

Home and Business Battery Scheme

Terms and Conditions

Effective 25 December 2021

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1. Introduction

1.1. Objective

The Home and Business Battery Scheme (the Scheme) has been designed to support the Northern Territory Government's plan for 50% renewable energy by 2030, while maintaining secure, reliable and affordable power for Territorian homes and businesses.

As part of this plan, the Territory is introducing the Scheme which will provide home and business owners with a grant to install a solar PV system including a battery, or add a battery to their existing solar PV system.

2. Definitions

Audit or **Spot Audit** means the Department's right to check original documents and undertake onsite inspections of property where works are completed to ensure the works are carried out in line with a quotation and otherwise in accordance with the terms of the Scheme. As a condition of being registered to participate in the Scheme, the Business agrees to present, upon request by the Department within 10 working days of the request, any Vouchers redeemed, as well as all receipts, quotations and/or invoices related to the works the subject of the Voucher.

Business Owner means the proprietor of a business that is a Territory Enterprise and:

- is not an Excluded Recipient; and
- has its principal place of doing business physically located in the Northern Territory; and
- offers goods and/or services to the public (whether for reward or not); and
- is a valid legal entity and holds a valid ABN in respect of the business as of the date the Scheme was announced (6 April 2020); and
- was offering its services wholly or substantially in the Northern Territory for at least one month at the time of applying for a grant.

For the avoidance of doubt, a not-for-profit organisation is a Business Owner if it satisfies all the stated criteria.

Department means the Northern Territory Government, Department of Industry, Tourism and Trade.

Eligible Business or **Business** is a service provider that is suitably qualified to provide Eligible Works, and in particular meets the following criteria:

- is a Territory Enterprise; and
- is a legal entity (a natural person or an incorporated entity), with or without a registered business name; and
- holds a valid Australian Business Number as of the date the Scheme was announced (6 April 2020); and
- was providing its services wholly or substantially in the Northern Territory as at the date the Scheme was announced (6 April 2020); and
- has and will maintain during the course of the Scheme (and will provide copies upon request), all relevant business, occupation and related permits, licences and insurance coverage required to undertake work in connection with the Scheme, including valid public liability insurance policy with minimum \$10 million cover, Workers Compensation, Professional Indemnity, and all other relevant insurances to cover its usual business risks; and

- meets the requirements, (or employs persons who meet the requirements) of the Power and Water Corporation to duly carry out battery installations; and
- will carry out the labour component of the Eligible Works it provides a quotation to conduct (i.e., does not merely supply products or components to be installed by another business or person), subject to its right to outsource or subcontract electrical works and/or battery installation components of the Eligible Works to appropriately qualified persons under these Terms and Conditions.

Eligible Recipient means either a Home Owner or a Business Owner as the case may be.

Eligible Works are the supply and installation at a Property of a battery and, where relevant, the supply and installation of a solar PV system including panels and/or inverter of appropriate specifications to support the battery. From **2 August 2021**, battery systems must be on the HBBS Approved Battery List, which comprises battery systems that have been assessed as virtual power plant (VPP) capable, to be considered eligible. The HBBS Approved Battery List can be located on the [Northern Territory Government website](#)¹.

The Department will in its absolute discretion decide whether works are eligible under the Scheme. See also Excluded Works.

Excluded Recipients are:

- public and private schools
- private and public educational institutions
- government agencies and government owned bodies
- statutory corporations; and
- local government.

Excluded Works are:

- (a) the supply and installation of solar photovoltaic panels and inverters where they are not being installed simultaneously with a battery; and
- (b) works that are to be carried out by the Eligible Recipient on a 'Do it Yourself' basis; and
- (c) works that are to be carried out by an Eligible Business that is Related to the Eligible Recipient;
- (d) from 2 August 2021, works that include battery systems that are not on the HBBS Approved Battery List referred to above; and
- (e) any other works determined to be excluded by the Department in its absolute discretion.

