



Queensland Rural and  
Industry Development  
Authority

# Financial Assistance Agreement

## Queensland Community Housing Energy Upgrades Rebate Scheme

Queensland Rural and Industry Development  
Authority

and

[RECIPIENT]

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## Details


<b>Date</b>		
<b>Parties</b>	<b>QRIDA and Recipient</b>	
<b>QRIDA</b>	Name and ABN	Queensland Rural and Industry Development Authority ABN 30 644 268 943
	Address	Level 26, 32 Turbot Street, Brisbane QLD 4000
	Postal Address	GPO Box 211 Brisbane Queensland 4001
	Phone	1800 623 946
	Email	contact_us@qrida.qld.gov.au
	Attention	[INSERT]
<b>Recipient</b>	Refer to Schedule 1.	
<b>Recitals</b>	<p>A QRIDA is administering the Queensland Community Housing Energy Upgrades Rebate Scheme (<b>Scheme</b>). The purpose of the Scheme is to provide financial assistance by way of a rebate to assist eligible community housing providers offset the costs of purchasing and installing eligible energy upgrade measures. The Scheme aims to reduce energy costs for community housing tenants and reduce barriers to energy upgrades.</p> <p>B The Recipient has submitted an application for Financial Assistance under the Scheme for QRIDA's consideration.</p> <p>C In reliance on the information provided in the application, QRIDA has agreed to provide Financial Assistance to the Recipient to assist the Recipient to carry out the Project, on the terms of this Agreement.</p>	
<p>By signing below, the parties are entering into an agreement that consists of this cover page and the attached schedules.</p> <p>Please note: Witness is not required where this document is signed electronically via DocuSign.</p>		
<b>Signed for and on behalf of Queensland Rural and Industry Development Authority ABN 30 644 268 943</b> by a duly authorised officer in the presence of:		<b>[Alternative 1 ] Signed for and on behalf of the Recipient</b> by a duly authorised officer in the presence of:
Signature of witness (Witness is not required where this is signed electronically)		Signature of witness (Witness is not required where this is signed electronically)
Name of witness		Name of witness
Signature of Authorised Person		Signature of Authorised Person
Name of Authorised Person		Name of Authorised Person

Date	Date
	[Alternative 2] <b>Executed</b> by the <b>Recipient</b> in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth) by or in the presence of:
	Signature of Secretary/other Director
	Name of Secretary/other Director in full
	Signature of Director
	Name of Director in full
	Date

## Schedule 1 - Reference Schedule

<b>1. Scheme</b>	Queensland Community Housing Energy Upgrades Rebate Scheme	
<b>2. Scheme Guidelines</b>	Queensland Community Housing Energy Upgrades Rebate Scheme Guidelines dated [ ], as may be amended from time to time.	
<b>3. Regulation</b>	Schedule 66 of the <i>Rural and Regional Adjustment Regulation 2011</i> (Qld)	
<b>4. Recipient</b>	Name	
	ABN and GST registration	
	Registered Address	
	Postal Address	
	Phone	
	Email	
	Attention	
<b>5. Recipient's Delegated Officer</b>	Name	
	Position	
	Contact Details	
<b>6. Project</b>	The purchase and Installation of each Energy Upgrade Measure in or for each Eligible Dwelling in the manner specified in the Recipient's Application.	
<b>7. Application</b>	Recipient's application for Conditional Approval of Financial Assistance dated [date].	
<b>8. Eligible Dwelling</b>	[address and property description of Eligible Dwelling for which the Energy Upgrade Measure(s) will be installed]  OR  [If the Agreement will cover multiple Eligible Dwellings, "Refer to Schedule 1A" and include relevant information for each Eligible Dwelling in the table in Schedule 1A under the heading "Eligible Dwelling"]	
<b>9. Relevant Region</b>	[relevant area specified in the Recipient's Application]	
<b>10. Energy Upgrade Measure</b>	<b>Primary Measure</b>	[details of each approved primary Energy Upgrade Measure(s) to be undertaken for the Eligible Dwelling(s) as specified in the Recipient's Application]  OR

		[If the Agreement will cover multiple Eligible Dwellings, insert "Refer to Schedule 1A" and include relevant information for each Eligible Dwelling in the table in Schedule 1A under the heading "Primary Measure"]	
	<b>Supplementary Measure</b>	[details of each approved supplementary Energy Upgrade Measure(s) to be undertaken for the Eligible Dwelling(s) as specified in the Recipient's Application]  OR [If the Agreement will cover multiple Eligible Dwellings, insert "Refer to Schedule 1A" and include relevant information for each Eligible Dwelling in the table in Schedule 1A under the heading "Supplementary Measure"]	
	Does the Energy Upgrade Measure include the Installation of Eligible Ceiling Insulation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Does the Energy Upgrade Measure include the Installation of an Eligible Solar PV System?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Does the Energy Upgrade Measure include the Installation of an Energy-Efficient Hot Water System that will service more than one Eligible Dwelling?	<input type="checkbox"/> Yes	<input type="checkbox"/> No  If Yes, how many Eligible Dwellings will be serviced? [insert]
<b>11.Details of Financial Assistance</b>	A rebate to offset the costs incurred by the Recipient for: (a) buying the Energy Upgrade Measure; and (b) the Installation of the Energy Upgrade Measure in or for an Eligible Dwelling.		
<b>12.Maximum Assistance Amount (ex GST)</b>	The total amount of the Eligible Project Costs incurred by the Recipient for an Eligible Dwelling up to the amount of \$4,500 for each Eligible Dwelling.		
<b>13.Initial Assistance Amount (ex GST)</b>	<p>[\$[initial Assistance amount equal to 50% of the quoted Eligible Project Costs provided by the Recipient in its Application for Conditional Approval, capped at \$2,250 for each Eligible Dwelling.]</p> <p>OR</p> <p>[If the Agreement will cover multiple Eligible Dwellings, insert "Refer to Schedule 1A" and include relevant information for each Eligible Dwelling in the table in Schedule 1A under the heading "Initial Assistance Amount"]</p>		
<b>14.Key Dates</b>	Commencement Date	The later of:  (a) [insert date]; or (b) the date the last party signs the cover page.	

