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Senate Standing Committee on Environment, Communications and the Arts  
PO Box 6100  
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Canberra ACT 2600  
Australia

**April 14, 2010**

**The Association of Building Sustainability Assessors (ABSA)  
Submission to Green Loans Senate Inquiry**

Thank you for the opportunity to provide the Senate Standing Committee on Environment, Communications and the Arts information relevant to the Green Loans Program. We trust that this information assists the Committee in its Inquiry.

**Executive Summary**

ABSA believes that the intentions behind, and the objectives of, the Green Loans Program were sound and it is important to recognise that it has, at some level, been a victim of its own success.

The public demand for a program of this nature is clearly evident by the huge public interest and demand in having an assessment conducted and of becoming an assessor.

ABSA believes that the apparent lack of project management has led to many of our members facing extreme and uncertain circumstances with profound and detrimental impacts on many individuals and small businesses.

Many of the issues that were evident at the commencement of the program (design and implementation) remain unresolved. A survey of ABSA members conducted in the first week of April 2010 indicates significant and unresolved issues.

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## **Background**

The Association of Building Sustainability Assessors (ABSA) is a not for profit industry association that, since 2003, has represented building and design professionals specialising in assessing the environmental impact of buildings in both Australia and New Zealand.

ABSA aims to develop the capacity of building professionals to understand, analyse and improve the sustainability of the built environment. Its objectives, which are more fully set out in clause 10 of the ABSA Constitution are to:

- accredit assessors to conduct building sustainability assessments under the National Home Energy Rating Scheme (these assessors are known as HERS assessors) and, more recently under the Home Sustainability Assessment Scheme (HSAS), which is part of the Green Loans Program;
- provide continuing professional development and support services for its accredited assessors; and
- contribute to the development of federal, state and local policies and regulations in the area of building sustainability.

ABSA's board consists of eight directors. The day to day operations of ABSA are overseen by the CEO, Ms Alison Carmichael and other management staff.

## **The Green Loans Program**

The Department of Environment, Water, Heritage and the Arts (DEWHA) was the relevant department responsible for the administration and management of the Green Loans program.

The main elements of DEWHA's promotion of the Green Loans scheme were as follows:

- assessment of households by qualified assessors;
- a physical inspection of a household's major energy and water systems; and
- an average assessment time of 1.5 hours;
- the provision of tailored reports to householders; and
- access to up to \$10,000 interest free loan.

The Green Loans Program was intended to run for a period of up to four years and 360,000 householder assessments were funded for the purposes of the program.

DEWHA stipulated that only individuals certified by an Assessor Accrediting Organisation (AAO) would be contracted by it to perform assessments for the purposes of the Green Loans program.

## **ABSA's appointment as an Assessor Accrediting Organisation (AAO)**

In February 2009 ABSA applied, in what was expected to be a competitive process, and was subsequently appointed under the Household Sustainability Assessment Scheme (HSAS) Protocol for AAO, to accredit assessors through HSAS.

At all relevant times, ABSA has been the only Assessor Accrediting Organisation appointed by DEWHA to provide assessors with accreditation under the protocol. ABSA always believed that there would be other Assessor Accrediting Organisations. This never eventuated.

The purpose of the protocol is to:

*“... provide a national framework for the approval and operation of organisations that accredit (register) persons to conduct Household Sustainability Assessments for Commonwealth, state and territory governments. The Protocol is designed to allow Assessor Accrediting Organisations to operate across state and territory jurisdictions, and provides a level of surety to governments regarding the manner in which assessments are conducted.”*

Pursuant to the protocol, there are three major steps involved in individuals becoming accredited as assessors by ABSA and undertaking work within the Green Loans Program:

**Step 1.**

Individuals are required to complete HSAS training with training using DEWHA approved training materials.

**Step 2.**

Upon completion of training, and subject to individuals obtaining appropriate insurances and a police check, individuals could apply for accreditation by completing a *Home Sustainability Assessment Scheme – Certified Home Sustainability Assessor Registration*.

