

Energy Efficiency Funding Application Form & Agreement

By completing this application and attached agreement, you are applying to the Marlborough District Council (MDC) for funding to contract a Service Provider to provide an energy efficiency installation to your property as part of MDC's energy efficiency funding service. If MDC accepts this application a binding contract will be created. To be eligible, you must be the Owner of the property, your rates payments must be up to date and you must use a Service Provider.

Energy Efficiency Funding you are applying for:

Select one:

- Insulation
 Clean heating
 Solar water heating
 Solar power

[\(For further information see the Energy Efficiency FAQs on MDC's website\)](#)

*Full legal names of Property Owners (directors or trustees where applicable)			
Physical address of property	<i>Postcode:</i>		
Postal address of Owner (if different from above)	<i>Postcode:</i>		
Daytime phone number		Mobile Number	
Email			
Property number (from Rates Invoice)		Valuation number	
Name of Service Provider		Quotation number (quote must be attached to this form)	
Total cost of installation (incl GST) and building consent fees (where applicable)		Amount to be funded by applicant (incl GST) **	
Amount you are requesting MDC to fund (incl GST)***			

(Fees included in the funding will be added to the contract price and recovered through your energy efficiency rate).

- * If your property is owned by a registered company or trust, please ensure they all sign this application.
- ** MDC will only cover costs directly attributable to the installation of the energy efficiency products as set out in Clause 4 of the attached agreement. MDC will recover the services amount and associated costs over nine years through a targeted rate on the property.
- *** Any amounts agreed between the owner and the Service Provider above the agreed MDC funding you will need to contract directly with the Service Provider in the usual way for the remainder of the cost of the installation.

It is a requirement of the Credit Contracts and Consumer Finance Act 2003 that MDC make reasonable enquiries before entering into an agreement with a borrower. This is so MDC is reasonably satisfied that the borrower can make the payments under the agreement without suffering financial hardship. Please provide the following information to assist our initial enquiries:

Number of people living in your household (excluding boarders) _____

Total annual gross household income (before tax) _____ per year

Weekly mortgage payments _____ per week

Total weekly payments for other loans _____ per week

Total credit card debt _____

Please attach any other financial information you think may be helpful in assessing your ability to repay the funding.

MDC will contact you by email if we require any further action.

[To estimate your payment see the Energy Efficiency FAQs on the MDC website.](#)

ALL LEGAL OWNERS MUST COMPLETE:

Signature _____

Signature _____

Signature _____

Signature _____

When MDC has approved your funding we will advise you of your estimated annual repayments and the estimated total payable over nine years. You must advise us before installation commences if you do not wish to proceed.

Marlborough District Council Energy Efficiency Funding Agreement

BETWEEN

*** ALL LEGAL OWNERS MUST COMPLETE (PLEASE PRINT NAME CLEARLY)**

AND

MARLBOROUGH DISTRICT COUNCIL (MDC), a District Council named in Schedule 2 to the Local Government Act 2002.

Please read, complete and sign this agreement.

MDC will pay for the part of the energy efficiency installation supplied by a Service Provider, with which it has a general supply agreement in accordance with the engagement form, and will recover its costs through a targeted rate on the properties that use this service. All MDC rates include GST. You must enter into a separate agreement with the Service Provider as detailed in Clause 2.1.

I/We do/do not (delete one) wish to have all Building Consent fees associated with this application included in the loan. Fees included in the loan will be added to the Contract Price and recovered through your energy efficiency rate.

The Owner and MDC agree as follows:

1. MDC to provide funding

- 1.1 MDC accepts the Owner's application, and will pay the Contract Price of the energy efficiency installation directly to the Service Provider.
- 1.2 Once MDC has notified the Owner that their application has been approved, MDC will inform the Service Provider to liaise directly with the Owner in relation to the installation of the energy efficiency installation. The Service Provider should confirm contract and payment terms with the owner for any amounts above MDC's approved Contract Price.
 - 1.2.1 The Owner may request cancellation of the Installation Agreement with MDC at any time prior to the installation occurring and MDC will not charge any costs for any such cancellation.
 - 1.2.2 Should the Owner cancel the installation agreement with the Service Provider, any costs incurred by the Service Provider are between the Service Provider and the Owner and will not be funded by the MDC in accordance with clause 2.1.
- 1.3 Once the Service Provider has installed the energy efficiency installation, it will invoice MDC for the amount that is being funded by MDC.
- 1.4 The Owner must notify MDC by signing a certificate of completion of installation services.