	Project Completion Date	On or before the Final Approval Application Due Date	
	Final Approval Application Due Date	[date that is no later 6 months after the day the Recipient receives notice of Conditional Approval (being the deadline for submission of the Recipient's Final Approval Application)]	
	End Date	[insert date]	
<b>15. Project Payment Claim Schedule</b>	<b>Payment Claim Event</b>	<b>Payment Claim Requirements</b>	<b>Payment Claim Amount</b>
	Payment of Initial Assistance Amount	Provision of signed Agreement from the Recipient.	Initial Assistance Amount
	Final Approval Payment	<p>(a) Provision of a Final Approval Application from the Recipient by the Final Approval Application Due Date that meets the requirements of clause 3.1 of the General Terms to QRIDA's satisfaction; and</p> <p>(b) QRIDA issues a notice to the Recipient under clause 3.2 of the General Terms that Final Approval Application has been approved.</p>	If the total Eligible Project Costs for an Eligible Dwelling are more than the Initial Assistance Amount for that Eligible Dwelling, then the Final Approval Payment for the Eligible Dwelling will be the difference between the actual Eligible Project Costs and the Initial Assistance Amount up to the Maximum Assistance Amount.
<b>16. Eligible Project Costs</b>	The costs incurred by the Recipient in its performance of the Project including those eligible costs specified under the Regulation.		
<b>17. Restricted Logos</b>			
<b>18. Bank Account Details</b>	Account Name		
	BSB		
	Account Number		



	Branch	
	Email (remittance)	

EXEMPLAR

**[Schedule 1A – Supplementary Schedule]**

*[Delete this Schedule if not required]*

	Eligible Dwelling	Energy Upgrade Measure		Initial Assistance Amount
		Primary Measure	Supplementary Measure	
1.				
2.				

## Schedule 2 - General Terms

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### 1. Agreement Term

This Agreement commences on the date of this Agreement and ends on the End Date, unless terminated earlier under this Agreement.

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### 2. Obligations of the Recipient

#### 2.1 Project

The Recipient must carry out the Project by the Project Completion Date by:

- (a) purchasing the Energy Upgrade Measure; and
- (b) procuring the Installation of the Energy Upgrade Measure at the Eligible Dwelling including, where relevant, in accordance with the following Installation requirements:
  - (i) where a Prescribed Licence is required for the Installation of an Energy Upgrade Measure, ensuring the Installation of the Energy Upgrade Measure is carried out by the holder of the Prescribed Licence;
  - (ii) for Eligible Ceiling Insulation, ensuring that:
    - A. a Licensed Electrical Contractor has inspected and tested the existing electrical installation in the ceiling structure within 30 days before Installation and provides a certificate stating the contractor has carried out the inspection and testing and is satisfied that the existing electrical installation is safe (**Electrical Safety Inspection Certificate**);
    - B. the Installation is carried out by a Certified Insulation Installer; and
    - C. if the Installation involves high risk construction work, it obtains a copy of the Safe Work Method Statement;
  - (iii) for an Eligible Solar PV System, ensuring that the Installation is carried out by an Accredited Solar PV Installer,

in accordance with the Scheme Guidelines, Regulation and this Agreement.

#### 2.2 Use of Financial Assistance

The Recipient must use the Financial Assistance:

- (a) only for the purposes of the Project;
- (b) only on Eligible Project Costs; and
- (c) in accordance with the Scheme Guidelines, Regulation and this Agreement.

#### 2.3 Notices and other reporting requirements

The Recipient must:

- (a) provide notice in writing to QRIDA within 5 Business Days of:
  - (i) the Recipient:
    - A. ceasing to be a Registered Provider;
    - B. ceasing to own an Eligible Dwelling;
  - (ii) an Eligible Dwelling ceasing to be an eligible dwelling within the meaning specified in the Regulation;
- (b) immediately notify QRIDA if, following the date of the representation made by the Recipient under clause 14(e), any actual, potential or perceived conflict of interest arises in relation to this Agreement which involves (directly or indirectly) a conflict between the interests of QRIDA or the State and those of the Recipient or its Representatives in relation to the Project or the performance of the Recipient's obligations under this Agreement;
- (c) if, at any time, the Recipient forms the view that it will not be able to, or that there is a risk that it will not be able to comply with the requirements of this Agreement, immediately notify QRIDA; and
- (d) provide such further information in respect of the Project as reasonably requested by QRIDA from time to time up to one (1) year after the End Date.