Subject to compliance with the requirements for accreditation and agreement to abide by the *Home Sustainability Assessment Assessor Code of Professional Practice*, ABSA certifies assessors and issues them with an HO number.

Upon approval of application and payment of a \$660 fee, individuals are accredited as assessors and receive a twelve month membership to ABSA.

Of this, \$220 was for a standard membership to ABSA, \$440 was for the processing and administration of accreditation, including ongoing support for twelve months.

The level of this fee was calculated on DEWHA’s own estimate that the program would attract approximately 800 members in the first year. This fee setting formed part of ABSA’s original application to become an AAO based on advice from DEWHA in relation to assessor number projections and appropriate costs.

**Step 3.**

Upon receipt of an HO number, accredited assessors are then able to execute a contract directly with DEWHA. DEWHA offered two forms of contract – individual or group contracts.

A copy of the individual contract is attached (*Attachment 6*)

## **ABSA's Obligations under the Protocol**

ABSA has a number of obligations under the protocol that it has, to date, had difficulty complying with as a result of DEWHA's administration and management of the Green Loans program.

The protocol was almost an exact replica of the protocol developed by DEWHA applicable to the HERS program. The HSAS protocol was not amended to address specific issues arising within the context of the Green Loans program, in particular:

- **The presumption in the protocol that HSAS training was accredited under the Australian Quality Training Framework (AQTF)** which would enable training providers to offer a Statement of Attainment and recognise any relevant prior learning of individuals undertaking training;
- **The limited ability of ABSA to provide quality assurance procedures for household sustainability assessment procedures given that ABSA only received anecdotal feedback from assessors and householders, and little informal and no formal feedback from DEWHA;**
- The requirement under the Protocol was for ABSA to provide support services to the industry as part of an overall Quality Assurance strategy. This was based on the Government appointing a National Auditor to oversee to checking of the work of assessors. ABSA would coordinate with the auditor to ensure mistakes made in the field were captured and fed into the activities above. **However, an auditor was never appointed and this remains the case.**
- The inability for ABSA to comply with Continuing Professional Development (CPD) requirements under the protocol. DEWHA had contracted the University of Tasmania to write continuing professional development modules for delivery in July 2009. **As at November 2009, DEWHA had not delivered any CPD units to ABSA. ABSA is now developing its own CPD units.**

## **ABSA's role in the provision of Green Loans training**

Separate to its activities under the protocol, ABSA was contracted by DEWHA to write HSAS training materials prior to its appointment as an Assessor Accrediting Organisation.

In connection with the pilot of the HSAS training, ABSA facilitated training to approximately 100 individuals seeking accreditation as assessors. The HSAS training course was also piloted by approximately seven industry organisations identified by DEWHA as being experienced in the area of home sustainability. Only two of these were Registered Training Organisations.

A copy of the minutes of the Green Loans training review workshop held in February 2009 is attached (Attachment 7).

Following the pilot, ABSA and DEWHA revised and finalised training materials. ABSA facilitated twelve training courses overall, including the pilot, to approximately 260 individuals seeking accreditation as assessors.

Upon being appointed as an Assessor Accrediting Organisation, ABSA took the decision to cease providing training directly to individuals seeking accreditation as assessors, as it believed this would be a conflict of interest. ABSA had no authority to regulate training standards or the conduct of training organisations in marketing and promoting HSAS training. Until there were sufficient providers in the marketplace ABSA provided a limited number of courses to meet immediate demand and the last course was held in August.

ABSA was later contracted by DEWHA to conduct a series of Train-the-Trainer (TTT) courses, in which ABSA provided training to individuals and organisations who intended to facilitate HSAS training.

ABSA reported back to DEWHA on all of the outcomes of the TTT courses.

ABSA's operations as an Assessor Accrediting Organisation were reviewed by PricewaterhouseCoopers (PWC) on behalf of DEWHA on 4 February 2010.

