

CleanBC Better Homes Income Qualified Program Registered Contractor Terms and Conditions



The Province of British Columbia as represented by the Minister of Energy, Mines and Low Carbon Innovation (the "Province") has developed the CleanBC Better Homes Income Qualified Program (the "Program"). The CleanBC Better Homes Income Qualified Program Rebate Eligibility Requirements and Participant Terms and Conditions are available at betterhomesbc.ca (together, the "Program Rebate Requirements").

Contractors installing upgrades and applying for rebates under the Program agree to comply with and be bound by these CleanBC Better Homes Income Qualified Program Registered Contractor Terms and Conditions (the "Registered Contractor Terms and Conditions" or "Agreement").

1. **Administrators.** The Program is administered, in whole or in part, by the Province and CLEAResult Canada Inc. ("CLEAResult Canada"), (together the "Administrators"), in collaboration, from time to time, with additional third-party contributors (each, a "Collaborating Party"). Any Administrator may rely on and enforce the Registered Contractor Terms and Conditions.
2. **Program overview.** Each person who has met the Rebate Eligibility Requirements and received a Program eligibility code ("Participant"), who makes eligible upgrades in a home in accordance with the Program Rebate Requirements ("Upgrade(s)") is eligible to receive a rebate for such Upgrade(s) through the Program. Upgrades must be completed by a Registered Contractor, as defined in section 4. Program rebates will be paid directly to the Registered Contractor and the Registered Contractor agrees to deduct the rebate(s) value in dollars (\$) from the Participant's balance owing to the Registered Contractor on their invoice for the Upgrade(s).
3. **Eligibility as a Participant.** To be eligible for a rebate(s) under the Program, each Participant and each Upgrade must satisfy the eligibility and other requirements set out in the Program Rebate Requirements.
4. **Eligibility as a Registered Contractor.** To be eligible to participate in the Program as a Register Contractor, you must meet and remain in compliance with these Registered Contractor Terms and Conditions and the applicable Schedules to this Agreement, as defined below; complete Program-specific training as contemplated in section 11(c); and meet each of the following requirements, as applicable:
 - a. **Heat pump and insulation contractors:** All requirements to be and maintain standing as a Program Registered Contractor, as such term is defined by the BC Hydro and Power Authority ("BC Hydro") and FortisBC Energy Inc. and FortisBC Inc. (collectively, "FortisBC") or Home Performance Contractor Network member, as such term is defined by the Home Performance Stakeholder Council ("HSPC") and Schedules A, C, and D;
 - b. **Fenestration contractors:** All requirements to be and maintain standing as a Home Performance Contractor Network member, as such term is defined by the HPSC and Schedules A, C, and D; or
 - c. **Ventilation, health and safety, and electrical contractors:** The requirements set out in Schedules A, B, C, and D.

If there is a conflict between these Registered Contractor Terms and Conditions and the terms of a program listed in section 4(a) or 4(b) such that there are conflicting requirements for the same obligation, then the Registered Contractor must comply with the more onerous obligation. If there is a conflict that cannot be resolved by compliance with the more onerous obligation, then these Registered Contractor Terms and Conditions will prevail.

5. **Insurance.** Registered Contractors who are Program Registered Contractors and Home Performance Contractor Network members, as such terms are used in section 4(a) or 4(b), must carry insurance as required under the respective programs, and must provide the Administrators evidence of all required insurance upon request, in a form acceptable to the Administrators. Registered Contractors who are ventilation, health and safety or electrical contractors must comply with the insurance requirements defined in Schedule B.
6. **Effective dates.** The Program Rebate Requirements and Registered Contractor Terms and Conditions are applicable to Upgrade invoices dated on or after October 1, 2022.
7. **Eligibility verification.** The Registered Contractor agrees that the Administrators may review the operations of any Registered Contractor and its performance of services for Participants under the Program, including by conducting site verification and/or reference checks of work performed and obtaining and reviewing Participant invoices to assess and confirm service performance, conduct of business, and ensure compliance with these Registered Contractor Terms and Conditions.
8. **Acceptance.**
 - a. The Administrators reserve the right to approve Registered Contractors and may deny applications to become a Registered Contractor under the Program if they are incomplete, inaccurate, or do not meet the Program Rebate Requirements, these Registered Contractor Terms and Conditions, or any other requirement imposed by BC Hydro, FortisBC, or HPSC in relation to their various contractor programs, or if the Administrators otherwise determine that a Registered Contractor is not meeting Program or quality standards.
 - b. Administrators are not liable for lost, delayed, damaged illegible or incomplete applications.
 - c. Approval as a Registered Contractor under the Program will be confirmed in writing through CLEAResult Canada's online contractor portal (the "Contractor Portal") and through email notification.
9. **Services under the Program.** The Registered Contractor agrees that it will:
 - a. when retained by an eligible Participant, install eligible Upgrade(s) in the home as part of the Program;
 - b. promote and offer the Program to the Registered Contractor's customers;