Home Owner means the registered proprietor of a Property (or if more than one then all the registered proprietors are deemed to be the Recipient). A Home Owner must be one or more natural persons.

Invoice means a compliant invoice issued by an Eligible Business that matches the compliant quotation given by that Business which forms the basis of the Recipient's application for a Voucher.

Property means:

In the case of an application by a Home Owner:

- (a) a property that is situated in the Northern Territory; and

¹ https://nt.gov.au/_data/assets/excel_doc/0014/1014800/hbbs-approved-battery-list.xlsx

- (b) the property is lawfully used for residential purposes by the Eligible Recipient or a tenant of the Eligible Recipient; and
- (c) the building on the Property that is intended to be the subject of Eligible Works has a valid Occupancy Permit/Certificate of Occupancy issued for it.

or

In the case of an application by a Business Owner:

- (a) a building or part of a building situated on a property in the Northern Territory; and
- (b) the Eligible Recipient either owns the Property or has a written agreement with the owner to occupy on a continuous basis ('agreement to occupy'); and
- (c) the Property is being lawfully and solely used for the purposes of carrying on the business of the Eligible Recipient by the Eligible Recipient; and
- (d) if the Property is not owned by the Eligible Recipient, the Eligible Recipient is legally entitled to carry out Eligible Works to improve it; and
- (e) the Property is not used for, nor lawfully able to be used for, residential purposes in addition to business purposes.

Related means:

- (a) in relation to a company:
 - i. a director or member of the body or of a related body corporate; or
 - ii. a Relative of a director or member; or
 - iii. a Relative of the spouse of a director or member; or
 - iv. an employee of the company or a Relative of an employee of the company
- (b) in relation to any other kind of legal entity:
 - i. a proprietor, partner or any other person exercising control (whether on their own or jointly with others) over the management of the Business; or
 - ii. a Relative of any person falling within (b)i. above; or
 - iii. an employee of the Business or a Relative of an employee of the Business
- (c) in relation to a person, means a Relative of that person.

Relative in relation to a person, means the spouse, parent or grandparent, child or grandchild or brother or sister of the person.

Scheme means the Home and Business Battery Scheme.

A Territory Enterprise is a business that satisfies all of the following:

- operating in the Northern Territory - the enterprise is currently engaged in productive activities out of premises within the Northern Territory (i.e., production of goods or delivery of services); and
- has a significant permanent presence - the enterprise maintains an office, manufacturing facilities or other permanent base within the Northern Territory; and
- employs Northern Territory residents.

Voucher means a payment instrument issued by the Department to an Eligible Recipient to use as part payment for invoice issued by the Eligible Business. Each Voucher has a value of up to \$6000 (exclusive of GST), depending on the useable capacity of the battery.

3. Scheme Parameters

3.1. Participation

The Scheme is open to Eligible Businesses and Eligible Recipients.

Applications must be made to the Department and comply with all processes and procedures contained in these Terms and Conditions and that the Department may otherwise set from time to time.

3.2. Value and Use of Vouchers

An Eligible Recipient may apply for a Voucher once as a Home Owner, and once as a Business Owner, if they meet the criteria for both.

Each Voucher will be issued to the Eligible Recipient for an amount calculated at the rate of \$450.00 per kilowatt hour of useable battery capacity up to a maximum amount of **\$6000.00** (exclusive of GST). The value of any Eligible Works over and above this amount must be paid by the Home Owner or Business Owner direct to the Eligible Business.

A Voucher must be used in total to pay for or contribute to payment for the Eligible Works at the Property the subject of the quotation.

A Voucher may only be provided by a Recipient to the Business whose quotation has been accepted by the Department and to no other business or person.

By submitting a quotation, the Eligible Business warrants to the Department and to the Eligible Recipient that it will carry out the Eligible Works in accordance with any requirements of the Power and Water Corporation and otherwise in accordance with all relevant laws. The PV/ battery system designer and installer will hold relevant Clean Energy Council (CEC) accreditation and endorsements and will only install CEC approved products and, from 2 August 2021, battery systems that are on the HBBS Approved Battery List. Information for installers of PV Solar Systems and/or batteries may be found at on the [Power and Water website](#)².

