



Australian Government

Energy Efficient Homes Package

Information on the Home Insulation Program (the Program)

Terms and Conditions of Registration

To be included on the Installer Provider Register (the Register) you must agree to:

Competencies

- a) comply with the relevant skills, experience and training competencies specified at: www.environment.gov.au/energyefficiency

Installation

- b) install insulation products that meet the insulation product standard - AS/NZ 4859.1:2002 (incorporating amendment 1, Dec 2006) "Materials for the Thermal Insulation of Buildings";
- c) install insulation in accordance with:
 - (i) AS 3999-1992 'Thermal insulation of dwellings – bulk installations – installation requirements'. You should note that clause 4.2 (e) of AS 3999-1992 is replaced with clause 4.5.2.3 of AS/NZS 3000:2007 and figure 4.5 of AS 3999-1992 is replaced with figure 4.7 of AS/NZS 3000:2007 for the wiring rules for the minimum clearance distances from recessed luminaries, including down lights; or
 - (ii) Part 3.12.1 'Building Fabric', 3.12.1.1 'Building fabric thermal insulation' and 3.12.1.2 'Roofs' of the Building Code of Australia where insulation products fall outside the scope of AS 3999-1992. You should note that Table 3.12.1.1 'Roofs-Minimum Total R-value' in the BCA is substituted for Table 1 from the Program guidelines;
- d) in relation to each dwelling, comply (as a minimum) with the specified R-value outlined in the Program guidelines for the climate zone where the dwelling is located, and the direction of heat flow;

Records and dealing with information

- e) keep full and accurate records in relation to all aspects of your participation in the Program including but not limited to keeping copies of all certificates of insurance, Work Orders*, tax invoices, training, qualifications/competencies, payslips, evidence of payments to suppliers e.g. bank statements, delivery dockets and contracts with subcontractors, for a period of 5 years and if requested to do so provide copies to the Commonwealth and permit the Commonwealth or persons

authorised by the Commonwealth to have access to those records and to take copies of those records;

- f) provide evidence acceptable to the Commonwealth of your compliance with these terms and conditions and of the accuracy of any details provided, if requested to do so by the Commonwealth and agree that all employees and subcontractors will participate fully with audit procedures conducted by the Commonwealth;
- g) in relation to any customer information acquired through your participation in the Program, keep that information secure in order to prevent misuse or unauthorised disclosure and not use or disclose it for any purpose apart from the purposes of the Program, without the agreement of the individual(s) to whom the customer information relates;
- h) ensure that a Work Order*, in the form supplied by the Commonwealth, is completed and signed by the householder, landlord or authorised representative (as applicable) and by the installer, in relation to each dwelling in which ceiling insulation is installed;
- i) ensure that all information lodged electronically or otherwise with the Commonwealth for the purpose of claiming payment in relation to the installation of insulation in a dwelling is consistent with the information set out in the signed Work Order* relating to that dwelling;

General Requirements

- j) maintain, for the entire period you remain on the Register:
 - (i) workers compensation insurance as required by the law in the jurisdiction(s) in which the installation work is being performed;
 - (ii) public liability insurance with a limit of liability per "occurrence" or "event" of not less than \$10 million; and
 - (iii) property damage insurance with a limit of liability per "occurrence" or "event" of not less than \$10 million;
- k) advise the Commonwealth immediately if you become aware, or if you reasonably believe, that any insurance policy required for the purposes of sub-paragraph j) is, or will be, cancelled or not renewed, or if the coverage of the policy will be materially reduced or if there has been non-compliance with any conditions of such a policy;
- l) indemnify the Commonwealth, including its employees, officers, subcontractors and agents, to the extent of any cost, loss, liability or injury caused by any negligent, unlawful or wilful act or omission, or the use of faulty or unsuitable materials, by you or your employees, officers, subcontractors, agents and volunteers in relation to installation of ceiling insulation, or a breach of these terms and conditions;
- m) not represent yourself as an agent of the Commonwealth, or as in any way being endorsed by the Commonwealth;
- n) comply with the Program guidelines (as updated from time to time) and all relevant Commonwealth, State, Territory and local government laws and regulations;
- o) ensure that all information provided to the Commonwealth in relation to your participation in the Program is true and accurate;
- p) if any of the details you have provided to the Commonwealth change, update that information as soon as possible;

- q) provide information regarding the Program to householders, landlords and tenants as required by the Commonwealth;
 - r) if you become insolvent, are declared bankrupt or cease to carry on a business, advise the Commonwealth immediately;
 - s) comply with all of these terms and conditions notwithstanding that you may have subcontracted all or any part of the installation work;
 - t) advise the Commonwealth immediately if you have not complied with any of these terms and conditions; and
 - u) the obligations in the terms and conditions in sub-paragraphs e), f), g) and l) survive your removal from the Register or the cessation of the Program.
- * Each Registered Installer will be issued with a Work Order Book following confirmation of their registration

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