Full Terms and Conditions for Stormwater Tender:

Definitions

"Coordinating Team" refers to the team coordinating the Stormwater Tender on behalf of the Project Partners.

"Project Partners" includes The University of Melbourne, Monash University Melbourne Water, Shire Yarra Ranges, Yarra Valley Water and Victorian Water Trust.

"Equipment" refers to all materials and products used for the capture and treatment of stormwater as outlined in the bid, being most typically, rainwater tanks (and their associated accessories) and rain-gardens; including any works associated with the installation of the said equipment.

Terms and Conditions:

a) Stormwater Tender is only available to properties located within the project area, the upper catchment of the Little Stringybark Creek, Mount Evelyn (VIC). Rebate payments will only be provided to the registered owner of the eligible property. Only the owner of the property can submit a bid for Stormwater Tender (the applicant).
b) All bids for Stormwater Tender must be made on the relevant forms provided, and contain the necessary attachments where directed.
c) To be eligible to receive a rebate:
    1. all Equipment must be installed according to the submitted bid;
    2. all Equipment must be installed by 27th February 2009 and the relevant rebate claim form satisfactorily completed; and
    3. all plumbing works must be inspected and approved by a licensed plumber and a Plumbing Industry Commission (PIC) certificate issued.
d) The applicant acknowledges that any calculation of Environmental Benefit they make using the online tool or are provided with prior to the submission of their bid is an indicative value only. The final Environmental Benefit of each bid will be calculated by the Coordinating Team at the time of submission of the bid and may differ from any previous estimate. The final Environmental Benefit score will be used in the assessment of the bid and the allocation of the corresponding rebate.
e) The applicant is responsible for all costs associated with the purchase and installation of Equipment prescribed in the bid submission. All costs associated with the running, maintenance or upkeep of installed Equipment will be and remain the responsibility of the property owner(s
f) Rebates will be paid after all Equipment specified in the bid have been installed, satisfactory evidence of the works has been provided to the Coordinating Team (including a satisfactorily completed rebate claim form, copies of a PIC Certificate, payment receipts and invoices and an application for Water Smart Gardens & Homes rebate) and, where requested by the Coordinating Team, an audit has been conducted by a member of the Coordinating Team or an appointed representative of the Project Partners and the results of the audit are deemed to be satisfactory by the Coordinating Team.
g) The applicant(s) agrees to maintain, at its own cost, all Equipment installed as part of Stormwater Tender including any accessories required for the daily operation of that Equipment in accordance with the design requirements. The applicant will ensure that the Equipment and the captured storm water is used appropriately and responsibly.
h) It is the applicant's responsibility to, and the applicant will ensure that, suppliers, including plumbers, are appropriately qualified, licensed and skilled and have appropriate levels of insurance. The list of suppliers for plumbers and landscape gardeners and designers is provided for your convenience only. It is not a comprehensive list and the Project Partners do not warrant or provide any assurances as to the appropriateness of the listed suppliers. The Project Partners and Coordinating Team accept no responsibility for any loss, damage or inconvenience that results from the use of a supplier listed on the suppliers list.
i) The applicant(s) will allow the Coordinating Team or a authorized representative of the Project Partners to inspect the property that is subject to the Stormwater Tender, for the purposes of auditing the compliance with the bid submission and all Terms and Conditions.
j) The Project Partners reserve the right, at their sole discretion and at any time, to change any or all of the Terms and Conditions for Stormwater Tender.
k) The applicant(s) acknowledges and agrees that as far as the law permits, the Project Partners accept no liability in respect of any claim, cause of action or loss or damage arising directly or indirectly out of or in relation to, any Equipment, works or products subject to this rebate scheme. The applicant(s) agree that they will indemnify and keep indemnified the Project Partners from any claim or liability arising directly or indirectly out of or in relation to any Equipment, works or products subject to this rebate scheme and bid to the extent that any claim or liability is not caused by the Project Partners' negligence or a breach by them of the bid or any other term implied by law.
l) Applicants whose bids are eligible for the Victorian Government's Water Smart Gardens & Homes (WSGH) rebate must complete and submit the required claim form for the WSGH rebate. A bid's eligibility for the WSGH rebate is subject to the full terms and conditions of that program (see below).
m) For bids that are deemed eligible for the Stormwater Tender rebate, the WSHG rebate will be included as part of the total Stormwater Tender rebate given to an applicant(s).
n) Applicants submitting bids that are eligible for the WSGH rebate, but formally request their Tender not be considered for the WSGH rebate will have their total Stormwater Tender rebate reduced by the amount of the WSGH rebate for which they were eligible.

Relevant Terms and Conditions for the Water Smart Gardens & Homes rebate:

A copy of the full terms and conditions for this program are available online at: www.ourwater.vic.gov.au/ourwater/water_smart_rebates)

Eligibility

1) These terms and conditions replace the terms and conditions issued on 1 January 2007 in respect of the Water Smart Gardens and Homes Rebate Scheme (the Scheme). Eligible claims made in respect of those terms and conditions will be honoured until 30 September 2007.
2) An eligible customer is a residential customer whose property is connected to a reticulated water supply serviced by one of the urban water suppliers listed on this form and who has purchased and installed eligible water saving products at or for the serviced property between 1 July 2007 and 30 June 2009.

