

ENVIRONMENTAL UPGRADE AGREEMENT APPLICATION

TERMS & CONDITIONS

1. THIS DOCUMENT

The terms and conditions set out in this document apply in respect of your Application for an environmental upgrade agreement.

2. THE APPLICANT

2.1 Obligations of the Applicant

In submitting the Application Form the Applicant:

- (a) certifies that they have read and understood the “Environmental Upgrade Agreement”, and the Application Guide and understand the requirements of environmental upgrade finance which can be found at <http://www.sustainablemelbournefund.com.au/euf;>
- (b) authorises the Sustainable Melbourne Fund to obtain from the Hobsons Bay City Council property and rates information in respect of the property that is the subject of the Application necessary for verifying your eligibility for environmental upgrade finance;
- (c) agrees that they will provide annual reporting on energy, water and other savings generated by the proposed environmental upgrade works to the Fund, and understands that this information may be used to develop media and communications materials, fact sheets and case studies and to measure program performance;
- (d) agrees to pay all other applicable fees (as outlined in the Application Guide) if the application is successful and the applicant proceeds with the project under an Environmental Upgrade Agreement.

2.2 Warranties and Indemnities provided by the Applicant

- (a) the Applicant warrants that all statements, information, documents and representations made and provided by the Applicant in connection with the Application are true and correct.
- (b) The Applicant acknowledges that the Sustainable Melbourne Fund will rely on the correctness of the above statements, information, documents and representations when processing the Application and, if the Application is successful, when considering the project under an Environmental Upgrade Agreement.
- (c) The Applicant agrees to indemnify the Sustainable Melbourne Fund and Hobsons Bay City Council against any loss or damage whatsoever suffered as a result of any action, proceeding, claim, demand, prosecution or circumstance arising out of the performance, non-performance or breach by the Applicant of any warranty in connection with the Application.

3. THE FUND

3.1 Obligations of the Fund

On receipt of the Application Form, the Sustainable Melbourne Fund will:

- (a) abide by the relevant privacy laws in relation to any personal information sought or collected in relation to an Application and only use that information for the purposes of processing the Application and developing media and communication materials, fact sheets and case studies;
- (b) seek prior approval from the Applicant if it intends to use the information gathered in connection with the Application for any other purpose other than processing the Application and developing media and communication materials, fact sheets and case studies (any materials developed will not be published publicly without the Applicant given the opportunity to view them first);
- (c) contact the Applicant where additional information is required in order to assess the Application; and
- (d) at all times during the Application process use reasonable endeavours to process the Application Forms within the timeframes stated in the Application Guide.

4. LIMITATION OF LIABILITY

- (a) Neither the Sustainable Melbourne Fund nor the Hobsons Bay City Council are liable for any loss or damage sustained (or that may be sustained), including but not limited to indirect or consequential (including economic) loss as a result of any act or omission whether negligent or otherwise by the Sustainable Melbourne Fund, or its servants or agents, in connection with an Application.
- (b) To the extent permitted by law, the Sustainable Melbourne Fund and Hobsons Bay City Council expressly disclaim all conditions and warranties, express or implied, in respect of the Application.