

Home and Business Battery Scheme

Terms and Conditions

Current as at 1 July 2023

Contents

1. Introduction	3
1.1. Objective.....	3
2. Definitions.....	3
3. Scheme Parameters	6
3.1. Participation	6
3.2. Value and Use of Vouchers.....	6
3.3. Time limits on Eligible Works.....	7
4. Participation Criteria and Process – Service Provider	7
4.1. Eligibility.....	7
4.2. Quotation Process	7
4.3. Registration Process	8
4.4. Invoicing Process.....	8
4.5. Voucher Redemption Process	8
4.6. Service Providers - Termination of Registration.....	9
5. Participation Criteria and Process – Eligible Recipient.....	10
5.1. Eligible Recipient	10
5.2. Application Process	10
5.3. Payment to Eligible Service Providers	10
6. Outsourcing/Sub-contracting	10
7. No Incentives	11
8. GST	11
9. Eligible Works at Risk of Recipient	11
10. Changes to Scheme	11
11. Cancellation of Vouchers	12
12. Due Diligence, Audit and Compliance with Law.....	12
13. Privacy.....	12
14. Release and Indemnity.....	13
15. Disputes and Complaints	13
16. Scheme End.....	14

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
- holds a valid Australian Business Number (ABN) which was issued in respect of the business at least 6 months prior to submitting an application; 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
- 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 Recipient means either a Home Owner or a Business Owner as the case may be.

Eligible Service Provider or Service Provider is an Eligible business or business 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 (ABN), issued at least 6 months prior to submitting an application for registration with the Scheme; and
- was providing its services wholly or substantially in the Northern Territory for at least 12 months prior to submitting an application for registration with the Scheme; 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 a 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 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. The Clean Energy Council maintains a list of compliant inverters, which can be accessed at <https://www.cleanenergycouncil.org.au/industry/products/inverters/approved-inverters>.

To be considered eligible:

- Battery systems to be installed at a property to which a basic connection service is offered by an electricity network provider must be on the HBBS Battery List.
- Battery systems to be installed at a property to which a basic connection service is not offered by an electricity network provider are not required to be on the HBBS Battery List but must meet all the other requirements at clause 3.2.

The HBBS Battery List comprises battery systems that have been identified as virtual power plant (VPP) capable. The HBBS Battery List can be accessed at <https://nt.gov.au/batteryscheme>

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 Service Provider that is Related to the Eligible Recipient;
- (d) from 2 August 2021, works that include battery systems that are not on the HBBS Battery List referred to above for a property where a basic connection service is not available; 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 Service Provider that matches the compliant quotation given by that Service Provider 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
- (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 Service Provider; or
 - ii. a Relative of any person falling within (b)i. above; or
 - iii. an employee of the Service Provider or a Relative of an employee of the Service Provider
- (c) in relation to a person, means a Relative of that person.

For the avoidance of doubt, the concept of "Related" for the purposes of these terms and conditions extends to entities outsourced and/ or subcontracted by an Eligible Service Provider for the purposes of carrying out the Eligible Works under the application made by a Home Owner or Business Owner.

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:

- 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, and
- 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 Service Provider. Each Voucher has a value of up to \$5000 (exclusive of GST), depending on the useable capacity of the battery.

3. Scheme Parameters

3.1. Participation

The Scheme is open to Eligible Service Providers 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 \$400.00 per kilowatt hour of useable battery capacity up to a maximum amount of **\$5000.00** (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 Service Provider.

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 Service Provider whose quotation has been accepted by the Department and to no other business or person.

By submitting a quotation, the Eligible Service Provider 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 CEC accreditation and endorsements and will only install CEC approved products. Battery systems to be installed at a property to which a basic connection service is offered by an electricity network provider must be on the HBBS Battery List. Information for installers of PV Solar Systems and/or batteries may be found at <https://www.powerwater.com.au/customers/moving-and-building/power-connections>.

A Voucher must be provided to the Service Provider 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 Service Provider 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**.

4. Participation Criteria and Process – Service Provider

4.1. Eligibility

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

4.2. Quotation Process

The Service Provider 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. If your business has not been previously registered with the Department and an Eligible Recipient lodges a quote with your business, the Department we will contact you regarding the registration process.

Service Providers should note that Recipients cannot obtain a Voucher in respect of quotes from providers which are Related to (or a Relative of) the Recipient, including entities to which a Service Provider outsources and/ or subcontracts work under Clause 6 of these terms and conditions.

The following elements must appear on the quotation:

- Business name
- Australian Business Number (ABN)
- 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 \(docx 26 kb\)](https://nt.gov.au/_data/assets/word_doc/0005/813830/home-business-battery-scheme-quotation-template.docx)¹ | [quotation template \(pdf 117 kb\)](https://nt.gov.au/_data/assets/pdf_file/0006/813831/home-business-battery-scheme-quotation-template.pdf)².

¹ https://nt.gov.au/_data/assets/word_doc/0005/813830/home-business-battery-scheme-quotation-template.docx

² https://nt.gov.au/_data/assets/pdf_file/0006/813831/home-business-battery-scheme-quotation-template.pdf

4.3. 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. Successful registration as an Eligible Business under the program is subject to satisfactory due diligence checks by the Department.

By providing quotations to Home Owners and Business Owners, the (Eligible) 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.