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### 3. Final Approval for Financial Assistance

#### 3.1 Final Approval Application

- (a) The Recipient must prepare and submit, to the satisfaction of QRIDA as a Payment Claim Requirement in accordance with item 15 of Schedule 1, an application for Final Approval for all Energy Upgrade Measures for which the Recipient is seeking Final Approval in respect of each Eligible Dwelling (including at least 1 Primary Measure) in the form and manner required by QRIDA (**Final Approval Application**).
- (b) The Recipient's Final Approval Application must include the following supporting documentation:
  - (i) a copy of each tax invoice for the purchase and Installation of each Energy Upgrade Measure;
  - (ii) for Installation of an Energy Upgrade Measure requiring a Prescribed Licence, the name and licence number of each Prescribed Licence holder involved in carrying out the Installation of an Energy Upgrade Measure;
  - (iii) for Eligible Ceiling Insulation;
    - A. a copy of the Electrical Safety Inspection Certificate; and
    - B. the name and Energy Efficiency Council (EEC) certification number of the Certified Insulation Installer;
    - C. a copy of the Safe Work Method Statement if the Installation involves high risk construction work;
    - D. a copy of each tax invoice for the costs associated with arranging for inspection and testing in accordance with clause

2.1(b)(ii)A, obtaining the Electrical Safety Inspection Certificate and, where required, Safe Work Method Statement;

- (iv) for an Eligible Solar PV System, the name and Solar Accreditation Australia accreditation details of the Accredited Solar PV System Designer and Installer;
  - (v) evidence to the satisfaction of QRIDA that the Recipient has paid each tax invoice; and
  - (vi) any additional supporting documentation that QRIDA reasonably requests.
- (c) The Recipient must submit a Final Approval Application by no later than the Final Approval Application Due Date unless an extension is otherwise granted by QRIDA and notified to the Recipient in writing.
- (d) If Final Approval is sought for the purchase and Installation of an Energy-Efficient Hot Water System servicing 2 or more Eligible Dwellings, the Final Approval Application must relate to each Eligible Dwelling.

### **3.2 Final Approval decision**

- (a) Upon receipt of the Recipient's Final Approval Application submitted in accordance with clause 3.1, QRIDA will assess the Final Approval Application to determine, in its absolute discretion, whether it satisfies the requirements of the Scheme Guidelines and the Regulation.
- (b) QRIDA may request additional information or documentation from the Recipient to assist in its assessment of the Final Approval Application. The Recipient must provide the requested information within 14 days of the request, or within any longer period approved by QRIDA in writing.
- (c) QRIDA will notify the Recipient in writing of its decision to approve or decline the Final Approval Application.

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## **4. Financial Assistance**

### **4.1 Payment of the Financial Assistance**

- (a) Subject to:
  - (i) the terms of this Agreement;
  - (ii) the Recipient not being in breach of this Agreement;
  - (iii) the Recipient satisfying the Payment Claim Requirements for the relevant Payment Claim Event to QRIDA's satisfaction,

QRIDA will pay the Recipient the Payment Claim Amount in respect of each Payment Claim Event within twenty (20) Business Days of the date the Payment Claim Requirements are satisfied for the relevant Payment Claim Event.

- (b) QRIDA may satisfy a Payment Claim made under clause 4.1(a) by making a payment to the Recipient's Bank Account.

## **4.2 Maximum Financial Assistance**

- (a) Despite any other provisions of this Agreement, the Financial Assistance is the full amount of QRIDA's commitment to the Recipient under this Agreement.
- (b) The Recipient acknowledges and accepts that:
  - (i) it will not be entitled to any amount in excess of the Financial Assistance from QRIDA;
  - (ii) it will be solely responsible for all costs, expenses and other liabilities in connection with the Project; and
  - (iii) QRIDA makes no representations about future Financial Assistance and there is no obligation on QRIDA to provide future Financial Assistance to the Recipient in respect of any matter, including the Project.

## **4.3 Suspension of Financial Assistance**

- (a) QRIDA may suspend any Payment Claim Amount, in whole or in part in respect of any Eligible Dwelling, at any time if:
  - (i) the Recipient fails to comply with this Agreement, including failure to meet any Payment Claim Requirements;
  - (ii) the Recipient ceases to be a Registered Provider or own an Eligible Dwelling; or
  - (iii) an Eligible Dwelling ceases to be an eligible dwelling within the meaning specified in the Regulation.
- (b) This clause 4.3 does not prejudice QRIDA's rights under this Agreement or at law (including the right to terminate under clause 10).

## **4.4 Repayment**

- (a) The Recipient must repay the Initial Assistance Amount in respect of an Eligible Dwelling to QRIDA within 5 Business Days of notice in writing from QRIDA if:
  - (i) the Recipient fails to submit a Final Approval Application for at least 1 Primary Measure for the Eligible Dwelling by the Final Approval Application Due Date; or
  - (ii) QRIDA declines the Recipient's Final Approval Application for the Eligible Dwelling under clause 3.2 of this Agreement, other than because QRIDA's assistance funds available under the Scheme are insufficient to pay the Financial Assistance; or
  - (iii) QRIDA forms the reasonable opinion or otherwise becomes aware that the Recipient is in breach of this Agreement.
- (b) If QRIDA approves the Recipient's Final Approval Application under clause 3.2 and QRIDA is satisfied that the total Eligible Project Costs for an Eligible Dwelling are less than the Initial Assistance Amount for that Eligible Dwelling, then the Recipient must pay to QRIDA the difference between the amounts within 5 Business Days of notice in writing.
- (c) If at any time, QRIDA forms the reasonable opinion or otherwise becomes aware that the Recipient has claimed any Financial Assistance otherwise than in

accordance with this Agreement (**Unauthorised Funds**), the Recipient must repay the Unauthorised Funds, within 5 Business Days of notice in writing from QRIDA.

