

Healthier Homes Canterbury

RATEPAYER APPLICATION FORM

for applications made before 30 June 2019

Complete this form if you want to apply to Environment Canterbury for an advance of up to \$6,000 including GST for heating, insulation and/or ventilation improvements as part of the Healthier Homes Canterbury scheme. If you need help filling out this form or do not know if you are eligible, please call us on 0800 329 276.

By completing this application and attached agreement, you are applying to Environment Canterbury for it to contract a supplier to provide various improvements, including heating, insulation and/or ventilation, to your property as part of Environment Canterbury's Healthier Homes Canterbury scheme.

Environment Canterbury will pay the approved amount (minimum of \$500 including GST and maximum of \$6,000 including GST) to the supplier to install heating, insulation and/or ventilation improvements to your property and will then recover the amount from you on the terms set out in the attached installation agreement.

To be eligible, you must:

1. be the ratepayer of the property;
2. be up to date with your rate payments;
3. have a good history of making rates payments for the past three years (applications by first-time home buyers in Canterbury who have not been paying rates for three years in Canterbury will be considered by Environment Canterbury at its discretion); and
4. use registered suppliers and accepted products (all listed on the Environment Canterbury website)

Office use only

Improvements you are applying for:

Full name and address of applicant:

Ratepayer's full name

(include all legal property owner/s) Company or trust?¹

Physical address of property

Where improvements will take place

Postcode:

Postal address

If different from physical address

Postcode:

Telephone No.:

Mobile:

Email:

Property rate

reference number:

Valuation

reference:

This information can be found on your rates invoice.

Amount to be included on Healthier Homes Canterbury advance:

1. Tell us the name of the supplier/s you will be using, and the total amount listed on the quote/s. A maximum of two suppliers is allowed. All quotes must be attached to your application.

Name of supplier:

Total amount shown on quote:

\$

Including GST

Name of second supplier:

Total amount shown on quote:

\$

Including GST

If applicable

Total amount of all quotes:

\$ Total A

Including GST

2. Tell us if you will cover some of the above costs yourself upfront or if you are accessing any subsidies. This may not apply to you.

For example, Healthier Homes Canterbury will cover a maximum of \$6,000. If the total above amounts to more than \$6,000 you will need to pay the difference yourself or via another source (such as a low-income subsidy² from Environment Canterbury).

Does not apply

Total amount you are covering yourself or from other sources (if any):

\$ Total B

Including GST

Please provide details if any:

3. Calculate the total amount you are seeking as an advance from Healthier Homes Canterbury. Subtract Total B from Total A above.

Total amount requested³:

\$

Including GST

¹ If your property is owned by a registered company or held by trustees on trust, please provide proof of authorised legal signatories and ensure they are all on this application.

² Subsidies are available for some low-income households that meet certain criteria. Funding is limited. Application process is separate. Please see website for details or contact Environment Canterbury to enquire.

³ The maximum services amount that Environment Canterbury will contract with a registered supplier to provide in relation to any property is \$6000 (including GST). Environment Canterbury will only cover costs directly attributable to the installation of the agreed Improvements. Ratepayers will need to cover any costs in excess of \$6000 and any such contributions should be shown here. As set out in Clause 4 of the attached agreement, Environment Canterbury will recover the services amount and associated costs from the ratepayer over time through a targeted rate on the property.

Eligibility and acknowledgement

To be eligible for Healthier Homes Canterbury all the following must apply. Please tick each box that applies.

- 1. The property is located within the boundaries of Environment Canterbury.
- 2. The Healthier Homes Canterbury improvements you have selected, and the suppliers of those improvements, are on the Environment Canterbury website as registered suppliers for the Healthier Homes Canterbury Scheme.
- 3. You are the legal owner(s), and ratepayer(s), of the property.
- 4. You, the ratepayer(s), do not currently have any funding provided under the Healthier Homes Canterbury scheme in relation to this property or any other property.
- 5. All rates are up-to-date, and you have a good history of payments in the three years immediately preceding the date of this application.

If you did not tick the above box, does this apply to you?
You have recently purchased your first home in Canterbury and have not been paying rates in Canterbury for three years. Where this is the applicable category, you may be accepted into the scheme at the discretion of Environment Canterbury.

The above are the core eligibility requirements. However, for the avoidance of doubt, Environment Canterbury reserves all rights to approve or reject any application for any reason whatsoever. No legal or other obligations will arise between Environment Canterbury and the homeowner until the Installation Agreement has been signed by both parties.