A Voucher must be provided to the Business on completion of the Eligible Works and handover of any relevant electrical or other certifications as required by a competent authority. By surrendering the signed Voucher to the Business the Recipient warrants and declares to the Department that the works have been carried out to their satisfaction.

A Voucher is not redeemable by the Recipient or transferrable to any other person whether or not they are a recipient of a grant under the Scheme.

3.3. Time limits on Eligible Works

Eligible Works must only commence **after** an application has been **approved** by the Department and must be **completed within six calendar months of the date of issue of the Voucher**.

² <https://www.powerwater.com.au/customers/moving-and-building/power-connections>

4. Participation Criteria and Process – Eligible Business (Service Provider)

4.1. Eligibility

To carry out Eligible Works for an Eligible Recipient, the business must be an Eligible Business and must be successfully registered with the Department after providing a quotation to an Eligible Recipient.

4.2. Registration Process

An Eligible Business will be registered by the Department after a Home Owner or a Business Owner submits a quotation for Eligible Works provided by the Eligible Business, subject to satisfactory results of due diligence on the Eligible Business being received by the Department.

By providing quotations to Home Owners and Business Owners, the Business declares and warrants to the Department that it has read, understood and fully accepts these Terms and Conditions and fully releases and indemnifies the Department against any loss or damage the Business may suffer of any nature whatsoever in relation to any works carried out by the Business under the Scheme.

1. Go to <https://nt.gov.au/batteryscheme>
2. Follow the link to the online application form, fill out required details, upload required documents and make the declaration
3. Fill out the NT Government vendor form (if not already registered as a vendor)
4. Make the declaration

4.3. Quotation Process

The Business may provide quotation/s to an Eligible Recipient. Eligible Recipients will lodge the quotation with the Department as part of their application for a Voucher.

Businesses should note that Recipients cannot obtain a Voucher in respect of quotes from Businesses which are Related to (or a Relative of) the Recipient.

The following elements must appear on the quotation:

- Business name
- Australian Business Number
- Business contact person and contact details
- Quotation date
- Quotation expiry date
- Address of proposed works
- Name of Recipient (Recipient)
- Description of works, including make and size of battery and, as relevant, make and size of inverter and solar PV panels
- Total price (clearly showing materials, labour any GST component/s separately)
- An estimate of the start and completion dates of the Eligible Works
- Name, contact details and email address of each sub-contractor to be used and the corresponding value of work undertaken by each sub-contractor (if applicable)

- Payment terms and conditions
- Clearly state that a valid NT Government-issued Voucher will be accepted as part- or full payment upon completion of the Eligible Works.

Download a [quotation template \(docx 26 kb\)](#)³ | [quotation template \(pdf 117 kb\)](#)⁴.

4.4. Invoicing Process

If an application is approved, the Eligible Recipient will be issued with a Voucher.

Once the work has been completed, the Business must submit its valid tax invoice containing the following information to the Recipient:

- Business name
- Australian Business Number
- Contact person and contact details
- Invoice date
- Address of works
- Person(s) invoiced (Recipient) and address/contact details
- Description of works undertaken, including make and size of battery and, as relevant, make and size of inverter and solar PV panels
- Total price (clearly showing materials, labour any GST component/s separately)
- Payment terms and conditions
- Clearly state that a valid NT Government-issued Voucher is accepted as part-payment
- Breakdown of the amount covered by the Voucher and the amount not covered by the Voucher, including showing GST amounts separately as well as the GST for the total invoice

Download an [invoice template \(docx 24 kb\)](#)⁵ | [invoice template \(pdf 116 kb\)](#)⁶.

Note: The invoice must match the approved quotation.

The Business must then obtain both the Voucher and the remainder of monies owing on the invoice from the Recipient and redeem the Voucher through the online redemption process – refer to Clause 1.4.5.