**Terms of Reference relevant to ABSA's involvement in and knowledge of the Green Loans Program:**

*(a) the Government's Green Loans Program (the program), with particular reference to:*

*(i) the administration of the program from a pricing, probity and efficiency perspective, including:*

***(B) regulation of Home Sustainability Assessment practices, including promotion of assessments***

**HSAS Training**

DEWHA did not require the HSAS training to be competency based or accredited as a short course, which would have brought the training within the Australian Government's Australian Quality Training Framework (AQTF).

This would have resulted in assessors having to demonstrate the required competencies at the completion of training, and would have also allowed them to seek recognition for prior learning in other courses relevant to the HSAS training course.

Rather, DEWHA signed off on the training as a non-accredited and content, rather than competency, based short course. This is despite the fact that a similar accredited course developed in Victoria was available. To their credit, later in 2009 DEWHA funded the development of a national qualification in home sustainability assessment. ABSA believes that this national qualification is still in the national approval process with Government.

**As a result of the training not falling within the AQTF and at DEWHA's invitation, organisations other than Registered Training Organisations, were able to offer training to individuals seeking to become assessors.**

From September 2009, and as a result of concerns regarding the standard of HSAS training being offered in the marketplace, ABSA took its own steps to require that all trainers providing HSAS training for the purposes of assessor accreditation must be, or have an affiliation with, a Registered Training Organisation (RTO).

The imposition of this requirement was an attempt by ABSA to ensure, to the fullest extent possible, that the standard of training was being delivered in line with the AQTF.

(a) *the Government's Green Loans Program (the program), with particular reference to:*

*(i) the administration of the program from a pricing, probity and efficiency perspective, including:*

**(C) accreditation of Home Sustainability Assessors**

ABSA has not had a role in managing the size of the Green Loans Program, rather its role has been to respond by accrediting those who have successfully met all the accreditation criteria.

DEWHA did not set a cap on the number of HSAS assessors to be accredited by ABSA. At the time of DEWHA's acceptance of ABSA's application to become an Assessor Accrediting Organisation, DEWHA estimated that the program would attract approximately 800 assessors.

However, this clearly failed to take into account the impact of the Global Financial Crisis on the labour market and the entrepreneurial skills of private companies which became involved in both training and undertaking assessments.

By August 2009, ABSA was aware of 2,000 individuals who had undertaken HSAS training seeking accreditation as HSAS assessors. **ABSA repeatedly raised its concerns with DEWHA from August 2009 regarding the number of assessors relative to the number of funded assessments over the life of the Green Loans program and the number of assessors originally estimated by DEWHA.**

In September 2009, ABSA conducted an informal survey of trainers in an attempt to ascertain the approximate number of individuals seeking accreditation as assessors. This information was communicated to DEWHA by ABSA in October.

DEWHA made it clear to ABSA that it did not have a view about how many assessors should be trained and accredited.

Consequently ABSA was sufficiently concerned that it decided to take the matter into its own hands.

ABSA informed DEWHA that it thought it was appropriate to impose a moratorium on assessor applications for the period from 1 December 2009 to 1 February 2010. ABSA advised DEWHA of the issues arising with growing assessor numbers and sought to use the time of the moratorium to reconfigure its approach to managing the assessors who would ultimately become its members.

ABSA advised DEWHA in early November 2009 that it would be informing applicants for accreditation that only those who had completed their training and submitted applications before December 24 would be accepted. The exception to this if for areas where there are no assessors currently accredited. In this case, registrations would continue to be accepted.

Subsequent to information received from training providers (including legal threats) and potential applicants, ABSA revised the commencement date of the moratorium to allow training providers to complete pre booked training and for applicants to have time to receive their paperwork relating to

police checks and insurance. ABSA advised on its website that applications for accreditation for individuals who had completed HSA training up to 24 December 2009 would close on 21 January 2010.