Please acknowledge that you have been informed of the following by ticking each box and signing in the space provided.

- 1. The total amount provided by the Healthier Homes Canterbury scheme accrues interest.
- 2. If I/we sell my/our property then I/we must pay the outstanding amount owing to Environment Canterbury in full.

All legal ratepayers must complete

Signed:

Signed:

Signed:

Signed:

Other details about you and your home

Answers to these questions will help to inform and develop Healthier Homes Canterbury. Environment Canterbury will try to prioritise applications from Community Services Card holders and applicants with high health needs. Other answers will not affect the approval of your application.

Is the property that you are applying for: How many people generally live in the home?

A rental property Your own home Approximately what year was the home built?

What age group(s) are the occupant(s) in the home? *(tick as many as applicable)*

0-5 yrs 6-12 yrs 13-17 yrs 18-40 yrs 41-65 yrs 66-80 yrs Over 80 yrs

Do any of the occupants have health conditions related to cold, damp housing? If yes, please describe.

Does anyone in the home have a current Community Services Card? Yes No

What are the main forms of heating used in the home? *(tick as many as applicable)*

Wood burner Pellet fire Heat pump Other electric heating Flued gas heater Unflued gas heater Other – specify below

Summary of Healthier Homes Canterbury

Cap on available amount

The amount available from Environment Canterbury is limited to the quoted cost of the improvements up to a maximum of \$6,000 inclusive of GST. The minimum advance amount is \$500 including GST.

Contracting arrangements

Environment Canterbury will contract the registered supplier(s) to install the Healthier Homes Canterbury improvements up to the amount approved and will pay the registered supplier directly for the work completed under that contract.

If the total cost of the improvements is in excess of \$6,000 inclusive of GST you will need to contract separately with the registered supplier(s) in relation to the completion of the installation. Environment Canterbury will not be a party to the separate agreement between you and the registered supplier. You will be solely responsible for all amounts owing under the separate agreement between you and the registered supplier.

Recovery of total amount

Environment Canterbury will recover the approved amount from you by means of a targeted rate levied against the property under the Local Government (Rating) Act 2002. The rate will be levied over a period of nine years.

Interest

Environment Canterbury will charge (as part of the targeted rate) interest on the outstanding amount. The interest charges are calculated at the beginning of the rating year when rates are struck. The interest will start accruing from the date the supplier is paid by Environment Canterbury.

The interest rate charged is calculated on the basis of Environment Canterbury's cost of borrowing and a margin to cover administrative costs. The interest rate for applications accepted prior to 30 June 2019 is 5.9% pa.

Environment Canterbury will reset the interest rate annually for new applications. Once an agreement has been signed, the agreed interest rate will apply for the full term of the advance. Statements will be provided every 12 months and will record the balance of the outstanding amount payable by you to Environment Canterbury, and the amounts paid up to the close of the period covered by the statement.

If rates, including the Healthier Homes Canterbury targeted rate, are not paid by the due date, usual rates penalties will accrue.

You acknowledge that the amount paid by Environment Canterbury will be equivalent to the GST inclusive amount, which will be levied.

Full payment of the outstanding balance can be made at any time by contacting Environment Canterbury to obtain the amount required to clear the advance in full. This will include a credit for interest saved on the remaining term of the advance. There is a \$100 (incl GST) processing fee for early repayment. Part payments of the advance are not accepted for the Healthier Homes Canterbury scheme. Payments must be made at the agreed rate, or paid off in full.

Environment Canterbury's policy for rates payments provides that in anticipation of rates for subsequent financial years, a ratepayer may prepay all or part of a rate for any financial year before it becomes due for payment. In the instance where early payment is made, it is a requirement that you contact Environment Canterbury to identify the additional amount paid and on what date payment was made. This is to avoid any overpayment of interest and to ensure that the prepayment is correctly allocated in the council's records. The interest charges will be determined based on daily compounding interest calculated up to the date payment is made. Environment Canterbury will then credit the payment to your ratepayer account as set out in the Installation Agreement.

All legal owners of the property must sign this application form and the Installation Agreement.

Further information

Contact Environment Canterbury during business hours on 0800 329 276.