- c. ensure that each of the Registered Contractor's customers, the home, and Upgrade(s) satisfy the Program Rebate Requirements;
 - d. verify that each of the Registered Contractor's customers has received a Program eligibility code prior to issuing a quote(s) or installing an Upgrade(s);
 - e. ensure that following the installation of an Upgrade(s), the Program rebate application is completed accurately, in full, and that all required documents are submitted to the Administrators through the Contractor Portal;
 - f. deduct from the invoice any amount received by the Registered Contractor through the Program as a rebate for an Upgrade(s) in relation to which an application will be submitted by the Registered Contractor or is being processed by the Administrator;
 - g. ensure that any amount provided to the Registered Contractor through the Program as a rebate for an Upgrade(s) is credited and not charged to the Participant;
 - h. complete a Program-approved heat load calculation for applicable heat pump installations and submit the heat load calculation to the Administrators through the Contractor Portal;
 - i. include the following on the bill-of-sale or invoice for the Upgrade(s):
 - i. Registered Contractor's company name and address;
 - ii. Registered Contractor's contact information;
 - iii. invoice number and Registered Contractor Goods and Service Tax ("GST") number;
 - iv. invoice date;
 - v. Participant name and address;
 - vi. Participant eligibility code;
 - vii. make and model of all components installed;
 - viii. cost (including labour);
 - ix. itemized CleanBC rebate for the Upgrade(s), accurately calculated in accordance with the Participant's eligibility code and the Program Rebate Requirements and deducted from the Participant's balance owing to the Registered Contractor on their invoice for the Upgrade(s); and
 - x. other information as identified in the sample invoices for each applicable Upgrade, available at betterhomesbc.ca; and
 - j. provide Participants with a suitable service contract and/or warranty program of all Upgrade installations, alterations and materials for a period being the greater of one (1) year from the date of the installation and/or the manufacturer's specifications.
(collectively, the "Services").
10. **Product installation.**
 - a. All equipment and products installed as part of an Upgrade must be new, in good working order and not previously installed in another home or building.
 - b. The Participant and Registered Contractor are responsible for the safe removal, decommissioning, modification (where applicable), remediation (where applicable), and disposal/recycling of old equipment and products in accordance with all applicable laws, including environmental laws and regulations. Further, the Registered Contractor hereby agrees to dispose of old equipment and products in accordance with applicable laws and the manufacturer's specifications, requirements of Technical Safety BC and, if applicable, the gas authority having jurisdiction. Old equipment must not be resold or reused.
 11. **Conduct of business.**
 - a. **Applicable laws.** The Registered Contractor shall comply with all federal, provincial, and municipal laws in relation to its provision of the Services.
 - b. **Code of conduct.** The Registered Contractor agrees to undertake and perform the Services and carry out its duties promptly, diligently, and in a professional manner in accordance with the Registered Contractor Terms and Conditions and the Code of Conduct for Registered Contractors attached as Schedule C.
 - c. **Performance and training obligations.** The Registered Contractor shall ensure all employees retained and assigned by it to provide the Services possess the necessary qualifications, knowledge, skills, expertise and experience to provide the Services and complete Program rebate applications in accordance with the Program Rebate Requirements. Without limiting the foregoing, the Registered Contractor and all employees of the Registered Contractor who provide access to the Program will:
 - i. review and comply with the Program Rebate Requirements and attend mandatory training and orientation sessions on the Program;
 - ii. use and display materials supplied by the Administrators to promote the Program in accordance with any guidelines established by the Province from time to time;
 - iii. comply with the Code of Conduct for Registered Contractors attached as Schedule C;
 - iv. comply with the Logo Usage Guidelines for Registered Contractors attached as Schedule D; and
 - v. not incur any liability on behalf of the Administrators or make any contract binding upon the Administrators or give or make or purport to give or make any warranty or representation on behalf of the Administrators or commit or purport to commit the Administrators to the