- (d) The Recipient agrees that if it does not repay an amount required to be paid to QRIDA in accordance with this clause 4.4, then the amount will be a debt immediately due and payable to QRIDA.

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## 5. Confidentiality

### 5.1 Confidential Information

Subject to clause 5.2, a party must not:

- (a) disclose the other party's Confidential Information to a third party; or
- (b) use the other party's Confidential Information other than for the purpose of performing this Agreement.

### 5.2 Exceptions

A party may disclose the other party's Confidential Information:

- (a) with the other party's prior written consent;
- (b) to a professional adviser, financial adviser, banker, financier or auditor if that person is obliged to keep the information disclosed confidential;
- (c) to any of its Representatives who are bound to keep the information confidential and to whom it is necessary to disclose the information;
- (d) to comply with the Law;
- (e) to the extent necessary to enforce its rights or defend a claim or action under this Agreement;
- (f) where disclosure is required to be made in accordance with established governmental policies, procedures or for public accountability purposes; and
- (g) where the disclosing party is QRIDA, to the State or the Commonwealth (including any of their respective Government Agencies or contractors) for the purposes of administering the Scheme and evaluating the operation and implementation of the Scheme or the Energy Program (**Permitted Purpose**) and the Recipient consents to the disclosure of the Recipient's Confidential Information for the Permitted Purpose.

### 5.3 Limiting disclosure

To the extent reasonably practicable, before a party or any of its Representatives discloses any Confidential Information under clauses 5.2(d) or 5.2(e):

- (a) the party must notify the other party as soon as reasonably practicable after it becomes aware that disclosure is required;
- (b) the party must give the other party a reasonable opportunity to comment on the requirement for, and the proposed form of, the disclosure; and
- (c) the party must take all steps reasonably required by the other party to limit or restrict the disclosure of the relevant Confidential Information.

If prior notice of the proposed disclosure is not reasonably practicable then the party must notify the other party as soon as is reasonably possible thereafter.

#### **5.4 Breach of confidentiality**

- (a) If a party becomes aware of a suspected or actual breach of this clause 5, the party will immediately notify the other party and take reasonable steps required to prevent or stop the suspected or actual breach.
- (b) The parties acknowledge and accept that damages will be an inadequate remedy for a breach of this clause 5.

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### **6. Announcements, acknowledgements and media**

#### **6.1 Financial Assistance announcement**

The parties acknowledge and agree that no announcements with respect to the grant of Financial Assistance to the Recipient for the Project are to be made before an announcement on that subject is made by the State, unless agreed in writing by the State.

#### **6.2 Announcements and acknowledgements**

- (a) Before the Recipient publishes or releases any announcements, promotional material or publicity relating to the Project, including but not limited to media releases, events, social media, signage and advertising, the Recipient must:
  - (i) provide QRIDA full details of the proposed publication or communication at least 10 Business Days in advance; and
  - (ii) comply with all requests, amendments or conditions that QRIDA may reasonably require by notice to the Recipient.
- (b) The Recipient acknowledges that QRIDA may provide any submissions made under clause 6.2(a) to the State for its consideration.
- (c) Subject to clause 6.2(a), the Recipient must include an acknowledgement that the Recipient has received financial support from the State in relation to the Project (whether during the Term of this Agreement or after its expiry) in all of its corporate communications in respect of the Project.
- (d) If requested by QRIDA, the Recipient must use the Restricted Logos in all its promotional and presentation material forming part of, or in conjunction with, the acknowledgement under clause 6.2(c). QRIDA grants the Recipient a non-exclusive, royalty-free licence to use the Restricted Logos during the Term solely for the purpose of promoting the Recipient's association with QRIDA for the purposes of the Project.
- (e) If requested by QRIDA, the Recipient must prepare a standing protocol for publications and communications about the Project for approval by QRIDA. Compliance by the Recipient with an approved protocol will discharge the Recipient's obligations under clause 6.2(a) above with respect to the relevant publication or communication.

#### **6.3 Media opportunities**

The Recipient must, as far as practicable:

- (a) notify the State of any media opportunities in connection with the Project; and



- (b) facilitate any reasonable request from the State for a Minister of the State to attend a media event in connection with the Project.

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## 7. Privacy and Disclosure of Personal Information

### 7.1 Information Privacy Act

- (a) In this clause 7.1, the terms 'Personal Information', 'agency' and 'Information Privacy Principles' have the same meaning as they have in the *Information Privacy Act 2009* (Qld) (**Information Privacy Act**).
- (b) Where the parties are required to provide information containing Personal Information, or Personal Information is incorporated in the information being shared for the Project, this clause 7 applies.
- (c) The Recipient agrees in undertaking the Project and receiving any Personal Information sourced from or disclosed by QRIDA, a participant in the Project, or other person:
  - (i) to collect Personal Information, and to use or disclose Personal Information obtained during the Project only for the Project;
  - (ii) not to do any act or engage in any practice that would breach an Information Privacy Principles contained in Schedule 3 of the Information Privacy Act, which if done or engaged in by an agency, would be a breach of that Information Privacy Principles;
  - (iii) to carry out and discharge the obligations contained in the Information Privacy Principles as if it were an agency under the Information Privacy Act;
  - (iv) to comply with Chapter 2 Part 3 of the Information Privacy Act if transfer of Personal Information outside Australia is contemplated or necessary for the Project;
  - (v) to immediately notify the other party if the party becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 7; and
  - (vi) to ensure that any personnel of the party who is required to deal with Personal Information for the purposes of this Agreement is made aware of the obligations of the party set out in this clause 7.