2. Separate contract with Service Provider

- 2.1 The Owner acknowledges that it will need to enter into a separate contract with the Service Provider to record the terms and conditions upon which the Service Provider is undertaking the installation and recovery of any costs payable directly by the Owner.
- 2.2 All contractual arrangements between the Owner and the Service Provider shall include an express acknowledgement that MDC is not a party to that contract and will have no liability in relation to that contract or otherwise.

3. Liability for defective work

- 3.1 The Owner acknowledges and agrees that MDC's responsibilities in relation to the energy efficiency installation are only to pay a part of the costs and that MDC has no responsibility for any claims in relation to the energy efficiency products supplied or their installation. All such responsibility rests with the Service Provider.
- 3.2 For the avoidance of doubt, this agreement is a funding contract only and is not a contract for the sale of goods, for the provision of services or for the supply of products under the Consumer Guarantees Act 1993.
- 3.3 The Owner irrevocably and unconditionally agrees that it will not seek to hold MDC liable for any liability or make a claim against MDC in relation to the energy efficiency products supplied or their installation.

4. Payment of the Service Provider

- 4.1 MDC will, as part of its contract with the Service Provider, agree to pay the Service Provider the Contract Price for installing the energy efficiency installation.
- 4.2 The Owner agrees to pay any amounts owing to the Service Provider in relation to the installation of the energy efficiency installation at the property above the Contract Price agreed by MDC in accordance with the Owner's separate arrangements with the Service Provider.
- 4.3 The Contract Price is the lesser of:
 - 4.3.1 The amount of the energy efficiency installation.
 - 4.3.2 The amount requested by the Owner in this application.
- 4.4 MDC will not cover costs not directly associated with the installation, such as debris clearing.

5. MDC to assess targeted rate on the property

- 5.1 The Owner acknowledges that MDC will assess a targeted rate (plus GST) on the property each year, for an expected period of nine years, to pay for the Services. That targeted rate will be used to recover all of MDC's costs in relation to the Services, the cost of borrowing including interest on the amount funded, the cost of the installation and a portion of MDC's overall administrative costs (and building consent fees if included in the Application Form). Rates payments will be applied to reduce the balance due based on rates instalment dates.
- 5.2 The MDC intends to include the targeted rate on the Land Information Memorandum (LIM) for the property, but is not required to do so.
- 5.3 If the Owner intends to sell 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 Owner must: (1) notify the MDC 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.**
- 5.4 If the Owner fails to comply with the obligations in clause 5.3 then the Owner becomes liable to the purchaser for the balance of the amount needed to clear the remaining value of the Services provided under this Agreement and this covenant may be enforced by the purchaser as the beneficiary under this covenant.**
- 5.5 If the Owner 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 Owner will incur late payment penalties in accordance with MDC's rates policy.**

6. Information Issues

- 6.1 In accordance with the Privacy Act 1993, the Owner is entitled to have access to their personal information held by MDC in connection with this agreement and to request correction of that information.

*** MUST BE SIGNED BY ALL LEGAL PROPERTY OWNER(S)**

If a trust or company, then all authorised signatories must sign. MDC 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 owner signatories, please attach an explanation

Name _____ Signature _____

Name _____ Signature _____

Name _____ Signature _____

Name _____ Signature _____

Name _____ Signature _____

Date _____

SIGNED for and on behalf of the MARLBOROUGH DISTRICT COUNCIL by

Name _____ Signature _____

Position _____ Date _____

Definitions used in this Agreement

Application

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

Service Provider

The company providing the energy efficiency installation that has been approved by MDC and is specified in this Application.

Contract Price

An amount calculated under Clause 3.3, which is the amount that MDC has or will contract with the Service Provider to pay to it for installing the energy efficiency installation.

Property

The property where the energy efficiency installation is to be installed, as specified in this application.

Quote

In relation to the installation of the energy efficiency installation, the quote provided by the Service Provider to the Owner for carrying out the installation, and which was provided by the owner to MDC with the application.

Services

The contracting by MDC with a Service Provider to install the energy efficiency installation at the property, and the payment to that Service Provider of the Contract Price.

Owner

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

Targeted rate

The rate which MDC will set and assess against the property to recover costs relating to the Services.

For more information, contact Marlborough District Council, 03 520 7400, EER@marlborough.govt.nz

Before submitting this application check that:

- ✓ All Owners of the property have signed both the application and the Funding Agreement.
- ✓ A copy of the Service Provider's Quote is attached.
- ✓ Your rates payments are up to date.