payment of money to any person, firm, or corporation except such as are expressly authorized by the Administrators in writing.

12. **Service costs.** Except as otherwise provided for herein, the Registered Contractor shall be responsible for all costs related to the Services, including the selection, hiring or contracting and payment of qualified personnel to perform the Services. The Registered Contractor acknowledges and agrees that the Administrators bear no responsibility to oversee, administer or remunerate any third parties or personnel engaged by the Registered Contractor with respect to the Services.
13. **Site verification.** The Administrators, or the Administrator's contractors, in their sole discretion, at any time with reasonable notice, may conduct site verification to verify compliance, eligibility, disposal of old equipment, installation/operation of eligible Upgrades, and inspect the quality of the work performed by the Registered Contractor. The Registered Contractor shall cooperate with site verification, and at its cost, rectify any deficiencies in the work identified during site verification and provide evidence to the Administrators or Administrator's contractors or agents of such rectification or risk their rebate application being declined and/or rebates forfeited.
14. **Availability of funding.** Funding is limited. Administrators, at their sole discretion, may prioritize applications and determine level of rebate amount(s), if any, that the Registered Contractor will receive.
15. **Rebate amounts.** Rebate amounts are as described on betterhomesbc.ca.
16. **Timing and payment of rebate(s).** Rebate payments will be issued either in the form of a cheque or electronic funds transfer (EFT) to the Registered Contractor. If a cheque has not been cashed within six months from the date of issue, the cheque will be considered null and void. Administrators are under no obligation to re-issue a cheque or transfer returned as, or otherwise undeliverable or to replace a stale-dated cheque. The Administrators will make reasonable efforts to:
 - a. Review applications within 5 business days from the date that all required application documents are received and completed in full, or longer if the application is selected for site verification. Administrators are not responsible or liable for lost, delayed, damaged, illegible, or incomplete applications.
 - b. make rebate payments to Registered Contractors within an additional 15 business days from the date that an application is approved following review by the Administrators.
17. **Marketing and promotion.**
 - a. The Registered Contractor may market and promote the Program to its customers in accordance with the Registered Contractor Terms and Conditions, including displaying and circulating the Province's marketing and advertising materials as provided or communicated by the Province from time to time. The Registered Contractor acknowledges and agrees that it is not endorsed by the Administrators and will not suggest so in any of its marketing or promotional materials.
 - b. On all Registered Contractor materials using the CleanBC word mark and BC mark (together, the "**Mark**"), the Registered Contractor agrees that it:
 - i. will only use the Mark with the pre-approval of the Province;
 - ii. will only use the Mark in accordance with the Logo Usage Guidelines for Registered Contractors attached as Schedule D;
 - iii. will only use the Mark while in good standing as a Registered Contractor under the Program;
 - iv. will not use the Mark if it is in default of any of these terms and conditions;
 - v. will not adopt or use any trademark or name that is similar to the Mark or any other trademarks owned, licensed or used by the Province, such that the customer may be confused;
 - vi. will not vary or modify the Mark;
 - vii. will not authorize anyone else to use the Mark;
 - viii. will immediately remove the Mark from any websites, promotional material, email taglines or other forum upon completion or termination of the Program;
 - ix. will destroy any physical copies which include the Mark upon completion or termination of the Program;
 - x. has no ownership rights in the Mark and that all goodwill associated with the Mark will belong to the Province;
 - xi. will immediately inform the Province of any infringement, passing off or other unauthorized use of the Mark by a third person; and
 - xii. will have no right to commence legal action affecting the Mark in its own name or on the Province's behalf unless the Province first consents in writing, and such consent is to be at the Province's sole and unfettered discretion.
18. **Term.** The Registered Contractor Terms and Conditions shall be effective as of the date the Administrators provide approval of Registered Contractor status and shall expire on March 31, 2023. Unless earlier terminated in accordance with section 20 (Termination) or section 21 (Suspension) the Term may be extended for an additional twelve (12) month period by mutual written agreement of the parties.
19. **Amendments.**
 - a. The Province reserves the right to amend or modify these Registered Contractor Terms and Conditions, the Services or Program at any time, at its sole discretion, without the approval of the Registered Contractor, subject to the Province providing notice to the Registered Contractor, in writing, of such amendments or modifications.