### 7.2 Privacy Act

- (a) In this clause 7.2, the terms 'personal information', 'sensitive information' and 'Australian Privacy Principles' have the same meaning as they have in the *Privacy Act 1988* (Cth) (**Privacy Act**).
- (b) In relation to any personal information provided or to be provided by the Recipient in connection with the Project, the Recipient warrants to QRIDA:
  - (i) the Recipient has obtained and will obtain the consent of each individual about whom any sensitive information is provided; and
  - (ii) the Recipient has or will within the time required by the Privacy Act ensure that each individual about whom any personal information is provided has received or will receive a written statement setting out all of the matters required by the Australian Privacy Principles:

- A. in relation to disclosure of the personal information to QRIDA, the State or the Commonwealth, any their respective Government Agencies, contractors, agents and advisors requiring the information for the purposes set out in clause 7.2(b)(ii)B; and
  - B. disclosing that the entities referred to in clause 7.2(b)(ii)A will use and disclose the personal information in accordance with this Agreement.
- (c) The Recipient must comply with the provisions of the Privacy Act in relation to any personal information provided to the Recipient by QRIDA.

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## **8. Records and quality assurance**

- (a) All financial transactions incurred in the conduct of the Project must be separately identifiable in the Recipient's books of account. All such documentation, including tax invoices, cheques issued and relevant bank statements must be retained by the Recipient for a period of one (1) year after the End Date and, during this period, be made available to QRIDA in accordance with clause 8(b).
- (b) QRIDA or its nominated agents may, on giving three (3) Business Days written notice to the Recipient:
  - (i) access the premises of the Recipient;
  - (ii) inspect and copy any documentation and records, however stored, in the custody or control of the Recipient related to the Project;
  - (iii) require the Recipient or its employees to provide full and accurate answers to any questions concerning records or information related to the Project; and
  - (iv) undertake an audit to ensure the Recipient has sound planning, governance and management practices to manage the Project and successfully meet its obligations under this Agreement.

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## **9. GST**

### **9.1 Definitions**

Words in this clause 9 have the same meaning as in the GST Act unless the context makes it clear that a different meaning is intended.

### **9.2 Consideration does not include GST**

Unless otherwise stated, consideration specified in this Agreement does not include any amount for GST.

### **9.3 Payment of GST**

If the provision of the Financial Assistance is consideration for a taxable supply by the Recipient under the GST Act, QRIDA will pay to the Recipient an additional amount in addition to the Financial Assistance equal to the GST payable by the Recipient on that taxable supply, subject to the Recipient first submitting to QRIDA a Payment Claim and QRIDA issuing an RCTI to the Recipient in respect of the supply.

## 9.4 Adjustment and reimbursement

- (a) If, for any reason, including:
  - (i) any amendment to the GST Act;
  - (ii) the issue of a ruling or advice by the Commissioner of Taxation;
  - (iii) a refund to QRIDA or to the Recipient in respect of a supply made under this Agreement; or
  - (iv) a decision of any tribunal or court,the amount paid by QRIDA under clause 9.3 differs from the amount of GST paid or payable by the Recipient to the Commissioner of Taxation for that taxable supply, then the Recipient must issue an appropriate GST adjustment note and any difference must be paid by or to QRIDA as the case may be.
- (b) If a party is entitled to be reimbursed or indemnified under this Agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit (or would have been entitled to an input tax credit if that party had done all things necessary to obtain an input tax credit).

## 9.5 RCTI

The parties acknowledge and agree that:

- (a) if the Recipient is required to be registered for GST under the GST Act, the Recipient must be registered for GST and will notify QRIDA if it ceases to be registered for GST during the Term;
- (b) QRIDA may issue RCTIs in respect of any taxable supply by the Recipient to QRIDA under this Agreement; and
- (c) the Recipient will not issue tax invoices in respect of any taxable supply by the Recipient to QRIDA under this Agreement.

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## 10. Termination

### 10.1 Termination for default

QRIDA may immediately terminate this Agreement, in whole or in part with respect to any Eligible Dwelling, by notice in writing to the Recipient (**Termination Notice**) if:

- (a) the Recipient is in breach of this Agreement and:
  - (i) the breach is not, in QRIDA's reasonable opinion, capable of being remedied; or
  - (ii) the breach is capable of being remedied and the Recipient fails to remedy the breach within 10 Business Days after a notice to remedy from QRIDA specifying the breach; or
- (b) information the Recipient gives QRIDA (including information in support of the Application or the Final Approval Application) is false or misleading in any material respect; or

- (c) QRIDA determines, acting reasonably, that a conflict of interest disclosed by the Recipient or otherwise known to QRIDA makes it inappropriate for this Agreement to continue or
- (d) the Recipient ceases to be a Registered Provider or own an Eligible Dwelling; or
- (e) the Eligible Dwelling ceases to be an eligible dwelling within the meaning specified in the Regulation.