Healthier Homes Canterbury Application Process

1. Once received by Environment Canterbury, applications should take approximately 15 working days to process. There may be delays in periods of high demand.
2. Environment Canterbury will send a letter to confirm that your application for Healthier Homes Canterbury has been successful and attach a copy of your application and quote. This letter will also outline the cancellation process and confirm the applicable interest rate.
3. Once suppliers receive approval from Environment Canterbury, they will contact you directly to confirm an installation date.
4. Suppliers will invoice Environment Canterbury for the work completed at your property. When this account is paid by Environment Canterbury, the amount will be added to your rates bills and interest will begin to accrue from that date.
5. Environment Canterbury will send a letter to inform you of the final amount owed and the timing of rates repayments.
6. Note: this process may differ slightly in certain circumstances, such as if you are receiving a subsidy. Please contact Environment Canterbury if you are unsure along the way.

CANTERBURY REGIONAL COUNCIL INSTALLATION AGREEMENT

Ratepayer's full name/s *All legal ratepayers must complete (please print names clearly)*

Between

And

Canterbury Regional Council, a regional council named in Schedule 2 to the Local Government Act 2002, which trades under the name Environment Canterbury.

Please read and sign this agreement

All legal ratepayers must write their name above and name and signature on page 8.

Healthier Homes Canterbury scheme is run by the Canterbury Regional Council and supported by the Energy Efficiency and Conservation Authority (EECA).

You have applied for Canterbury Regional Council to contract with a supplier to provide selected improvements to your property. By countersigning this agreement Canterbury Regional Council has approved your application and created a binding agreement with you.

Your application has specified a particular form of heating and/or insulation and/or ventilation to be installed, and Canterbury Regional Council will contract registered suppliers to install the selected improvements. You may need to contract directly with the registered suppliers in the usual way for the remainder of the installation. Canterbury Regional Council will not be a party to that agreement and assumes no responsibility in relation to the agreement between you and the supplier.

Canterbury Regional Council will pay for the part of the improvements to the property that it contracts for directly with the supplier and will recover its costs from you through a targeted rate on the property. All Canterbury Regional Council rates include GST.

The ratepayer and Canterbury Regional Council agree as follows:

1. Canterbury Regional Council to provide specified heating, ventilation and/or insulation services
 - 1.1 Canterbury Regional Council accepts the ratepayer's application, and will contract the registered supplier to install the approved part of the improvements at the property.
 - 1.2 Once Canterbury Regional Council has notified the ratepayer that their application has been approved, Canterbury Regional Council will inform the registered supplier to liaise directly with the ratepayer in relation to the practical details of installing the improvements. The registered supplier should confirm contract and payment terms with the ratepayer for any amounts above Canterbury Regional Council's approved contract price.
 - 1.3 Once the registered supplier has installed the improvements, it will invoice Canterbury Regional Council for the work undertaken for Canterbury Regional Council and seek payment from the ratepayer for any additional amounts.
 - 1.4 The ratepayer must notify Canterbury Regional Council if the work has not been completed to a satisfactory standard within 7 days of the registered supplier finishing the job.
 - 1.5 Where the ratepayer's property has been 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. The ratepayer acknowledges that EECA and or EECA's contracted independent auditor may access the ratepayer's personal information to undertake quality assurance processes and for information gathering purposes.

2. Liability for defective work

2.1 Subject to clause 2.4 the ratepayer agrees that:

- 2.1.1 Canterbury Regional 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 installation at the property;
- 2.1.2 The ratepayer is not entitled to any compensation from Canterbury Regional Council in respect of defects or damage to, or arising as a consequence of the provision of the installation at the property; and
- 2.1.3 The ratepayer waives all liability or potential claims against EECA in respect of audits, any defect in the EECA Q&A manual or a product on EECA's Accepted Insulation Products List being defective), or as a mediator in relation to any mediation services that EECA may provide. This clause is included for the benefit of EECA and the ratepayer agrees EECA having privity of contract in order to enforce this clause against the ratepayer

2.2 Clause 2.1 does not affect any liability the registered supplier may have to the ratepayer in contract, tort or otherwise, and may not be relied on by the registered supplier as limiting the registered supplier'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 Canterbury Regional Council 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 registered supplier

3.1 Canterbury Regional Council will, as part of its contract with the registered supplier, agree to pay the registered supplier the contract price for installing the approved part of the improvements.