4.5. Voucher Redemption Process

Once the Eligible Works have been completed and the Recipient has paid the invoice using the Voucher (and their own monies, if relevant) to redeem the Voucher the Business must apply to the Department through the online redemption process **within 2 months of the completion of the Eligible Works** (as evidenced by the dated and signed Voucher handed by the Eligible Recipient or by the End Date, whichever is sooner). The Business must log in to their account and provide the following details:

- Business details
- Voucher number

³ https://nt.gov.au/_data/assets/word_doc/0005/813830/home-business-battery-scheme-quotation-template.docx

⁴ https://nt.gov.au/_data/assets/pdf_file/0006/813831/home-business-battery-scheme-quotation-template.pdf

⁵ https://nt.gov.au/_data/assets/word_doc/0008/813833/home-and-business-battery-scheme-invoice-template.docx

⁶ https://nt.gov.au/_data/assets/pdf_file/0007/813832/home-and-business-battery-scheme-invoice-template.pdf

- Voucher amount
- Invoice total
- Total amount paid by the Recipient (minus the Voucher amount)
- Attach a scanned copy of the invoice, receipt and Voucher signed by the Recipient
- Complete the online declaration confirming that the Business will retain the original Voucher, and a copy of the quotation, invoice and receipt and present them to the Department upon request during an Audit
- Complete such other declarations as may be contained in the form of declaration on the website, including (where applicable) that any sub-contractors used have or will be paid within the terms of a valid tax invoice

For assistance with online redemption, Businesses may contact us via <https://nt.gov.au/batteryscheme>.

5. Participation Criteria and Process – Eligible Recipient (Home Owner/Business Owner)

5.1. Eligible Recipient

Only an Eligible Recipient may apply for a Voucher. An Eligible Recipient must not apply for a Voucher if the Eligible Recipient is Related to (or is a Relative of) the Eligible Business that provides a quotation.

5.2. Application Process

Recipients will be able to apply for a Voucher from 9.00am on 14 April 2020.

In order to apply for a Voucher, the Recipient must obtain their quote from an Eligible Business, then go to <https://nt.gov.au/batteryscheme> and follow the links to fill out the online forms and upload the required supporting documentation, as per below steps:

- Follow the link to start a new online application
- Fill out the required details
- Upload proof of identification documents, proof of ownership of the Property and one or two quotation(s) for works as specified in the application form; and
- Submit application.

The Recipient must also complete and electronically sign the declaration contained in the application form.

For assistance with online applications, Recipients may phone 1800 193 111 or email hbbs.dtbi@nt.gov.au and a response will be provided within three to five business days.

5.3. Payment to Eligible Business

At the completion of the Eligible Works, the Recipient is required to:

- sign and date the Voucher;
- remit the Voucher to the Business; and
- pay the difference between the total invoice and the value of the Voucher from their own funds.

Eligible Recipients should note that existing solar customers will be transferred to the new standard feed-in tariff if they take advantage of this Scheme to purchase a home or business battery.

Eligible Recipients that are Jacana Energy customers and receive the premium one-for-one feed-in tariff should note that they will be transferred to the standard feed-in tariff if they take advantage of this Scheme to purchase a home or business battery.

Information for Jacana Energy customers may be found on the [Jacana Energy website](#)⁷.

6. Outsourcing/Sub-contracting

An Eligible Business may outsource and/or sub-contract the electrical works and/or battery installation component of the Eligible Works to another Eligible Business and satisfactory evidence of such must be provided to the Department at the same time as approval for a quotation is sought. Where part of Eligible Works are sub-contracted a sub-contractor must be paid within the terms of a valid tax invoice issued by the sub-contractor to the Eligible Business, regardless of when a Voucher is redeemed.

7. No Incentives

A Business must not offer to a Recipient, and a Recipient must not ask for or accept from the Business (or anyone acting on behalf of the Business), any offer of a benefit (whether monetary or otherwise) to the Recipient or any third party, as inducement to the Recipient to accept a quotation, other than the completion of the Eligible Works set out and described in the quotation.