**At this time, as a result of the survey of training providers, ABSA expected to receive 1,500 applications for accreditation on top of the 3,000 already received. By December 2009, ABSA had received an additional 6,500 applications for accreditation.**

**During this period ABSA doubled its staff and doubled it again.** When the number of applications increased exponentially over Christmas 2009 it was virtually impossible to source the additional staff needed to process them during the holiday season.

By January 2010, there were over 5,000 accredited assessors of which 3800 had received contracts from DEWHA to undertake work in the program. With the volume of applications for accreditation received over the 2009 Christmas period, it became apparent to ABSA that approximately 5,000 additional individuals had undergone training to become an HSAS assessor by December 24, 2009. ABSA was concerned on a number of fronts including:

- How would ABSA process such a large number of applications in a reasonable timeframe, particularly in the New Year holiday season when many businesses who might be able to help were closed?
- Even without the additional trained assessors wanting to join the program, statistics from DEWHA indicated that the 360,000 available assessments would be completed by mid-2010. The statistics available from DEWHA at the time indicated that out of an expected pool of 360,000 assessments, 121,330 assessments had been completed and a further 166,840 assessments had been booked as at 22 January 2010 (a total of 288,170 assessments leaving 71,830 funded assessments for the balance of the program).

**ABSA had engaged with DEWHA regarding the number of assessors in the program from as early as August 2009. ABSA took steps to impose its own moratorium on accepting assessor applications as a result of DEWHA's failure to address the issue of an over abundance of assessors in the Green Loans program.**

*(a) the Government's Green Loans Program (the program), with particular reference to:*

*(i) the administration of the program from a pricing, probity and efficiency perspective, including:*

**(E) waste, inefficiency & mismanagement within the program**

A number of issues have arisen from DEWHA's administration and management of the Green Loans Program which have adversely affected ABSA's ability to completely fulfil its role as an Assessor Accrediting Organisation and ABSA members' ability to carry on their work under the Green Loans program.



**At all relevant times, ABSA has not had any visibility over the administration of the Green Loans Program by DEWHA, the operation of the booking system, the production and dissemination of reports, or the means and ways in which assessors carry out assessments.**

DEWHA, at all relevant times, in relation to the Green Loans program, has been and is responsible for:

- contracting assessors accredited by ABSA;
- operating a hotline number through which householders and assessors could book assessments;
- issuing reports to householders;
- paying assessors for assessments undertaken.

**ABSA receives daily complaints from its members about late or non payment of invoices**, inability to find out when these invoices will be paid or indeed if the invoices have even been received by the Department.

Our members inform us that they are asked to email their inquiries to DEWHA but rarely receive any reply.

Many are now struggling with debt after taking out loans to fund training and capital equipment such as offices, computers and motor vehicles and now find their cash flow has dried up because payments from the Department under the Green Loans program routinely fail to meet the standard business practice of paying invoices within 30 days.

**In a survey of members conducted by ABSA at the beginning of April (Attachment 1), one third of the respondents said they were waiting up to 60 days to be paid while another 9% said they were waiting 90 days.**

Communication between ABSA and DEWHA (and DCCEE) continues to prove challenging. ABSA has attempted at all times to convey the sense of urgency, frustration and concern being felt by its members over a range of issues which were the responsibility of the Programs' administrator, the Department.

ABSA believes that a lack of clear information, continuous Departmental staff changes and sudden announcements have made communications difficult. An absence of information from the Department for ABSA to provide to its members has seen ABSA's members' anxiety and frustration grow.

ABSA would welcome a dedicated *senior* and *knowledgeable* public servant being assigned as our direct liaison to address some of the issues outlined in this submission. This request has been made by ABSA to the Government in recent representations.

*(a) the Government's Green Loans Program (the program), with particular reference to:*

*(ii) an examination of:*

**(A) employment and investment in Home Sustainability Assessments resulting from the program, including that resulting from Government statements regarding the number of accredited assessors**

ABSA conducted a series of one on one interviews with a range of assessors across the country in February and March 2010 to seek some examples of the impacts on them and their businesses.

