

Agreement

Between

GB Environmental Trading Pty

Ltd And

Company Name:

ABN:

**VEU Scheme Participant
Agreement**

Definitions

Unless specifically defined in this Agreement, definitions in this Agreement reflect the definitions and terminology used in the Victorian Energy Efficiency Target Act 2007 ("Act"); and the Victorian Energy Efficiency Target Regulations 2008 ("Regulations") and the Victorian Energy Efficiency Target Guidelines June 2016 ("Guidelines") as amended. Terms defined in the Act, Regulations and

Guidelines are identified in *Italics* below. "Greenbank" means: GB Environmental Trading Pty Ltd
(ACN: 604 328 734)

Consideration

Both parties agree that by entering into this Agreement the consideration granted for each party's mutual performance is satisfied through these exchanges of promises.

Recitals

The Victorian Energy Efficiency Target Scheme ("VEET Scheme") commenced on 1 January 2009 and was established by the Act establishing the broad framework of the VEET Scheme which provides a financial incentive to consumers of electricity or gas (s.16 (2)) at residential premises ("Owners") to reduce their consumption and greenhouse gases that would otherwise not have occurred if the prescribed activities (s.15) were not undertaken (Regulation 1(a)).

- a. Certificates may only be created by: the consumer (s.16 (1) (a)); or a holder of an assignment of the right to create a certificate (s.16 (1) (b) & 16(3)), in both instances, who is an accredited person (s.16(1)).
- b. The Regulations provide more specific Guideline on what prescribed activities may be undertaken for which certificates maybe created (as detailed in Regulation 6(a) & Schedule 1 to Regulation 6(z) & Schedule 26 inclusive); the manner in which the right to create certificates maybe assigned (Regulation 6A & 6B); Record Keeping (Regulation 6B); conditions, methodology and timing of certificate creation (Regulation 7, 8, 10); and register of products (Regulation 9).
- c. The VEET Scheme Target ("VEET Target") (s.30) is allocated to relevant entities, which can meet their VEET Target by surrendering certificates created by accredited persons. The Essential Services Commission ("ESC") is the Scheme Administrator (s.7).
- d. The Contractor contracts with the Owner for the supply and/or installation of prescribed activities at the premises ("Services"). Following the provision of Services, the Contractor arranges for the Owner to assign to Greenbank the right to create certificates by an independent VEEC Assignment Form (available on the website www.green-bank.com.au/forms/) between Greenbank and the Owners. ("VEET Scheme Assignment Form").
- e. The Contractor will use its reasonable endeavors to arrange for the Owners to assign to Greenbank the right to create certificates on the basis that, in exchange for the assignment to Greenbank, Greenbank will pay to the Contractor on the original consumer's behalf, for the Services as a point of sale payment. When directed by Greenbank, the Contractor will use paper forms to assign any certificates to Greenbank.

- f. This Agreement includes the Recitals and governs the contractual relationship between the parties during the term of this Agreement for every Service by the Contractor resulting in a VEET Scheme Assignment Form being received by Greenbank.

Agreement

1. Conduct of Contractor's business

1. The Contractor acknowledges there is a penalty for providing misleading information to Greenbank and the Essential Services Commission (ESC) under the Act, Regulations and Guideline.
2. The Contractor represents and warrants that it will:
 2. comply with the Act, Regulations, Guideline, standards, other ESC Guideline and all other applicable foreseeable laws and Guidelines relating to the Services and the assignment of certificates including, without limitation, laws concerning misleading and deceptive conduct, fair trading and consumer protection;
 3. comply with all applicable areas of the VEU Code of Conduct. Which took effect from 1 July 2022. The code outlines what accredited persons and scheme participants must do at various points along the certificate creation lifecycle. Though many of these obligations are not new, a certificate must not be created unless the code has been followed. By signing you acknowledge you have read and understood the code.
 4. Acknowledge that Greenbank is relying on the information provided by the Contractor to create and register certificates;
 5. inform Greenbank within seven business days of first becoming aware of any facts or opinions that the Contractor believes are likely to be relevant in relation to the registration of certificates whether advantageous or disadvantageous to the interests of Greenbank (e.g. Suspicious counterfeit products);
 6. Provide additional audit and other information required by the ESC within the timeframe under the Act/Regulations/Guideline or earlier if requested by Greenbank;
 7. Refund any monies if paid incorrectly, due to duplication of forms, administration error, or certificates are not able to be registered.
 8. prior to commencing the Services or as requested by Greenbank:
 - I. Provide Greenbank with a current list of contractors working for the Contractor to perform the Services in regards to the VEET scheme. The Contractor warrants that it will inform Greenbank of any contractor who is no longer working on its behalf or any newly appointed Contractors;
 - II. Provide Greenbank with a copy of a current drivers, electrical and or plumbing license photo identification of all its current contractors;
 - III. And annually, provide Greenbank with a copy of its and/or the commissioning contractor's public liability policy plus a current certificate of currency and evidence that all premiums payable have been paid and in full form and effect (Guideline Note 4.3);
9. Not pre date or pre sign any VEET Scheme Assignment Forms before the Services have occurred;
10. The Contractor who signs the VEET Scheme Assignment Form must have viewed/supervised the Services at the site specified on the VEET Scheme Assignment Form;
11. Indemnify Greenbank for any direct/indirect/consequential losses Greenbank may suffer due to the Contractor (or its employees or contractors) committing either a material

breach (including but not limited to an insolvency related event, serious breach or persistent breach of this