3.2 The ratepayer agrees to pay any amounts owing to the registered supplier in relation to the installation of the improvements at the property above the contract price agreed by Canterbury Regional Council in accordance with the ratepayer's separate arrangements with the registered supplier.

3.3 The contract price is the lesser of:

3.3.1 The amount of the improvements, with an absolute maximum of \$6000 (including GST) per property;

3.3.2 The amount requested by the ratepayer in this application;

3.4 Canterbury Regional Council will not cover costs not directly associated with the installation, such as debris clearing.

4. Canterbury Regional Council to assess targeted rate on the property

4.1 The ratepayer acknowledges that Canterbury Regional Council will assess a targeted rate on the property each year, for an expected period of nine years, to pay for the improvements. That targeted rate will be used to recover all of Canterbury Regional Council's costs in relation to the services. The rate is based on the amount funded plus interest and is set for the full term of the advance. Rates payments will be applied to reduce the balance due based on rates instalment dates. For help calculating your repayments under this agreement, please visit www.ecan.govt.nz/healthierhomes and use the calculator which is based on the current interest rates (as noted above, this is subject to change). An initial disclosure statement providing further information is attached to this agreement.

4.2 Canterbury Regional Council 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 intends to sell or transfer 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, then the outstanding targeted rate must be repaid in full on the date of settlement of the property sale. The ratepayer must notify Canterbury Regional Council in writing of the sale or transfer and arrange for full repayment of the outstanding balance.

- 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 or transferred the property and Canterbury Regional Council may demand that 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 Canterbury Regional Council).
- 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 and rating resolutions apply and the ratepayer will incur late payment penalties in accordance with Canterbury Regional Council's rates policy.
- 4.6 Part payments of the outstanding targeted rate are not accepted by Canterbury Regional Council. Any pre-payments of the outstanding targeted rate must be paid in full.

5. Information issues

- 5.1 Any information which the ratepayer supplies to Canterbury Regional Council for the purposes of this agreement may be used by Canterbury Regional Council and disclosed to its contractors and suppliers for the administration of the Healthier Homes Canterbury scheme.
- 5.2 In accordance with the Privacy Act 1993, the ratepayer is entitled to have access to their personal information held by Canterbury Regional Council in connection with this agreement and to request correction of that information.

Counterparts

This application does not need to be in original form and may be signed and delivered by the ratepayer in any number of counterparts, each of which is to be deemed an original but all of which together will constitute one and the same instrument.

Electronic signatures

The ratepayer may sign this application by way of the application of their electronic signature in accordance with Part 4 of the Contract and Commercial Law Act 2017.

Must be signed by all legal property owner/s listed on the property's rates assessment and invoice

Full Name:	<input type="text"/>	Signed:	<input type="text"/>
Full Name:	<input type="text"/>	Signed:	<input type="text"/>
Full Name:	<input type="text"/>	Signed:	<input type="text"/>
Full Name:	<input type="text"/>	Signed:	<input type="text"/>

Date:

Signed for and on behalf of Canterbury Regional Council by

Full Name:	<input type="text"/>	Signed:	<input type="text"/>
Position:	<input type="text"/>	Date:	<input type="text"/>

Definitions used in this agreement

Application

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

Approved part

Part of the insulation/ventilation/heating services installed (or removed) by the registered supplier for the contract price.

Contract price

An amount calculated under clause 3.3, which is the amount that Canterbury Regional Council has or will contract with the registered supplier to pay to it for installing the approved part of the heating and or insulation and or ventilation or the removal of a fireplace.

EECA

The Energy Efficiency and Conservation Authority

Improvements include:

- a. Heating - Low emission woodburners, ultra-low emission burners and pellet fires that are listed on Canterbury Regional Council's website and authorised for installation in the relevant location; heat pumps and externally flued gas heaters as included on EECA's list of accepted heaters, and heat transfer systems;
- b. Insulation - Ceiling and floor insulation, ground damp lining and draught stopping as specified by EECA;
- c. Ventilation – Kitchen and bathroom extractor fans recommended by any registered supplier; and
- d. Fireplace removal.

Overall installation price

In relation to the installation of the improvements, the amount which the registered supplier 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 heating and or insulation and or ventilation is to be installed or the fireplace removed, as specified in the application.

Quote

In relation to the installation of the heating and or insulation and or ventilation and or fireplace removal and or building consent fees, the quote provided by the registered supplier to the ratepayer for carrying out the installation, and which was provided by the ratepayer to Canterbury Regional Council with the application.