 - b. The Registered Contractor may not amend or modify this Agreement except by instrument in writing signed by the parties or their successors or permitted assigns.
20. **Termination.**
 - a. Notwithstanding any other provision contained in these Registered Contractor Terms and Conditions, the Administrators reserve the right to terminate either or both of this Agreement or the Registered Contractor's participation in the Program and/or remove the contractor from the list of Registered Contractors for any reason, without damages or penalty whatsoever. Subject to the terms of this Agreement, the Province will provide the Registered Contractor a rebate for Upgrade(s) installed in a home prior to the effective date of the termination of this Agreement.
 - b. The Contractor may terminate their status as a Registered Contractor by giving the Administrators thirty (30) days' prior written notice.
 - c. In its sole discretion, the Province reserves the right to terminate the Program at any time based on funding limitations or for any other reason, without notice, at which time the Province may terminate the Registered Contractor Terms and Conditions.
21. **Suspension.**
 - a. The Administrators may suspend Registered Contractors from the Program for failure by the Registered Contractor, in the sole opinion of the Administrators, to perform its obligations in accordance with these Registered Contractor Terms or Conditions or the Program Rebate Requirements, including but not limited to, the installation of Program-ineligible upgrades.
 - b. A Program rebate application submitted with a Program-ineligible upgrade and/or for failure to rectify an issue identified during site verification may result in a written warning to the Registered Contractor from the Administrators. On the second occurrence, a final written warning may be issued. On the third occurrence, the Administrators may suspend or terminate the Registered Contractor's participation in the Program.
 - c. The Administrators may specify, at their sole discretion, the terms and any conditions of suspension or termination of the Registered Contractor from the Program and may specify the corrective action or other conditions required for reinstatement of the Registered Contractor into the Program.
22. **Indemnity.**
 - a. The Registered Contractor acknowledges and agrees that the Administrators do not bear any liability with respect to the Services.
 - b. The Registered Contractor shall indemnify and save harmless the Administrators and their respective directors, officers, agents, contractors or representatives, and employees for and against all liability, damages, claims, demands, expenses and costs for claims, costs for injury or death of any person, damage to or destruction of property, and all economic loss suffered by any person (collectively, "**Losses**") which may be or be alleged to be caused or suffered as a result of the carrying out or failing to carry out the Services or any part thereof or any acts or omissions of the Registered Contractors in connection with the Program or these Registered Contractor Terms and Conditions
 - c. The Registered Contractor irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, any of the Administrators and any of their respective directors, officers, agents, contractors or representatives, and employees for and against all Losses suffered by any person arising from the Registered Contractor's participation in the Program, these Registered Contractor Terms and Conditions, or the acts or omissions of any Participant or other party acting at the direction or on behalf of a Participant.
 - d. This Section 22 shall survive the expiry or earlier termination of the Agreement.
23. **Assignment.** The Registered Contractor shall not assign its rights or obligations without the prior written consent of the Administrators, which shall not be unreasonably withheld.
24. **Relationship.** Nothing in these Registered Contractor Terms and Conditions shall be deemed or construed to create a joint venture, partnership, employment or agency relationship between the parties for any purpose.
25. **No exclusivity.** The Registered Contractor Terms and Conditions in no way constitutes an exclusive agreement by the Administrators, and the Administrators reserves the right to enter into similar agreements with other contractors.
26. **Governing law.** These Registered Contractor Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties agree to attorn to the jurisdiction of the courts of British Columbia.
27. **Severability.** If any provision of these Registered Contractor Terms and Conditions is determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
28. **Successor and assigns.** These Registered Contractor Terms and Conditions shall enure to the benefit of and be binding on the parties and their respective representatives, successors and permitted assigns.
29. Administrators collect, use and disclose personal information in accordance with the following:
 - a. **The Province - Freedom of Information and Protection of Privacy Act**, section 26(c). For more information, contact: Senior Energy Efficiency Coordinator - Residential at betterhomesbc@gov.bc.ca or PO Box 9314 Stn Prov Govt, 4th floor, 1810 Blanshard St, Victoria, BC, V8W 9N1.
 - b. **CLEAResult Canada – Freedom of Information and Protection of Privacy Act**, section 26(c). For more information, contact: CLEAResult Privacy Officer at department.it.security@clearresult.com or Suite 1622, 393 University Avenue, Toronto, ON, M5G 1E6.