A selection of these for the Committee's information are attached. (*Attachment 8*)

Many ABSA members continue to believe strongly that the Green Loans program was promoted to them as an employment and business opportunity and this gives rise to the very strong call for compensation amongst our member base.

ABSA is receiving daily calls, emails and letters from members seeking assistance who have found themselves in alarming and precarious financial situations. ABSA would be happy to provide this very detailed information, following approvals (in respect to privacy) from those calling and writing, to the Committee at its request.

Possibly as a result of earlier Ministerial media releases and departmental communications, assessors believed that accredited assessor numbers would be limited to 2,000.

Many of our members are clearly experiencing extreme and uncertain circumstances with profound and detrimental impacts on many individuals and small businesses. ABSA encouraged its members through a range of communications channels to make a submission to this Inquiry outlining their own experience as it relates to the Inquiry's Terms of Reference.

*(a) the Government's Green Loans Program (the program), with particular reference to:*

*(ii) an examination of:*

***(D) the early reduction by the Government in the number of Green Loans to be offered, and subsequent discontinuation of the loans, including by financial institutions in advance of the Government's announced date of discontinuation***

ABSA welcomed a number of the changes to the Green Loans Program announced on February 19th by the Minister for Environment, Heritage and the Arts.

Many of the changes were in line with the organisation's representations to government.

**However, ABSA was not consulted about these changes or given any advance warning by DEWHA before they were announced, nor has it been advised of details since then.**

This has proved to be enormously complex for our members and for ABSA as an organisation.

Without being across these changes ABSA was unable to effectively fulfil its role in advising its members. This has again created enormous discontent amongst our member base with many looking for public and/or media action to address their concerns and gain answers to the many questions they have.

ABSA welcomed changes such as the extra 600,000 assessments.

The announcement of additional work for assessors under the Green Start program in 2011 should result in a continuation of work for our members and was also viewed as positive.

The outstanding issues in relation to the Green Loans Program which were not adequately covered and/or resolved in Minister Garrett's announcement on Friday 19<sup>th</sup> and subsequent meetings with Minister Wong are:

- the belated cap on assessor numbers which appears significantly below the many thousands more already 'in the system';
- the impact for these people on the investment they have already made to become an assessor;
- unresolved issues about DEWHA's (and now DCCEE) ability to promptly respond to our members calls and/or emails;
- lack of information for ABSA to disseminate to its members;
- unresolved issues with the booking system and its staffing and resourcing;
- potential damage to the idea of implementing energy efficiency measures within the home;
- unresolved issues with quality control and auditing which ABSA remains deeply concerned about.

*(a) the Government's Green Loans Program (the program), with particular reference to:*

*(ii) an examination of:*

**(G) what advice was provided to Government on the feasibility and effectiveness of the program, and to what degree the Government acted on this advice?**

**ABSA regularly and routinely passed on its concerns and the concerns of its members to DEWHA, including the blow out in assessor numbers as referred to in (a.) (iii) (C) above. DEWHA failed to respond to these concerns.**

Many of the issues that were evident at the commencement of the program (design and implementation) and these were communicated to DEWHA officials by ABSA.

*(a) the Government's Green Loans Program (the program), with particular reference to:*

*(iii) an analysis of the effectiveness of the program as a means to improve the water and energy efficiency of homes, including comparison with alternative policy measures*

***(b) consideration of measures to reduce or eliminate waste and mismanagement, and to ensure value for money for the remainder of the program, noting the commitment of funding for an additional 600,000 free Home Sustainability Assessments despite the discontinuation of the loans***

ABSA has made a number of recommendations to the Minister for Climate Change, Energy Efficiency and Water on the future of the Green Loans Program.

### **Forward Strategy, Aims and Program Redesign**

The Green Loans Program needs to be reset, with a clear focus on tangible and beneficial outcomes at its core. Contracts, processes and approach must clearly match the objectives of the program.