Ratepayer

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

Registered supplier

The service provider providing heating and or insulation and or ventilation and or removing the fireplace and who is registered by Canterbury Regional Council to provide such services for the Healthier Homes Canterbury scheme and is specified in the application.

Services

The contracting by Canterbury Regional Council with a registered supplier to install the approved part of the heating and or insulation and or ventilation at the property or remove the fireplace, and the payment to that registered supplier of the contract price

Targeted rate

The rate which Canterbury Regional Council will set and assess against the property to recover the costs of, and the costs relating to, the services

Checklist

Please tick the following before submitting your application to Environment Canterbury:

- All people named on the property's assessment have completed and signed the "Healthier Homes Canterbury ratepayer application form" on p2 and p3
- All people named on the property's assessment have completed and signed the "Healthier Homes Canterbury installation agreement" on p6 and p8
- I have included a copy of the quote/s from the registered supplier/s

How to submit your application

By email

Email all required paperwork to healthierhomes@ecan.govt.nz with the subject line "Application"

By mail

Post all required paperwork to

Healthier Homes Canterbury
Environment Canterbury
PO Box 345
Christchurch 8140

In person

Drop off all required paperwork in a sealed envelope to one of our three Environment Canterbury counter locations (Kaikoura, Timaru or Christchurch).

INITIAL DISCLOSURE STATEMENT

This document sets out key information about the amounts payable by the ratepayer to Canterbury Regional Council.

Full Name and Address of Creditor

This is the person providing the ratepayer the credit

Name: Canterbury Regional Council
Trading name: Environment Canterbury
Physical address: 200 Tuam Street, Christchurch 8011
Postal address: PO Box 345, Christchurch 8140
Email address: healthierhomes@ecan.govt.nz

Credit Details

To be completed by the creditor, Canterbury Regional Council

Initial unpaid balance: *This is the amount the ratepayer owes to Canterbury Regional Council at the date of this agreement*

\$

Subsequent advances: Nil

Total advances: *This is the amount of all advances made or to be made to the ratepayer*

\$

Interest

Annual interest rate as at the date of this agreement: 5.9%

The annual interest rate is calculated on the basis of Canterbury Regional Council's cost of borrowing and a margin to cover administrative costs.

Method of Charging Interest

Interest charges are calculated at the beginning of the rating year when rates are struck.

If the ratepayer wishes to prepay all of the targeted rate then interest charges will be determined based on daily compounding interest calculated up to the date payment is made.

Credit Fees and Charges

No credit fees or charges (which are not included in the initial unpaid balance) will be payable by the ratepayer.

Payments Required

The amount payable will be added to the ratepayer's rates bill, payable in instalments as selected by the ratepayer i.e. monthly, quarterly or annually.

The first payment will be included in the next rates assessment after the registered supplier has been paid by Canterbury Regional Council.

Full Prepayments

Full payment of the outstanding balance can be made at any time by contacting Canterbury Regional Council to obtain the amount required to clear the advance in full. This will include a credit for interest saved on the remaining term of the advance. There is a \$100 (incl GST) processing fee for early repayment.

Part Prepayments

Part payments of the advance are not accepted for the Healthier Homes Canterbury Scheme. Payments must be made at the agreed rate, or paid off in full.

Continuing Disclosure

Canterbury Regional Council will provide the ratepayer with regular statements every 12 months.

Default

If the ratepayer does not pay any amount due, usual rates penalties will accrue.

Right to Cancel

The ratepayer is entitled to cancel this agreement by giving written notice of the cancellation to Canterbury Regional Council within 5 working days of the date that this disclosure statement is provided to the ratepayer. The ratepayer may give notice of cancellation by posting, emailing or delivering the notice to Canterbury Regional Council.

Dispute Resolution

Name of dispute resolution scheme: Financial Services Complaints Limited

It is free to make a complaint to this independent dispute resolution scheme. This scheme can help the ratepayer to resolve any disagreements the ratepayer has with Canterbury Regional Council.

Contact details of dispute resolution scheme:

Phone: 0800 347 257

Website: www.fscl.org.nz

Physical address: Level 4, 101 Lambton Quay, Wellington 6011

Postal address: PO Box 5967, Wellington 6140

Registration on Financial Service Provider Register

Registration name: Canterbury Regional Council

Registration number: FSP627029