payments in anticipation of rates for subsequent financial years, the Ratepayer may pay all or part of the Targeted Rate for any financial year before it becomes due for payment.
- 3.2 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 penalties in the usual way in accordance with the Council's policy.
- 3.3 If the Ratepayer breaches any of their obligations under this agreement then the party in default shall pay the Council the balance of the Council Contracted Price at the time of default, with payment being made to the Council by the 20th day of the month following the month which an invoice is delivered to the defaulting party.
4. **Council to provide a Hot Swap Solution Installation**
- 4.1 Subject to any amendments marked by the Council on the Application, Council accepts the Ratepayer's Application. Once the Council has been provided with a signed original copy of this agreement, it will instruct the Approved Service Provider to provide the Hot Swap Solution at the Property. This Agreement is conditional on the Approved Service Provider's written acceptance of the Council's engagement in respect of the delivery of the Hot Swap Solution to the Property.
- 4.2 Council will instruct the Approved Service Provider to liaise directly with the Ratepayer in relation to the practical details of providing the Hot Swap Solution.
- 4.3 The Approved Service Provider should confirm payment terms for any amount above the Council Contracted Price specified in Clause 1.3 separate to this contract.
- 4.4 The Ratepayer agrees to the permanent disablement or removal of any Non-Compliant Heating Device marked in the Application for replacement. Any additional works costs (work that falls outside a 'standard' installation) must be borne by the Ratepayer. Payment arrangements for additional works must be made between the Service Provider and the Ratepayer.
- 4.5 Where an enclosed burner is removed as part of the Hot Swap Solution, the Ratepayer consents to the removal of this burner and consents to the burner and flue becoming the property of the Council.
- 4.6 Where enclosed burners are removed and holes in the ceiling and roof are not reused with a replacement heater then the holes will be covered to be made weather and draft proof. The Ratepayer is responsible for undertaking any additional work if they want special or different materials used.
- 4.7 The Ratepayers, or their tenants, will not re-open, or allow to be opened, any sealed fire or burner.
5. **Liability for defective work**
- 5.1 The Ratepayer agrees that:
- 5.1.1 Council 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 Hot Swap Solution to the property, and
- 5.1.2 The Ratepayer is not entitled to any compensation from Council in respect to defects or damage to, or arising as a consequence of the provision of the Hot Swap Solution, to the Property, unless that liability or entitlement to compensation arises under the Consumer Guarantees Act 1993 or is any other liability or entitlement which Council is not permitted, by law, to contract out of.
- 5.2 Clause 5.1 is not intended to affect any liability the Approved Service Provider may have to the Ratepayer in contract, tort or otherwise, and is not intended to be able to be relied on by the Approved Service Provider as limiting the Approved Service Provider's liability in any way.
- 5.3 The Ratepayer acknowledges that this agreement does not limit or restrict any of the rights, powers, remedies and immunities from liability which Council now or in the future possesses, or is entitled to by virtue of any statute or at common law.
6. **Payment of the Approved Service Provider**
- 6.1 Council will, as part of its contract with the Approved Service Provider, agree to pay the Approved Service Provider the Approved Part (Council Contracted Price) for providing the Hot Swap Solution.
- 6.2 The Ratepayer agrees to pay any contracted amounts owing to the Approved Service Provider in relation to the Hot Swap Solution at the Property which are in addition to the Council Contracted Price.
7. **Information Issues**
- 7.1 In accordance with the Privacy Act 1993, the Ratepayer is entitled to have access to their personal information held by Council in connection with this agreement and to request correction of that information.
8. **Guide to definitions in this agreement**

HOT SWAP SOLUTION:	The clean heating device and installation OR the insulation and installation requested by the Ratepayer and detailed in the Application to be installed by the Approved Service Provider.
PROPERTY:	The Property where the Hot Swap Solution is to be installed, as specified in the Application.
APPROVED SERVICE PROVIDER:	The service provider approved by Council and specified as the service provider to provide the Hot Swap Solution.
TARGETED RATE:	The rate which Council will set and assess against the Property to recover costs relating to the Hot Swap Solution.
CLEAN HEATING:	Externally flued EnergyStar [®] gas heaters and EnergyStar [®] heat pumps, as specified by EECA's approved appliance lists. Infrared heaters. Low-emission/ultra-low emission wood burners and pellet fires with ≤5g/kg emission rate, as specified on the Ministry for the Environment's approved appliance lists.
INSULATION:	Insulation materials/products listed on EECA's Insulation Approved Product List
NON-COMPLIANT HEATING DEVICE:	Means an open fire, or small scale solid fuel burner that does not meet the wood burner design standard specified in Regulation 23 of the Resource Management (National Environment Standards relating to Certain Air Pollutants, Dioxins and Other Toxins) Regulations 2004.
APPROVED PART (COUNCIL CONTRACTED PRICE):	The price of the Hot Swap Solution requested in the application and approved by Council as specified in Clause 1.3 of this contract.
APPLICATION:	The Hot Swap Loan Application Form submitted by the Ratepayer requesting the Council to contract an Approved Service Provider to provide clean heating at the Ratepayer's Property.
RATEPAYER:	The person(s) named as the Ratepayer in the rating information database and the district valuation roll for the property.