8. GST

The amount of the Voucher is **exclusive** of GST and if the Business is registered for GST, then GST will be paid by the Department in addition to the total value of the Voucher at the time of redemption. The Recipient therefore only pays GST on the difference between the invoice total and the Voucher value after GST is added.

9. Eligible Works at Risk of Recipient

By applying to register Businesses for participation in the Scheme, the Department gives no warranties, express or implied, as to the suitability or calibre of the Business to conduct the works quoted.

The Department will not carry out any specific enquiries in relation to a Business other than those it deems necessary in its absolute discretion. The Recipient must make all enquiries he/she thinks necessary to ensure that the quoting Business is suitably qualified and experienced to undertake the works, and the Department takes no responsibility whatsoever for any works or conduct by the Business which may not meet the Recipient's expectations, including without limitation works that are of unacceptable standard, quality or workmanship. Further, the Department takes no responsibility for any damage or loss of any kind accruing to the Recipient in the event that the quoting Business fails to complete the work by the cut off dates (or at all), including loss of benefit and use of a Voucher.

By making an application for a Voucher, the Recipient declares and warrants to the Department that it has read, understood and fully accepts these Terms and Conditions and fully releases and indemnifies the Department against any loss or damage he/she/they may suffer of any nature whatsoever (including without limitation personal injury or death) whether in relation to the goods and materials supplied and/or conduct of the works (or lack thereof). The Recipient further confirms that all required permits, certificates and licenses required to carry out the Eligible Works have been obtained, including through the engagement of a building certifier and other relevant professionals.

⁷ https://www.jacanaenergy.com.au/photovoltaic_pv_solar_systems

10. Changes to Scheme

The Department reserves the right to:

- vary these terms and conditions, the eligibility criteria or any other documented rule or procedure relating to the Scheme at any time
- accept or reject any application for participation in the Scheme and/or any application for issue or redemption of a Voucher in its absolute discretion
- decide in its discretion whether a business, an applicant, a property or works do or do not meet the intent of the eligibility criteria for participation (notwithstanding that it may meet the requirements of the relevant definition)
- remove a Business from further participation in the Scheme where the Department has reasonably determined that the Business is no longer an Eligible Business, is in breach of these terms and conditions or is otherwise not complying with the objective, intent or expectation of the Scheme, or
- cease the Scheme at any time should the NT Government policy change in which case no further Vouchers will be issued.

11. Cancellation of Vouchers

Should the Recipient require the cancellation of an approved Voucher, they must phone 1800 193 111 or email hbbs.dtbi@nt.gov.au prior to the expiry of the Voucher.

Note: If a Voucher is cancelled and the Recipient wishes to have a new Voucher issued (for example, because the Recipient and the Business have agreed to vary the works, or the Recipient wishes to use the Voucher with a different Business) the Recipient is required to re-apply for a new Voucher. The new application will be subject to these Terms and Conditions and assessed independently of the first Voucher issued. **No Voucher extensions are granted under the Scheme.**

12. Due Diligence, Audit and Compliance with Law

All participants in the Scheme acknowledge:

- that the Department will conduct such due diligence enquiries as it sees fit in order to ensure the integrity of the Scheme and that the allocated funding is used strictly in accordance with the intent of the relevant government policy. Such enquiries may include (but are not necessarily limited to) company and business name searches on a Business and the Property, onsite inspections of the Property and any other property that may be owned by an Recipient, checks on Eligible Works, searches of the courts and/ or the trustee in bankruptcy; and
- that it is a condition of participation in the Scheme that Businesses and Recipients comply with all relevant laws, and, without limitation, that Businesses ensure they are aware of their obligations under the Independent Commissioner Against Corruption Act 2017 (the Act) and that none of their officers, employees, and/or members engage in improper conduct as that term is defined in the Act.

The Department reserves the right to conduct an Audit at any time before or after redemption or attempted redemption of a Voucher, or within 12 months after the Scheme ends.

