



# Energy Makeovers VEEC Partnership

## Self-Service Terms & Conditions

In providing a VEEC submission to Energy Makeovers Pty Ltd via the Energy Makeovers Pty Ltd' website, the client acknowledges that they have read and accept the following Terms & Conditions:

### 1. Definitions

1. 'Energy Makeovers Pty Ltd' means Energy Makeovers Pty. Ltd., its authorised Agents or Representatives;
2. 'Client' means the person(s) or business who submits a VEEC submission to Energy Makeovers Pty Ltd, whether or not they be the person who assigned the rights to create VEECs to Energy Makeovers Pty Ltd;
3. 'Submission' means any VEEC assignment form that has been properly submitted to Energy Makeovers Pty Ltd via the online portal with all required compliance documentation attached and represents a mere offer to Energy Makeovers Pty Ltd to create and purchase the Certificates associated with that submission;
4. 'Pending' means the submission has been submitted to Energy Makeovers Pty Ltd and is under review pending acceptance or rejection or amendments. This does not bind Energy Makeovers Pty Ltd to accept the offer made;
5. 'Approved' means Energy Makeovers Pty Ltd has approved the submission, subject to the submission being valid in accordance with VEEC compliance requirements. The submission may be subsequently rejected if it is assessed as being invalid by Energy Makeovers Pty Ltd or the Essential Services Commission of Victoria;
6. 'Quarantined' means the submission is under investigation and further information may be required by the client;
7. 'Submitted to Regulator' means that Energy Makeovers Pty Ltd have provided the submission to the VEEC registry and are awaiting confirmation that the submission is valid;
8. 'Paid' means Energy Makeovers Pty Ltd have accepted the submission and authorised the submission for payment. Once a submission is marked 'paid', payment will be paid to the bank account nominated as part of the submission within 7 business days. It is only when Energy Makeovers Pty Ltd authorises a submission for payment that the submission is deemed valid and accepted by Energy Makeovers Pty Ltd. This constitutes acceptance of the offer made by the client;
9. 'Regulator' means the Essential Services Commission (hereinafter referred to as the 'ESC').



10. 'Website' means Energy Makeovers Pty Ltd VEEC creation self-service website, [www.energymakeovers.com.au/veec-certificates-self-service](http://www.energymakeovers.com.au/veec-certificates-self-service).
11. 'Certificate' means a Victorian Energy Efficiency Certificate (hereinafter referred to as a 'VEEC').

## **2. Offer & Acceptance**

1. When a Client sends a submission to Energy Makeovers Pty Ltd via the website, this constitutes an offer to Energy Makeovers Pty Ltd to create and purchase the certificates associated with the submission. The certificate quantity associated with each submission will be the amount of certificates the Regulator attributes to such a claim and not the quantity as submitted by a client.
2. By providing the submission to Energy Makeovers Pty Ltd, the client consents to Energy Makeovers Pty Ltd reviewing and auditing the submission prior to approval. This may involve field audits to visually inspect the product(s) installed and/or decommissioned.
3. Where further information or documentation is requested, the client is required to obtain and provide same to Energy Makeovers Pty Ltd in a timely fashion. An offer is only deemed to have been accepted by Energy Makeovers Pty Ltd when the status of the submission is updated to 'Paid' unless otherwise expressly agreed between the parties.

## **3. Consideration & Price**

1. The current monetary value of a certificate is displayed on the website [www.energymakeovers.com.au/veec-certificates-self-service](http://www.energymakeovers.com.au/veec-certificates-self-service). This displayed price is subject to regular review.
2. When a submission has been accepted by Energy Makeovers Pty Ltd, payment will be made to the nominated bank account as per the price displayed on the website at the time the certificates are registered in Energy Makeovers Pty Ltd VEEC registry account i.e. Quantity of Certificate x Unit value of Certificate as displayed on the website at the time the VEECs are registered.
3. Energy Makeovers Pty Ltd will use its best endeavours to ensure payment is made to the nominated bank account within 7 business days. Energy Makeovers Pty Ltd will not be held responsible where payment is not made due to circumstances beyond its control, for example, incorrect or invalid bank details are supplied.
4. Neither Clause 3.2 or Clause 3.3 will apply in circumstances where:
  - 4.1. the submission is subsequently rejected or failed or returned by the Regulator for any reason ;
  - 4.2. the submission is deemed non-compliant, invalid or illegitimate as may be determined by Energy Makeovers Pty Ltd;



#### **4. Invalid Submissions**

1. Energy Makeovers Pty Ltd, wholly and without prejudice, reserves the right to reject any submission, notwithstanding that the certificate value of the submission has been paid to the client and/or its nominated bank account.
2. Energy Makeovers Pty Ltd will not be liable for any submission that may be rejected/returned and is then found to be outside the cut off time for certificates to be created.
3. Where a submission has been paid to a client incorrectly or is subsequently deemed an invalid claim as determined by Energy Makeovers Pty Ltd, Energy Makeovers Pty Ltd will debit the amount paid against the client's account unless other arrangements are agreed between the parties. This includes where the Regulator deems post installation the products installed are invalid under the scheme. This will be the case even if they are included in the approved product list at the time of installation.

3.1. Each and every client will be responsible for repaying the amount overpaid within 28 days.

3.2. The amount owing may be off set against any future submission, if expressly agreed with Energy Makeovers Pty Ltd in writing.