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 (ABN)
- 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 \(docx 24 kb\)](#)³ | [invoice template \(pdf 116 kb\)](#)⁴.

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 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 Eligible Service Provider 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 Eligible Service Provider must log in to their account and provide the following details:

³ https://nt.gov.au/_data/assets/word_doc/0008/813833/home-and-business-battery-scheme-invoice-template.docx

⁴ https://nt.gov.au/_data/assets/pdf_file/0007/813832/home-and-business-battery-scheme-invoice-template.pdf

- Business details
- Voucher number
- 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 Eligible Service Provider 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, Eligible Service Providers may contact us via <https://nt.gov.au/batteryscheme>.

4.6. Service Providers - Termination of Registration

The registration of an Eligible Service Provider to carry out works under the Scheme may cease if:

- a) the Department receives a written request from the Provider; or
- b) the Provider does not renew their registration; or
- c) the Department receives multiple written complaints in relation to the Provider or a complaint alleging breach of a law which is found to be substantiated by reasonable evidence; or
- d) the Provider does not meet the Terms and Conditions of the Program; or
- e) the Provider contravenes any agreement to comply with directions of the Department following an allegation of breach of the terms and conditions or breach of any law; or
- f) because the Department has evidence of behaviour that may cause, or be seen to cause negative public impacts upon the Department or Eligible Recipient, at the Department's discretion.

Eligible Service Providers must not:

- a) write or lodge an application for Grants Funding on behalf of an Eligible Recipient;
- b) offer or be seen to offer services to an Eligible Recipient that are contrary to or outside the eligibility criteria under the Program;
- c) advertise or promote the Scheme in a way that can be interpreted as service provider self-promotion or interpreted as the only service provider able to provide the service.

Note: The following statement is permitted – ‘Registered service provider under the Home and Business Battery Scheme. For more information about the Scheme, visit <https://nt.gov.au/industry/business-grants-funding/home-and-business-battery-scheme>’

- d) provide services or advice under the Scheme to a Relative or Related party of the service provider or an Eligible Recipient;
- e) provide goods or services that are Excluded Works under the Scheme;
- f) outsource or subcontract any part of the Eligible Works other than in accordance with Clause 6; or
- g) hold out, declare or insinuate in any way that they are a preferred service provider of the Northern Territory Government whether under this Scheme or otherwise.

5. Participation Criteria and Process – Eligible Recipient

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 Service Provider 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 Service Provider, 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 businessprograms.DITT@nt.gov.au response will be provided within three to five business days.

5.3. Payment to Eligible Service Providers

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

- present the Voucher to the Service Provider through the GrantsNT portal;
- and
- pay the difference between the total invoice and the value of the Voucher from their own funds.

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.

Jacana Energy customers can contact Jacana Energy at <https://www.jacanaenergy.com.au/contact-us>.

6. Outsourcing/Sub-contracting

An Eligible Service Provider may outsource and/ or sub-contract the electrical works and/ or battery installation component of the Eligible Works to another Eligible Service Provider 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 Service Provider, regardless of when a Voucher is redeemed.

7. No Incentives

A Service Provider must not offer to a Recipient, and a Recipient must not ask for or accept from the Service Provider (or anyone acting on behalf of the Service Provider), 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 Service Provider 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 registering a Service Provider for participation in the Scheme, the Department gives no warranties, express or implied, as to the suitability or calibre of the Service Provider to conduct the works quoted.

The Department will not carry out any specific enquiries in relation to a Service Provider 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 Service Provider is suitably qualified and experienced to undertake the works, and the Department takes no responsibility whatsoever for any works or conduct by the Eligible Service Provider 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 Service Provider 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.

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

The Department reserves the right to cancel Vouchers issued where there is reasonable evidence that a Recipient or a Service Provider has breached the Schemes Terms and Conditions or otherwise engaged in conduct in breach of the law. In such a case, the Department will provide the Recipient written notification of a cancelled voucher.

Should the Recipient require the cancellation of an approved Voucher, they must phone 1800 193 111 or email businessprograms.DITT@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:

- (a) 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
- (b) that it is a condition of participation in the Scheme that Businesses and Recipients comply with all relevant laws, and, without limitation, that Businesses warrant they are aware that they are a public body for the purposes of the *Information Commissioner against Corruption Act (NT) 2017* and that they must not engage in improper conduct as defined in that Act and are required to report any suspected improper conduct of another public body (whether that body is a participant or not) in the course of participating in the Scheme.

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 Policy⁵](#) and by providing information to the Department under the Scheme, Businesses and Recipients agree to the following Privacy Statement:

⁵ <https://industry.nt.gov.au/publications/business/policies/privacy-policy>

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 NT Government and/ or third parties approved by the NT 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 Service Providers. Recipients and Service Providers must conduct their own due diligence with regards to their contractual obligations and conducting the Eligible Works on the Property.

For disputes relating to building and construction works quoted/planned and/or conducted by the Service Providers at the Property, the Recipient can go to [building complaints and disputes](#)⁶ 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](#)⁷.

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.

⁶ <https://nt.gov.au/property/building-and-development/building-complaints-and-disputes/introduction>

⁷ <https://consumeraffairs.nt.gov.au/for-consumers/residential-building-disputes>

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

16. Scheme End

The Scheme is the result of a decision by the NT 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.