By applying to participate in the Scheme and Sub-Schemes, Businesses and the Recipients declare that they agree to the Department having access to any private register of information in relation to the Business or Recipient, and to the Department using, storing and releasing for lawful purposes, their information, including personal information.

13. Privacy

The Department is bound by the Information Act 2002 (NT) and will only ever use information in accordance with the NT Government's Information Privacy Principles. These principles are available at www.infocomm.nt.gov.au/privacy/information-privacy-principles or by contacting the Information Commissioner Northern Territory on 1800 005 610.

Recipients should read the Department's [Privacy Policy](#)⁸ and by providing information to the Department under the Scheme, Businesses and Recipients agree to the following Privacy Statement:

Information collected as part of the Scheme application process is collected in accordance with the Scheme's terms and conditions and for the purposes of assessing participant eligibility, audit; monitoring; evaluation; and reporting.

By applying to participate in the Scheme, you consent to the NT Government:

- (a) storing information, including personal information (such as names and personal contact details);
- (b) using the information, including personal information for the purposes mentioned under the paragraph above;
- (c) transferring some of this information, including personal information, outside of the Northern Territory (but not outside Australia) for the purpose storing it; and
- (d) releasing non-sensitive information, de-identified data in accordance with the NT Government's open data policy.

If you have provided personal information of another individual to the NT Government, you warrant that you have informed the person to whom the personal information relates that the personal information will be provided to the NT Government, and of the NT Government's intended use of this personal information, and that you have obtained consent from all such persons to allow the NT Government to use and disclose their personal information in this manner.

By participating in the Scheme, permission is provided for the Northern Territory Government and/ or third parties approved by the Northern Territory Government to contact participants regarding battery-related trials and programs.

14. Release and Indemnity

By applying to participate and as a continuing obligation throughout any period of participation in the Scheme, the Business and the Recipient declare and warrant to the Department that they have read, understood and fully accept these terms and conditions and fully release and indemnify the Department against any loss or damage he/she/it/they may suffer of any nature whatsoever (including without limitation personal injury or death) caused or contributed to by participation in the Scheme, the conduct of any works or otherwise.

15. Disputes and Complaints

The Department is not responsible for resolving any disputes between Recipients and Businesses. Recipients and Businesses must conduct their own due diligence with regards to their contract to carry out Eligible Works on the Property.

⁸ <https://industry.nt.gov.au/publications/business/policies/privacy-policy>

For disputes relating to building and construction works quoted/planned and/or conducted by the Business at the Property, the Business and the Recipient can go to [building complaints and disputes](#)⁹ and choose the appropriate page and information links.

Consumer Affairs can be contacted on 1800 019 319 or go to www.consumeraffairs.nt.gov.au to find information on [dispute resolution](#)¹⁰.

The Department gives no warranty that these organisations will be able to resolve disputes. If a dispute cannot be resolved in these forums the parties to the dispute will need to take independent legal advice.

For disputes and complaints relating to applications for registration as an Eligible Business, applications for a Voucher and/or Voucher redemption, the Eligible Business or the Eligible Recipient can phone 1800 193 111 or email hbbs.dtbi@nt.gov.au.

16. Mandatory Vaccination Requirements

It is a further condition of this agreement that the Mandatory Vaccination Requirements (COVID 19) – Version 1 on the [Northern Territory Government website](#)¹¹ which condition is incorporated by reference with the same force and effect as though fully set out in this document.

17. Scheme End

The Scheme is the result of a decision by the Northern Territory Government to provide once off funding to increase the uptake of installation of batteries to solar PV systems in Northern Territory homes and businesses.

The Scheme will end when the funds allocated have been fully committed.

⁹ <https://nt.gov.au/property/building-and-development/building-complaints-and-disputes/introduction>

¹⁰ <https://consumeraffairs.nt.gov.au/for-consumers/residential-building-disputes>

¹¹ <https://nt.gov.au/industry/procurement/understanding-the-rules/conditions-contract/covid-19-mandatory-requirements>