Schedule A – Business requirements for Registered Contractors

Business requirements. The contractor represents and warrants that it is currently and will remain during the Term of these Registered Contractor Terms and Conditions:

- a. licensed and registered to do business in British Columbia;
- b. a GST-registrant with the Canada Revenue Agency;
- c. licensed and in good standing with Technical Safety BC (if installing and/or removing gas appliances);
- d. maintain the necessary licenses and registrations required by the *Safety Standards Act of British Columbia* (the "Act"), in order to carry on business as a contractor, as defined by that Act, and all other licenses, registrations, permits and authorities as required by any legislation or any governmental, municipal, regulatory or licensing authority;
- e. maintain WorkSafeBC coverage and third-party disability coverage and is in good standing with WorkSafeBC; and
- f. willing and able to install Upgrade(s) in accordance with all applicable laws.

Further, the contractor must have operated as a business in British Columbia for at least two (2) years prior to the start of this Agreement and be registered to do business in British Columbia in accordance with the *British Columbia Business Corporations Act*. The contractor must provide the Administrators with a copy of its business license as well as evidence of the business' date of incorporation, upon request; and hold a valid municipal business license in each municipality it operates in, or an inter-municipal business license.

The contractor must provide the Administrators with evidence of compliance with the business requirements listed in Schedule A, above, upon request.

Schedule B – Insurance requirements for ventilation, health and safety, and electrical contractors

Insurance. The contractor must at its own expense, without limiting its obligations or liabilities under this Agreement, purchase and maintain throughout the Term of this Agreement the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

- a. Commercial General Liability insurance in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i. include the Province and CLEARresult Canada Inc. as additional insured;
 - ii. be endorsed to provide the Province with thirty (30) days' prior written notice of cancellation or material change;
 - iii. include a cross liability clause; and
 - iv. not require the sharing of any loss by any insurer of the Province.
- b. As applicable, if the contractor's operations pursuant to this Agreement involve any removal of asbestos or asbestos related products, Asbestos Abatement Liability insurance; and if the contractor's operations pursuant to this Agreement may cause the discharge, dispersal, release or escape of significant quantities of irritants, contaminants or pollutants into or upon land, air or water and cause harm if accidentally spilled, Environmental Impairment Liability insurance. Each such policy must provide insurance in an amount not less than \$1,000,000 inclusive per occurrence against bodily injury, personal injury, property damage, and clean-up expenses, and must:
 - i. include the Province and CLEARresult Canada Inc. as additional insured;
 - ii. be endorsed to provide the Province with thirty (30) days' prior written notice of cancellation or material change;
 - iii. include a cross liability clause; and
 - iv. not require the sharing of any loss by any insurer of the Province.
- c. The contractor shall comply with workers compensation or equivalent legislation that is applicable to it, including the payment of assessments and dues thereunder. At any time on request of the Administrators when the Contractor is registered with a Workers' Compensation Board, the contractor shall deliver to the Province a statement from the Workers' Compensation Board that:
 - i. the contractor is registered and in good standing; and
 - ii. all persons performing the Services who are not covered by the *Workers Compensation Act* are covered under personal optional protection coverage available through the Workers' Compensation Board.