## **10.2 Consequences of termination for default**

- (a) If QRIDA terminates this Agreement under clause 10.1:
  - (i) it will not affect any Claim either party may have against the other by reason of any antecedent breach of this Agreement and will not relieve either party of any obligation under this Agreement which is expressed to continue after termination in clause 15.9;
  - (ii) it will not affect any other rights or remedies that may be available to either party under this Agreement or at law;
  - (iii) QRIDA may, in the Termination Notice or in a further notice given at any time, require the Recipient to repay the whole or any part of the Financial Assistance provided to the Recipient under this Agreement, by the time stated in the Termination Notice or notice. The Recipient agrees that such sum will be a debt due and recoverable by QRIDA; and
  - (iv) QRIDA is not obliged to provide any Financial Assistance to the Recipient under this Agreement.
- (b) The Recipient acknowledges and agrees that the repayment of the Financial Assistance as a consequence of the Recipient's default under this Agreement represents a genuine pre-estimate of QRIDA's losses arising from termination of the Agreement, is commensurate with the interests of QRIDA that are being protected and is not extravagant, unconscionable or out of all proportions to the interests of QRIDA.
- (c) Where this Agreement is terminated in part under clause 10.1, the Agreement shall continue to apply in full force and effect with respect to all remaining Eligible Dwellings.

## **10.3 Termination without giving reasons**

- (a) QRIDA may, at any time and in its absolute discretion without any implied duty or terms, by written notice to the Recipient terminate this Agreement without giving a reason.
- (b) Subject to clause 10.3(c), if QRIDA terminates this Agreement pursuant to this clause 10.3 QRIDA is liable only to pay any Financial Assistance due and not yet made to the Recipient as at the date of termination.
- (c) QRIDA's liability to pay any amount under this clause is subject to:
  - (i) the Recipient's compliance with this Agreement; and
  - (ii) the total amount of the Financial Assistance.

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## **11. Dispute Resolution**

- (a) Both parties agree that any Dispute will be dealt with as follows:
- (i) firstly, the party claiming that there is a Dispute will serve notice to the other party setting out the nature of the Dispute;
  - (i) secondly, the parties will try to resolve the Dispute by direct negotiation;
  - (ii) thirdly, the parties have ten (10) Business Days from the service of the notice (or such extended time as the parties may agree in writing before the expiration of the ten (10) Business Days) to reach a resolution or to agree that the Dispute will be submitted to mediation or some other form of alternative dispute resolution procedure with the costs and expenses of any mediation or alternative dispute resolution procedure being borne equally between the parties; and
  - (iii) lastly, if:
    - A. there is no resolution or agreement; or
    - B. there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within ten (10) Business Days of the submission, or such extended time as the parties may agree in writing before the expiration of the ten (10) Business Days,
- then any party may commence legal proceedings.
- (b) Each party shall, as far as reasonably possible, continue to perform its obligations under this Agreement notwithstanding the existence of any Dispute or any proceeding under this clause 11.

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## **12. Disclaimer, release and indemnity**

### **12.1 Disclaimer**

The Recipient carries out the Project entirely at its own risk. To the full extent permitted by law, QRIDA will not be liable for any Claim brought against or made upon or incurred by the Recipient in carrying out the Project, excluding where that Claim arose as the direct result of any breach, fault, negligent or unlawful act or omission by QRIDA, its employees, agents, consultants and contractors.

### **12.2 Release and indemnity**

To the full extent permitted by law, the Recipient releases and indemnifies QRIDA, and each of its Representatives (**Indemnified**), from and against all Claims (including any cost of settlement) of any nature incurred or suffered by the Indemnified which may be brought or made by any person directly or indirectly arising from, out of or in connection with:

- (a) the Project;
- (b) any breach of this Agreement by the Recipient;
- (c) any act or omission of the Recipient or their Representatives;
- (d) the Recipient's performance of this Agreement or any other agreement relating to the Project; or
- (e) any infringement (or alleged infringement) of Intellectual Property rights by the Recipient in the course of, or incidental to, carrying out the Project,

except to the extent that any breach, fault, negligent or unlawful act or omission by the Indemnified directly caused or contributed to the Claim.

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## **13. Insurance**

The Recipient must:

- (a) effect and maintain the insurance policies required by law; and
- (b) if requested by QRIDA at any time during the Term, provide to QRIDA, within twenty (20) Business Days of the request:
  - (i) copies of the insurance policies required by clause 13(a); and
  - (ii) evidence that the policies referred to in clause 13(a) are current.

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## **14. Warranty**

The Recipient warrants and acknowledges that:

- (a) it has all requisite legal and corporate power to execute this Agreement;
- (b) it has taken all action necessary for the authorisation, execution and delivery of this Agreement;
- (c) it enters into the Agreement based on its own investigations, interpretations, deductions, information and determinations; and
- (d) it is fully responsible for the performance of the Project and for ensuring compliance with this Agreement and will not be relieved or discharged of this responsibility because of:
  - (i) any approval or consent given by QRIDA in relation to this Agreement, unless otherwise advised by QRIDA in writing; or
  - (ii) the payment of the Financial Assistance to the Recipient; or
  - (iii) any agreement, arrangement or understanding between the Recipient and any other entity in relation to the carrying out of the Project or the use of the Financial Assistance; and
- (e) neither it nor any of its Representatives have any interests or obligations that conflict with their interests and obligations under or in respect of this Agreement;
- (f) it is accountable for any acts, omissions and mistakes of any other entity in performing all or part of the obligations under this Agreement as though they were the Recipient's own acts, omissions and mistakes.

