GREEN HOMES CASHBACK SCHEME PHASE 3 TERMS AND CONDITIONS

1. Application for a rebate voucher

1.1 There is no guarantee that your application under this scheme will be successful - even if you are eligible to receive a voucher, the issue of vouchers is subject to the availability of funds from the Scottish Government.

1.2 Only one voucher can be applied for per property.

1.3 The application must be completed by the homeowner, or where applicable, the tenant of the property in which the installation will take place. Applications cannot be made by a third party, such as an installer, assessor or Green Deal advisor, on behalf of the homeowner or tenant. The Energy Saving Trust cannot discuss an application with any third parties.

1.4 In order to make an application a voucher under this scheme you will need to obtain a Green Deal Advice Report for the property in which the installation will take place. The measure(s) for which you wish to obtain a rebate must be recommended in your Green Deal Advice Report under the ‘Recommendations for improvement’ list, which appears on the Energy Performance Certificate.

2. Issue of rebate vouchers

2.1 If you are issued with a voucher under this scheme, this will mean you are entitled to claim a government funded total rebate of up to £7,300 towards the cost (inclusive of non-recoverable VAT) of installing your measure(s) as long as you comply with the terms and conditions set out in this document. The total amount of the rebate that you can claim will depend on the measure(s) that you have installed. The maximum amounts you may claim are as follows:

- up to £500 for a boiler replacement;
- up to £400 for all insulation other than solid wall insulation;
- for solid wall insulation up to 75% of the actual costs you incur for this measure up to a maximum of £6,000;
- up to £300 for other measures.

In addition to this you are entitled to claim up to £100 towards the costs of your pre-install Green Deal Advice Report. The voucher is personal to you, the person that applies for and is issued with the voucher, and cannot be transferred to anyone else or be used for any installation other than the installation at the address set out in the voucher.
2.2 You are only entitled to claim a rebate using your voucher if you meet certain eligibility requirements as described in the cover letter issued by the Energy Saving Trust with your voucher.

2.3 You must ensure that information given to the Energy Saving Trust in your application for the voucher is accurate. If any of this information changes prior to you claiming the rebate, you must notify the Energy Saving Trust without delay as it may affect your right to the rebate.

2.4 You are only entitled to claim a rebate using your voucher for the actual costs that you incur for the measures you are installing and assessment you have carried out up to the limits set out in paragraph 2.1 above.

3. Claiming the rebate

3.1 You are only entitled to redeem your voucher and claim your rebate when the installation of the measure(s) in your property has/have been completed. You are only entitled to claim a rebate towards the cost of your pre-install Green Deal Advice Report if you are installing and claiming for a measure recommended in the report.

3.2 To claim the rebate, you must provide the following documents to the Energy Saving Trust by no later than the Voucher Expiry Date set out in your voucher:

   3.2.1 the completed voucher, including a completed "Installer Declaration" and "Applicant Declaration" and (if applicable) a completed "De Minimis Declaration";

   3.2.2 a copy of the invoice(s) from your installer for the supply and installation of the measure(s);

   3.2.3 a copy of the invoice(s) from your assessor for your Green Deal Advice Report;

   3.2.4 any other documents that the Energy Saving Trust may request if it has any queries about your claim.

4. Record keeping and inspections

4.1 You must keep a record of all relevant documentation that you obtain in relation to your new measure and its installation, including the original of any quotation(s) and invoice(s) from your installer. You must keep these records for 6 years following payment of the rebate and, if asked do so at any time, you must allow authorised representatives of the Energy Saving Trust to inspect and take copies of these records.

4.2 If asked to do so at any time, you must also allow authorised representatives of the Energy Saving Trust to have access to your property in order to inspect your installation and verify that you have complied with these terms and conditions and the conditions set out in your voucher.

5. State aid
5.1 You are responsible for ensuring that receipt of the rebate will not result in you receiving illegal state aid. If receipt of the rebate constitutes illegal state aid you may be required to repay the full amount of the rebate plus interest. This is only likely to apply to landlords or if you run a business from your premises. For more information visit http://www.scotland.gov.uk/Topics/Government/State-Aid.

6. Withholding and repayment of rebate

6.1 The Energy Saving Trust has the right to reduce or withhold payment of the rebate or (once paid) require that some or all of it be repaid, if this is required by law and/or if any one or more of the following events occurs:

   6.1.1 any information that you provided to the Energy Saving Trust is subsequently found to be untrue, inaccurate or incomplete;
   6.1.2 you were never eligible, or prior to claiming it you ceased to be eligible to receive the rebate as identified in the eligibility criteria described in the letter accompanying your voucher;
   6.1.3 you fail to comply with these terms and conditions or any of the conditions set out in your voucher.

7. Defective installation work

7.1 The Energy Saving Trust and the Scottish Government cannot, and do not, guarantee the quality or performance of your new measure and/or the work carried out by your installer. You should ensure that the installer you contract with provides you with all necessary information about the warranty cover it will be providing and the insurance cover it has in place.

8. Scottish law

8.1 The contract between you and the Energy Saving Trust in relation to this scheme (which is made up of these Terms and Conditions and any additional terms set out in your voucher and/or the covering letter sent to you by the Energy Saving Trust) will be governed by Scottish law.