The contractor must provide the Administrators evidence of all required insurance prior to the commencement of the Services, in a form acceptable to the Administrators.

Schedule C – Code of Conduct for Registered Contractors


The Registered Contractor is expected to comply with the following Code of Conduct issued by the Province. The Registered Contractor:

- a. will conduct itself with fairness, integrity and honesty;
- b. will treat its employees respectfully and in a manner free of discrimination and harassment, and will provide those employees with a safe and healthy workplace;
- c. will not imply that the Registered Contractor is an agent or employee of the Province;
- d. will not represent themselves as "Provincial/Program contractor," or as a "Program representative";
- e. will only represent themselves as "independent contractors" that have met the requirements to be listed in the Registered Contractor directory for the Program;
- f. will act as an ambassador for energy conservation, energy efficiency and greenhouse gas reduction;
- g. will use the logo and materials supplied by the Province to promote the Program and the sale of energy efficient products and services, in accordance with the Logo Usage Guidelines for Registered Contractors established by the Province as found in Schedule D;
- h. will handle customer complaints satisfactorily through a managed complaints resolution process within a reasonable time frame;
- i. will ensure that the work provided to customers meets the standards of industry best practices and is performed in a safe and approved manner;
- j. will commit to customer satisfaction as a fundamental and ongoing principle of its business;
- k. will charge customers not more than competitive market rates similar to those charged in the market generally for similar equipment installation and quality work;
- l. will provide customers with a suitable warranty program for all equipment and installations, meeting or exceeding the manufacturer's specifications;
- m. will make available to its customers all available information respecting rebates or other promotional offers available from the Province; and
- n. will represent the Program Rebate Requirements truthfully and accurately in any verbal, print or electronic communications with customers.

Schedule D – Logo Usage Guidelines for Registered Contractors

Registered Contractors may use the CleanBC word mark and BC mark (together, the "Mark") only in accordance with the following guidelines:

- a. Registered Contractors acknowledge that the Mark, as depicted below, is protected by Crown Copyright.


- b. Before the use of the Mark, the Registered Contractor must complete and receive approval of an ["Application for Third Party Use"](#).
- c. Registered Contractors must receive written pre-approval from the Province before any use of the Mark. Completion of the Application for Third Party Use does not constitute pre-approval for all uses from the Province. A request for each proposed use must be sent to betterhomesbc@gov.bc.ca for pre-approval.
- d. The Mark cannot be used to promote aspects of the Registered Contractor's business that are not relevant to the Program
- e. The Mark cannot be used on a stand-alone basis on the Registered Contractor's website and the Contractor's business name and/or logo must be displayed equally or more prominently.
- f. The Mark cannot appear under headings such as "Partners," "Qualified," "Certified" or any other term conveying a meaning other than "Registered Contractor."
- g. Registered Contractors shall immediately notify the Province in writing of any unauthorized use, passing off, or other infringement of any nature in respect to the Licensed Materials upon becoming aware of the same, and provide the Province with any additional information reasonably requested in respect to the same, as well as cooperate with any attempts by the Province to prevent such further infringement.

Graphic standards:

- a. Digital artwork files for the Mark, can be found at: [Download Government Marks](#).
- b. Registered Contractors must adhere to the [Guidelines for third party use of the "Better Homes" mark](#), including guidelines for colours, protective margins, minimum size, proportions and misuse.
- c. Registered Contractors must only use the colour positive lockup or colour reverse lockup Mark. The CleanBC Better Homes word mark may not be used separately from the BC mark.
- d. All elements of the Mark must be in fixed proportion to each other. The Mark must never be altered, broken apart and used separately, or manually reproduced in any way.

The Mark must not be altered in any way, including cropping, stretching, resizing, changing colours, or adding any other graphic elements.