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## **15. Miscellaneous**

### **15.1 Dealings by the Recipient**

The Recipient may not assign, novate, subcontract or otherwise deal with its rights and obligations under this Agreement or allow any interest in them to arise or be varied in each case, without the prior written consent of QRIDA.

### **15.2 Variation**

This Agreement may only be varied by agreement in writing between the parties.

### **15.3 Entire Agreement**

This Agreement constitutes the entire agreement of the parties about the subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

### **15.4 Severability**

If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

### **15.5 Waiver**

- (a) A waiver by a party of any rights arising from a breach or non-observance by the other party of a term of this Agreement will not be taken to be a waiver in respect of any other breach or non-observance of the same or any other term.
- (b) The failure by either party to enforce a term of this Agreement will not be interpreted as a waiver of that term.

### **15.6 Unexpected Event**

- (a) No party is liable for any failure to perform or delay in performing its obligations under this Agreement if that failure or delay is due to an Unexpected Event. If that failure or delay exceeds sixty (60) days, either party may terminate this Agreement with immediate effect by giving notice to the other party.
- (b) If this Agreement is terminated in accordance with this clause 15.6, clauses 10.3(b) and 10.3(c) will apply as if QRIDA terminated the Agreement in accordance with clause 10.3(a).

### **15.7 Compliance with Laws and Approvals**

The Recipient must:

- (a) comply with the provisions of any relevant statutes, regulations, by-laws and requirements of any applicable Commonwealth, State Territory or local authority in carrying out the Project; and
- (b) ensure that all necessary Approvals required to carry out the Project are obtained, held and complied with at all times.

### **15.8 Governing Law**

This agreement shall be governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of Queensland and any Courts that may hear appeals from these courts.

### **15.9 Surviving obligations**

The obligations contained in the following clauses are continuing obligations and will survive after this Agreement ends:

- (a) Clause 4.4 (Repayment);

- (b) Clause 5 (Confidentiality);
- (c) Clause 6 (Announcements, acknowledgements and media);
- (d) Clause 8 (Records and quality assurance);
- (e) Clause 9 (GST);
- (f) Clause 10.2 (Consequences of termination) and 10.3 (Termination without giving reasons);
- (g) Clause 11 (Dispute resolution);
- (h) Clause 12 (Disclaimer, release and indemnity);
- (i) Clause 13 (Insurance);
- (j) Clause 14 (Warranty);
- (k) Clause 15.9 (Surviving obligations);
- (l) Clause 15.12 (Set-off); and
- (m) any other clause of this Agreement expressly stated to survive termination.

#### **15.10 Notices**

- (a) Unless expressly stated otherwise in this Agreement, all notices in connection with this Agreement must be in writing, signed by the sender (if an individual) or a Delegated Officer of the sender and marked for the attention of the person identified in the Details or, if the Recipient has notified otherwise, then marked for attention in the way last notified.
- (b) Notices will be deemed to have been given:
  - (i) if hand delivered, upon delivery;
  - (ii) if sent by prepaid postage, within five (5) Business Days after posting;
  - (iii) if sent by email, one (1) Business Day after sending, unless an undeliverable report is received, at which time the notice shall be resent.

#### **15.11 Order of precedence**

If there is any direct inconsistency between:

- (a) clauses 1 to 16 of Schedule 2 to this Agreement;
- (b) the Scheme Guidelines;
- (c) Schedule 1 to this Agreement,

the provisions will take precedence in the above order to the extent necessary to resolve the inconsistency.

#### **15.12 Set-off**

QRIDA may at any time, set off an amount due for payment by the Recipient to QRIDA against any amount due for payment by QRIDA to the Recipient under this Agreement.



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## 16. Definitions

**Accredited Solar PV Installer** has the meaning given in section 22(3) of the Regulation.

**Application** has the meaning given in item 7 of Schedule 1.

**Approvals** means all permits, approvals, licences, certifications, authorisations, accreditations, consents and certificates required by law or any Government Agency for the Project including, but not limited to, those required to meet the Installation requirements pursuant to clause 2.1(b).

**Bank Account** means the bank account specified in item 18 of Schedule 1, or such other bank account notified by the Recipient to QRIDA in writing.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

**Electrical Safety Inspection Certificate** has the meaning given in clause 2.1(b)(ii)A of this Agreement.

**Certified Insulation Installer** means a person who holds certification as an insulation installer issued by Energy Efficiency Council Inc. ABN 63 136 469 291.

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand for any cost, loss, injury, damage or expense of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, direct or consequential, whether at law, in equity, under statute or otherwise.

**Commencement Date** means the date specified as the Commencement Date in item 14 of Schedule 1.

**Commonwealth** includes the Commonwealth Government, any of its departments or divisions, Ministers and the Ministers' departmental and personal advisers or government-owned corporations.

**Conditional Approval** means conditional approval for Financial Assistance given by QRIDA under section 12(5) of the Regulation.