Agreement ("Material Breach"), or fraud or negligence in the following instances (without limitation), namely:

- I. Greenbank is required to surrender any of its certificates or make good;
 - II. Greenbank's accreditation is cancelled or suspended under the Act, Regulations, Guideline or other law;
 - III. Enforcement action is taken by the ESC or other third party for breach of the Act, Regulations, Guideline or other law
- I. Greenbank is required to purchase certificates from a third party
 - II. Any GST liability for which the Contractor is solely liable arising from the Services
 - III. Greenbank incurs non-refundable certificate registration fees due to any certificate not being registrable
 - IV. The ESC imposes restrictive conditions on to Greenbank's accreditation.
 - V. Any liability incurred by Greenbank due to damage, modification or loss of the Web Application
 - VI. The Contractor will keep all records in respect of any Services in which a VEET Scheme Assignment Form was received by Greenbank for six (6) years from the date of the VEET Scheme Assignment Form and will provide such records to Greenbank within seven business days following Greenbank's request;
 - VII. The Contractor must provide to Greenbank all the following information, unless otherwise specified, within seven business days of Service:
 - I. That the Owner has not previously made another assignment in respect of this or any other similar Service at their address unless otherwise prescribed (Regulation 8);
 - II. That the ESC will require in respect of the Services;
 - III. That the Services are not required to comply with the Building Code (Regulation 10(1)(a)) or other nominated statutory requirement; including but not limited to the Electricity Safety Act 1998, the Gas Safety Act 1997, the Occupational Health and Safety Act 2004 or the Building Act 1993 (Regulation 10(1)(c) and Guideline Note 5.3);
 - IV. A copy of the tax receipt issued to the Owner for the Services;
 - V. That the Owner is solely contractually liable for the electricity or gas and if not, has the authority to assign the right to create certificates Greenbank on their behalf
 - VI. Provide written evidence that all individuals undertaking Services comply with the relevant training requirements (Guideline Note 6.2.2); and
 - VII. Confirming that any electrical wiring associated with the Services was undertaken by an electrical worker holding an unrestricted license for electrical work in the relevant State or Territory;

- VIII. In dealing with an Owner wanting to assign to Greenbank the right to create certificates, the Contractor must: Communicate to the Owner the eligibility rules and methods of calculating certificates for the prescribed activities;
- IX. Confirm that the person signing the form is in fact the Owner and is over eighteen (18) years of age;
- X. Inform the Owner that once the certificates are assigned to Greenbank by them, the Owners release and extinguish their rights to the certificates;
- XI. Clearly explain to the Owner that certificates are currently a share like interest and that the price of certificates is dependent on supply and demand in the market for certificates;
- XII. Use Greenbank's current VEET Scheme Assignment Form and other relevant forms;
- XIII. before the Owner signs the current VEET Scheme Assignment Form inform the Owner that they must not assign certificates to a third party after signing the VEET Scheme Assignment Form or ask Owners to sign two VEET Scheme Assignment Forms (Regulation 8)
- XIV. Collect from the Owner and forward to Greenbank all the necessary information to support the assignment of the right to create certificates from the Owner to Greenbank (Guideline Note 8.6);
- XV. Provide a copy of the VEET Scheme Assignment Form and other relevant documents to the Owner (Guideline Note 8.8);
- XVI. Confirm that it will keep all information supplied by the Owner to the Contractor in accordance with the Information Privacy Act 2000 (Vic).
- XVII. Without limiting the Contractor's obligations under clauses 1.2 and 1.3 the Contractor must:
- XVIII. At all times conduct its business in a manner that will not detrimentally impact on the name and/or reputation of Greenbank;
- XIX. Not describe, represent or warrant itself as an employee, agent or representative of Greenbank except as authorized by this Agreement;
- XX. Distribute forms and promotional material provided by Greenbank;
- XXI. Follow Greenbank's reasonable instructions in relation to the Contractor's obligations under this Agreement;
- XXII. Train and educate its employees and contractors about Greenbank's business and processes;
- XXIII. Work with Greenbank to make every effort to avoid/resolve providing duplicate serial numbers, improper creations or over creations of certificates; and
- XXIV. Keep up to date with relevant prescribed activities and products and warrants that any certificate assigned to Greenbank is for a prescribed activity.
- XXV. Payment Terms
 - 1. Greenbank payment terms are Nett [ten (10) to fourteen (14)] business days after receipt of a fully completed and correct VEET Scheme Assignment Form including all required supporting documents

