

Energy Makeovers General Certificate Trading Terms & Conditions

These terms and conditions apply to all STC and VEEC creation activities except commercial lighting VEEC submissions made under VEET schedule 34. For commercial lighting VEEC submissions undertaken under VEET schedule 34, please refer to the “Full Service Commercial Lighting Certificate Terms and Conditions” and/or the “Self Service Commercial Lighting Certificate Terms and Conditions”.

In submitting a VEEC or STC submission to Energy Makeovers via the Energy Makeovers’ website, the client acknowledges that they have read and accept the following Terms & Conditions:

1. Definitions

- 1.1 ‘Energy Makeovers’ means Energy Makeovers Pty. Ltd., its authorised Agents or Representatives;
 - 1.2 ‘Client’ means the person(s) or business who submits a VEEC or STC submission to Energy Makeovers, whether or not they be the person who assigned the rights to create VEECs and/or STCs to Energy Makeovers;
 - 1.3 ‘Submission’ means any VEEC and/or STC assignment form that has been properly submitted to Energy Makeovers via the online portal with all required compliance documentation attached and represents a mere offer to Energy Makeovers to create and purchase the Certificates associated with that submission;
 - 1.4 ‘Pending’ means the submission has been submitted to Energy Makeovers and is under review pending acceptance or rejection or amendments. This does not bind Energy Makeovers to accept the offer made;
 - 1.5 ‘Approved’ means Energy Makeovers has approved the submission and accepts the offer made, subject to the submission being valid in accordance with ESC or REC Registry compliance requirements. The submission may be subsequently rejected if it is not a properly valid VEEC and/ or STC claim;
 - 1.6 ‘Quarantined’ means the submission is under investigation and further information may be required by the client;
 - 1.7 ‘Submitted to Regulator’ means that Energy Makeovers have submitted the submission to the appropriate Regulator and are awaiting confirmation that the submission is valid;
 - 1.8 ‘Paid’ means Energy Makeovers have authorised the submission for payment. Once a submission is marked ‘paid’, payment will be paid to the bank account nominated on the submission within 7 business days. It is only when Energy Makeovers authorises a submission for payment that the submission is deemed valid and accepted by Energy Makeovers. This constitutes acceptance of the offer made by the client;
 - 1.9 ‘Regulator’ means either the Essential Services Commission (hereinafter referred to as the ‘ESC’) or the Clean Energy Regulator (hereinafter referred to as the ‘CER’).
 - 1.10 ‘Website’ means Energy Makeovers Trading website www.trading.energymakeovers.com.au;
 - 1.11 ‘Certificate’ means either a Victorian Energy Efficiency Certificate (hereinafter referred to as a ‘VEEC’) and/ or a Small-Scale Technology Certificate (hereinafter referred to as an ‘STC’)
- ‘Essential Services Commission’ means the Essential Services Commission as established by legislation (the Essential Services Commission Act 2001), hereinafter referred to as the ESC, its authorised Agents or Representatives.

2. Offer & Acceptance

- 2.1 When a client sends a submission to Energy Makeovers via the website, this constitutes an offer to Energy Makeovers to create and purchase the certificates associated with the submission. The certificate quantity associated with each submission will be the amount of certificates the relevant Regulator attributes to such a claim and not the quantity as submitted by a client.
- 2.2 By submitting the submission to Energy Makeovers, the client consents to Energy Makeovers reviewing and auditing the submission prior to approval. This may involve field audits to visually inspect the product(s) installed and/or decommissioned
- 2.3 Where further information or documentation is requested, the client is required to obtain and provide same to Energy Makeovers in a timely fashion. If the price displayed has increased or decreased in the intervening period, Energy Makeovers reserves the right to amend the price to be paid for the associated certificates accordingly.
- 2.4 An offer is only deemed to have been accepted by Energy Makeovers when the status of the submission is updated to ‘Approved’ unless otherwise expressly agreed between the parties.

3. Consideration & Price

- 3.1 The current monetary value of a certificate is displayed on the top left hand side of the website. This displayed price is subject to review twice daily.
- 3.2 When a submission has been approved by Energy Makeovers, payment will be made to the nominated bank account as per the price displayed on the website at the time of submission unless expressly informed otherwise i.e. Quantity of Certificate x Unit value of Certificate as displayed on the website.
- 3.3 Energy Makeovers will use its best endeavours to ensure payment is made to the nominated bank account within 7 business days. Energy Makeovers will not be held responsible if payment is not made due to circumstances beyond its control, for example, incorrect or invalid bank details are supplied.
- 3.4 Neither Clause 3.2 or Clause 3.3 will apply in circumstances where:
 - 3.4.1 the submission claim is in excess of 1000 Certificates;
 - 3.4.2 the submission is subsequently rejected or failed or returned by the relevant Regulator for any reason ;
 - 3.4.3 the submission is deemed non-compliant, invalid or illegitimate as may be determined by Energy Makeovers;
 - 3.4.4 the submission relates to a VEET activity specified in Clause 3.5 or 3.6 below

4. Invalid Submissions

- 4.1 Energy Makeovers, 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'
- 4.2 Energy Makeovers 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.
- 4.3 Where a submission has been paid to a client incorrectly or is subsequently deemed an invalid claim as determined by Energy Makeovers, Energy Makeovers will debit the amount paid against the clients account unless other arrangements are agreed between the parties.
 - 4.3.1 Each and every client will be responsible for repaying the amount overpaid within 28 days.
 - 4.3.2 The amount owing may be off set against any future submission, if expressly agreed with Energy Makeovers in writing.