3) All rebate applications for products to receive a rebate under these terms and conditions (purchased between 1 July 2007 and 30 June 2009) must be received by your water supplier no later than 30 September 2009.
4) Eligible customers, in accordance with clause 2, can claim only one of each "Core Offer" rebate type for each eligible property that they own or occupy over the life of the Scheme. The "Core Offer" products are: permanent greywater system, hot water recirculators, dual-flush toilets, rainwater tank, rainwater tank to toilet connection and water conservation audit. A maximum of two showerhead rebates may be claimed for each eligible property.
5) To claim a rebate, complete the relevant application form and mail it to your water supplier (contact details are provided) along with the original receipt(s) from your purchase(s) and any other specified information set out on the front of this form.
6) Applications for the rebates must be made on the relevant application form(s).
7) To qualify for the rebates, original receipts dated between 1 July 2007 and 30 June 2009 must be provided with the application.
8) Product cost plus installation cost must be equal or greater than the rebate value to be claimed or minimum expenditure where stated.

Rainwater Tanks

10) Rainwater tanks connected to new houses that received a building permit after 30 June 2005 are not eligible for Tank Rebate 1 or Large Tank Rebate 2.
11) Rebates on rainwater tanks are conditional upon tanks being a minimum size as set out under Tank Rebate 1 and Large Tank Rebate 2 and being installed by a licensed plumber who must provide a copy of the Plumbing Industry Commission (PIC) certificate of compliance where the cost of the rainwater tank and associated plumbing exceeds $500. The installation must also meet any relevant building code requirements and have the necessary Council permit (where required).
12) Rainwater tanks must be used for the collection and storage of rainwater. Where the rainwater tank is connected to the household reticulated water supply, appropriate measures for backflow prevention must be used.
13) An additional $150 rebate is available when a new tank with a capacity of between 600 and 1,999 litres or an existing tank of 600 litres or greater is connected to the toilet. A licensed plumber must make this connection.
14) To receive a large rainwater tank rebate under the Large Tank Rebate 2, the following conditions and rebates apply:
    - Rainwater tanks with 2,000 – 4,999 litre capacity must be connected to the toilet and/or laundry and are eligible for a $500 rebate.
    - Rainwater tanks with a 5,000 litre or greater capacity must be connected to the toilet or laundry and are eligible for a $900 rebate.
    - Rainwater tanks with a 5,000 litre or greater capacity must be connected to toilet and laundry and are eligible for a $1,000 rebate.
15) The capacity of a rainwater tank will be the total capacity for one or more tanks purchased and installed as a single installation, ie two tanks of 2,000 litres and 3,000 litres can be considered as a 5,000 litre tank for the purpose of a rebate.
16) To claim a large tank rebate connections to the toilet and/or laundry must be put in place at the time the rainwater tank is installed. Where a toilet connection is put in place on an existing tank the customer is only eligible for a $150 toilet to tank connection rebate. No rebate is provided where a laundry connection is installed on an existing rainwater tank connected to a toilet.

General

28) Delivery and installation charges can be included as part of the total purchase price.
29) Rebate recipients consent to and recognise that their urban water supplier, the Victorian Government or an appointed representative may contact them to conduct research about the conservation products purchased.
30) Rebates of less than $500 will appear on the customer's first account following the end of the first billing period after the rebate application has been approved.
31) If the rebates granted are greater than the customer's water account (for the account when the credit first appears) then the credit balance will be applied to all subsequent accounts until the rebate credit is liquidated.
32) The rebate for products other than the Large Tank 2 Rebate and the permanent greywater system rebate will be provided to you as a credit on your next water bill(s). Rebates for the Large Tank Rebate 2 ($500 to $1,000) and the Permanent Greywater System $500) where the rebate is $500 or more, payment may be requested by cheque or Electronic Funds Transfer (EFT) by filling in the relevant details on the claim form. These payments may take around 10-12 weeks to process.
33) Applicants must repay any Rebates provided if any of these terms and conditions are found to have been breached.
34) The Victorian Government reserves the right, at its sole discretion and at any time, to change any or all of the Terms and Conditions for the Rebate Scheme or to cancel the Rebate Scheme.
35) The applicant(s) acknowledges and agrees that as far as the law permits, the Victorian Government and your Water Supplier accepts no liability in respect of any claim, cause of action or loss or damage arising out of or in relation to, any rainwater tank system, permanent greywater system, the consumption of any water from such rainwater or other tank systems or other conservation products subject to this rebate scheme. The applicant(s) agree that they will indemnify and keep indemnified the Victorian Government and their Water Supplier from any claim or liability arising out of or in relation to any rainwater tank system, permanent greywater system, the consumption of any water from such rainwater or other tank systems or other conservation products subject to this rebate scheme and application to the extent that any claim or liability is not caused by the Victorian Government's or your Water Supplier's negligence or a breach by them of this Application or any other term implied by law.
36) In accordance with Privacy legislation we advise you the information collected here will be used by the listed urban water suppliers to process applications for rebates on purchase of water conservation products. The information may be used by the urban water suppliers to provide you with information about services and products and disclosed to the Department of Sustainability and Environment or the Minister for Water on matters relating to the rebate offer. This information may be disclosed to the relevant government agencies for these purposes or if required by law. You may gain access to the information the urban water supplier has about you by contacting the urban water supplier directly.
37) This publication may be of assistance to you but the State of Victoria and its employees do not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this publication.