1. Greenbank may withhold payment and/or set-off any amounts of money claimed by the installer/supplier due to any incorrect or overpayment by Greenbank to the installer/supplier on an earlier transaction
2. Term of Agreement
 1. This Agreement establishes the contractual relationship between the parties for each and every Service resulting in a VEET Scheme Assignment Form being received by Greenbank from the Contractor.
 2. This Agreement commences on the earlier occurrence of:
 3. the date of this Agreement; or
 4. the date when an VEET Scheme Assignment Form is received from the Contractor by Greenbank (as long as a copy of this Agreement has been provided to the Contractor either before the commencement of the Service or within twenty one (21) business days following the receipt of the VEET Scheme Assignment Form by Greenbank). ("Commencement Date")
 5. This Agreement will continue from the Commencement Date for a period of twelve (12) calendar months following, which it will expire. The Agreement will automatically be extended for a further period of twelve (12) calendar months once only if:
 6. A VEET Scheme Assignment Form is received by Greenbank from the Contractor after expiry of this Agreement; or
 7. The parties agree in writing to extend the term.
 8. Notwithstanding clause 3.1-3.3 or 4 of this Agreement, the parties acknowledge that clauses 1.2(c), (d), (e), (i), (j), (k), 1.3, 1.4, 5, 7 & 8 will continue post expiry or termination of this Agreement.
9. Termination

Greenbank may terminate this Agreement:

1. For a Material Breach of this Agreement; and/or
2. For a Fraudulent/negligent act or omission by the Contractor (or its employees/contractors); and/or
3. By agreement between the parties; and/or
4. If, in the sole discretion of Greenbank, the Installer/Supplier has not acted in good faith, honestly and reasonably towards Greenbank, Owners or other relevant third parties

The Agreement will automatically terminate on the expiry or termination of the VEET Scheme.

1. Consequences of Termination

If Greenbank terminates this Agreement in accordance with clauses 4.1 or 4.2, the Contractor represents and warrants that it will:

1. continue to comply with its continuing obligations under clause 3.4 of this Agreement;
2. if required, rectify any Service to the standards required under this Agreement as well as facilitate the assignment of the certificates from the Owners to Greenbank; and

1. Compensate Greenbank for its direct/indirect/consequential losses in having the Contractor (or a third party) rectify the Services to the standards required plus the cost of any certificates not able to be registered by Greenbank.

2. Greenbank Warranties

Subject to the Contractor's obligations under this Agreement, Greenbank warrants to the Contractor that:

1. It is an accredited person in accordance with sections 9 & 12 of the Act and Guideline Note 3 & 4;
2. All certificates submitted to ESC for registration will be in the approved form in accordance with sections 16-19; 21 & 22 of the Act and Guideline Note 7; and
3. If its accreditation is suspended or cancelled pursuant to clause 14 of the Act it will immediately notify the Contractor.

4. General Requirements

The parties acknowledge and agree the following:

1. This Agreement is subject to the laws and exclusive jurisdiction of Victoria;
2. This is the entire Agreement of the parties;
3. No term of this Agreement is waived unless agreed in writing;
4. This Agreement will not be invalid, unenforceable or unlawful, simply because one provision of the Agreement is such;
5. Greenbank does not represent, warrant or guarantee the technical capacity and/or efficiency of any Service;
6. The Contractor is an independent contractor
7. This Agreement may be executed in counterparts so that each party executes their own version and exchanges with the other party to form a binding Agreement;
8. Any variation or extension to this Agreement must be agreed between the parties in writing;
9. The Contractor acknowledges that Greenbank may publicly reference the name of the Contractor following a breach of this Agreement on its website or to a relevant third party;
10. Nothing in this Agreement shall be construed against Greenbank simply because the Agreement was drafted by Greenbank and the Contractor warrants that it procured legal advice prior to the Commencement Date;
11. Where several words precede a general word and point to a confirmed meaning the general word shall not limit the meaning of such words, subjects or classes listed;
12. Greenbank may set-off any amounts owed by Greenbank to the Contractor with any amounts the Contractor owes to Greenbank;

1. If Greenbank requests the Contractor to perform any obligations under this Agreement as a matter of urgency, then such action shall be taken as a matter of priority to the Contractor's other contractual arrangements;
2. No party will disclose any information that a reasonable person would consider to be confidential in nature, including pricing, without the other parties written consent or unless required to do so by law, for the purpose of legal proceedings, if the information is already in the public domain, or if the information was received from a third party; and
3. If a dispute arises in connection with this Agreement, then the party in dispute shall issue to the other party a notice of dispute ("Notice"). The Chief Executive Officers (or other senior executives with the power to resolve the dispute) shall meet together within seven business days of receipt of the Notice to attempt to resolve the dispute. If the dispute is not resolved within fourteen

(14) business days of the parties' first meeting, only then may either party refer the dispute to the courts of Victoria.