**Confidential Information** means all information, trade secrets and knowledge of or disclosed by a party (**Discloser**) to another party (**Recipient**) that:

- (a) is by its nature confidential;
- (b) is designated or marked by the Discloser as confidential; or
- (c) the Receiver knows or ought to know is confidential,

and includes the terms of this Agreement and any information provided or received by a party pursuant to this Agreement, but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligation; or
- (e) is independently developed by a party while having no knowledge of or access to the other party's Confidential Information.

**Dispute** means any dispute, controversy, difference or Claim between the parties as to:

- (a) the construction of this Agreement;

- (b) the rights or obligations of a party under this Agreement; or
- (c) any other matter arising out of or relating to this Agreement including any question regarding the existence, validity or termination of this Agreement,

other than the one entitling a party to claim for urgent interim or interlocutory relief.

**Eligible Ceiling Insulation** has the meaning given in the Regulation.

**Eligible Dwelling** means the Eligible Dwelling set out in item 8 of Schedule 1.

**Eligible Project Cost** has the meaning given in item 16 of Schedule 1.

**Eligible Solar PV System** has the meaning given in the Regulation.

**Energy-Efficient Hot Water System** has the meaning given in the Regulation.

**Energy Program** means the Social Housing Energy Performance Initiative initiated by the Commonwealth.

**Energy Upgrade Measure** means the Energy Upgrade Measure set out in item 10 of Schedule 1.

**End Date** means the date specified as the End Date in item 14 of Schedule 1.

**Final Approval** means final approval for Financial Assistance given by QRIDA under clause 3.2.

**Final Approval Application** has the meaning given in clause 3.1(a).

**Final Approval Application Due Date** means the date specified as the Final Approval Application Due Date in 14 of Schedule 1.

**Final Approval Payment** means the Payment Claim Event specified as the Final Approval Payment determined in accordance with item 15 of Schedule 1.

**Financial Assistance** means the financial assistance (excl GST) to be provided by QRIDA to the Recipient under the Scheme, to be paid in the Payment Claim Amounts.

**General Terms** means the terms and conditions of this Agreement set out in this Schedule 2.

**Government Agency** means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Initial Assistance Amount** has the meaning given in item 13 of Schedule 1.

**Intellectual Property** includes all copyright (including any future copyright), Moral Rights, all rights in relation to inventions (including patent rights), registered and unregistered trade marks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Installation** means installation of an Energy Upgrade Measure in or for the Eligible Dwelling as specified in section 4 of the Regulation.

**Licensed Electrical Contractor** has the meaning given in the *Electrical Safety Act 2002* (Qld).

**Maximum Assistance Amount** has the meaning given in item 12 of Schedule 1.

**Moral Rights** has the meaning given to that term in the *Copyright Act 1968* (Cth).

**Payment Claim** means a claim by the Recipient for a payment of the Financial Assistance, which complies in all respects and is submitted by the Recipient in accordance with the Payment Claim Requirements.

**Payment Claim Amount** means the amount of the Financial Assistance payable for each Payment Claim, as set out in item 15 of Schedule 1.

**Payment Claim Event** means the payment claim events set out in item 15 of Schedule 1.

**Payment Claim Requirements** means the requirements for completion of a Payment Claim, as set out in item 15 of Schedule 1.

**Personal Information** has the meaning given in the *Information Privacy Act 2009* (Qld).

**Prescribed Licence** means any licence specified below that is required for the Installation of an Energy Upgrade Measure:

- (n) an electrical work licence under the *Electrical Safety Act 2002* (Qld);
- (o) a licence under the *Plumbing and Drainage Act 2018* (Qld); or
- (p) a licence under the *Queensland Building and Construction Commission Act 1991* (Qld).

**Primary Measure** means the Energy Upgrade Measure specified as a primary measure in item 10 of Schedule 1.

**Project** means the Project described in item 6 of Schedule 1.

**Project Completion Date** means the date specified as the Project Completion Date in item 14 of Schedule 1.

**RCTI** or **Recipient Created Tax Invoice** has the meaning given to that term in the GST Act.

**Registered Provider** means a registered Community Housing Provider published on the [National Register for Community Housing Providers](#) or [Queensland Register of State Community Housing Providers](#).

**Regulation** means the regulation specified in item 3 of Schedule 1.

**Representative** of a party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint-venturer, contractor or sub-contractor of that party.

**Restricted Logos** means the logos in item 17 of Schedule 1.

**Safe Work Method Statement** means a safe work method statement prepared under section 299(1) of the *Work Health and Safety regulation 2011*.

**Schedule** means any schedule or annexure to this Agreement.

**Scheme** has the meaning given in item 1 of Schedule 1.

**Scheme Guidelines** has the meaning given in item 2 of Schedule 1.

**State** includes the Queensland Government, any of its departments or divisions, Ministers and the Ministers' departmental and personal advisers, government-owned corporations, any agent or representative of QRIDA, or a corporation or body constituted for a public purpose of the State of Queensland.

**Supplementary Measure** means the Energy Upgrade Measure specified as a supplementary measure in item 10 of Schedule 1.

**Term** means the period between the Commencement Date and the End Date (inclusive).

**Unexpected Event** means any circumstance beyond the reasonable control of a party which results in that party being unable to perform an obligation on time, and includes, but is not limited to:

- (a) natural events like fire, storm, flood, landslide, washaway or earthquake;
- (b) health pandemics;
- (c) national emergency;
- (d) terrorist act;
- (e) war; or
- (f) an order of any Court.