1. The Contractor warrants that it will not register a "financing statement" or otherwise perfect a "security interest" over any "personal property" of Greenbank unless expressly agreed in writing. However, Greenbank may register a "financing statement" over the "personal property" of the Contractor if so desired. The terms in quotation marks have the meaning described in the Personal Property Securities Act 2009 (Cth) ("PPSA")
2. The Greenbank Privacy Policy is available on our website in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. The policy includes information about how we could store your "personal information" as an "individual" as well as how you can complain about a breach of the APPs and how to make a complain. We are highly unlikely to disclose your "personal information" overseas as we primarily deal in mainly domestic transactions.

4. VEU Installer License & Registration Requirements

8.1 Licensing requirements for installers undertaking water heating activities and guidance on these requirements as administered by VBA and ESV (**Activities 1C,1D,3C & 3D**)

8.1.2 Plumbing work – All plumbing work involved in decommissioning and/or installing a water heating product must be undertaken by an appropriately registered or licensed plumber with the VBA in accordance with the Plumbing Regulations 2018, and registered plumbers must be supervised by a licensed plumber when undertaking the plumbing work.

8.1.3 Electrical work - All electrical work involved in decommissioning and/or installing a water heating product must be undertaken by an appropriately licensed electrician with ESV in accordance with the Electricity Safety (Registration and Licensing) Regulations 2020.

8.2 Licensing requirements for installers undertaking space heating and cooling activities (**Activity 6**)

8.2.1 Plumbing work - All plumbing work involved in decommissioning and/or installing a space heating and cooling product must be undertaken by an appropriately registered or licensed plumber by the Victorian Building Authority (VBA) - See Victorian Building Authority website for the different classes of plumbing works and the difference between registered

and licensed plumbers. Registered plumbers must be supervised by licensed plumber when undertaking the plumbing work.

8.2.2 Electrical work - All electrical work involved in decommissioning and/or installing a space heating and cooling product must be undertaken by an appropriately licensed electrician by Energy Safe Victoria.

8.2.3 Handling of refrigerants - All work involving the handling of fluorocarbon refrigerants (refrigerants covered by the Ozone Protection and Synthetic Greenhouse Gas Management Act) must be undertaken by a person holding the relevant refrigerant handling licence issued by the Australian Refrigeration Council. See Arctick website for detail of type of licenses required depending on type of work to be carried out.

1. Licensing requirements for installers undertaking space heating and cooling activities (**Activity 44**)

1.1. **Installation** must be undertaken by personnel holding the following licenses as required by legislation: a **plumber** licence registered with the Victorian Building Authority for gas fitting and water supply classes, an **electrician licence** registered with Energy Safe Victoria or a Restricted Electrical Worker registered by Energy Safe Victoria with suitable training in water heating appliances (where wiring work is undertaken) , relevant **refrigerant handling licence** issued by the Australian Refrigerant Council when handling fluorocarbon refrigerants covered by the Ozone Protection and Synthetic Greenhouse Gas Management Act 1989 (Cth). See Arctick website for detail of type of licenses required depending on type of work to be carried out.

1.2. **Decommissioning** - electric resistance hot water heater or boiler or gas hot water heater or boiler must be undertaken by personnel holding the following qualifications as required by legislation: a **plumber licence** registered with the Victorian Building Authority for gas fitting and water supply classes, an **electrician licence** registered with Energy Safe Victoria with suitable training in water heating appliances (where wiring work is undertaken) a **gas fitter licenced** and registered with the Victorian Building Authority to work on Type B gas appliances.

2. VEU safety training and licensing requirements for Double Glazing (**Activity 13**) - Exemptions apply for fully qualified and licensed electricians and plumbers, and registered builders

2.1. - Safety training competency units, must complete

Group A - VU23076 - Retrofit to improve energy and water efficiency

Group B – one of the following units :

- I. CPCCM2012 - Work safely at heights
- II. CPCCCM2010 - Work safely on scaffolding higher than two meters
- III. RIIWHS204E - Work safely at heights

Executed as an agreement.

Signed for and on behalf of
GB Environmental Trading Pty Ltd by its duly authorized representative
Name RIA OHEHIR

Title: CEO	Signature:	Ria O’Hehir
Signed for and on behalf of the Company by its duly authorized representative		
Name:		
Title:	Signature:	
Company :		
Date signed:		