**ABSA continues to believe, and this is reflected in the large take up in the numbers of assessments, that the intent behind the scheme is sound and ultimately beneficial for Government, industry, households and the environment.**

**An audit of energy efficiency for householders is extremely beneficial to drive real change.**

Administered effectively in line with other Government measures this should be the starting point for any public expenditure on energy saving or abatement measures such as solar hot water, solar PV etc.

To deliver on these objectives requires trained and accredited assessors, so there is implicit in the program a requirement for an industry or 'army of assessors'.

ABSA believes that the objectives of the Scheme should be redefined to be:

*"An initiative to help Australians tackle climate change through rigorous and practical assessment measures which provide householders with real information to drive real change in action and behaviour."*

*"The Green Loans Program is also an opportunity to develop a strong and well trained body of professional assessors whose skills can be utilised for other energy efficiency measures and programs such as Mandatory Disclosure and Green Start."*

ABSA believes that a number of changes should be implemented quickly to provide certainty, restore confidence and get its members working. These suggested changes are outlined below.

In addition ABSA believes that to make the most of the existing green loans opportunity, **Government could support actions to build on this to develop a long term private practice or industry**, existing without the need for ongoing financial support from Government and taxpayers.

This would involve assessors gaining access to the tool used by DEWHA and working with the tool to develop their own private practice. This could be supported in some way by the Federal Government through tax concessions (on cost of assessment) or some similar mechanism to assist the development of such private practices in its early development.

### **Greener Homes**

ABSA believes that a compulsory green audit should be the first step to securing other Federal (and State) Government support measures in relation to energy efficiency, water efficiency and the installation of insulation, solar hot water and small scale renewable technology within the home.

*This would ensure:*

- Widespread energy efficiency assessments across the country;
- Assessors have an ongoing stream of work;
- Public funds are being used in the most responsible and efficient way;
- Householders are making informed choices;

- Householders are increasing their knowledge of energy use, reduction and conservation;
- Government programs are acting in unison, with the same goal;
- Additional 'checks and balances' for Government and householders;
- A sharper focus for the most cost and environmentally efficient way to assist low income earners;
- A stronger focus on power and water bills and the best way to reduce them for householders;
- The relationship between programs and savings for the consumer are strengthened.

Assessment reports would be required to accompany applications for other Government support measures.

ABSA also believes that major renovations in households that require Local Council approval (eg \$100K +) should also require an assessment report.

Assessments should also be offered to small businesses such as cafes, small offices, hairdressers etc to assist them to offset projected rising power costs. A suggestion may be for businesses with a turnover threshold and/ or floor space (eg less than 200 sq m) to qualify.

### **Assessor Numbers and Recontracting**

ABSA believes that all Green Loans assessors should be recontracted by DEWHA.

A process should be implemented whereby all existing contracts between DEWHA and assessors are terminated as at a certain date, for example, the end of April.

Replacing them would be a new contract. Contracts would only be offered to active assessors (and not to long term sleepers who have not carried out an assessment).

Care must also be taken when considering an even geographical spread of assessors nationwide, equal access to those in rural and remote communities and with a strong commitment to access for those from low socio economic backgrounds.

*New contracts would have tougher provisions including:*

- enforceable code of practice with a one strike policy;
- minimum time for assessments, dependent on typical dwelling;
- assessment reports to be returned to DEWHA within 10 days;
- restrictions on marketing claims, earnings claims by companies advertising for assessors;
- maximum number of assessors within a catchment or geographical area- could be matched to Census data;
- minimum standards for DEWHA re access to work allocation, call centre standards, complaints, issuing of reports to households etc;
- maximum wait for payment by Department of assessor invoices.

*New contracts would strongly advise assessors:*

- no guarantee of employment;
- maximum number of assessors;
- minimum standards;

- complaints procedures.

As part of this process the program could be rebadged, from Green Loans to Greener Homes, with an accompanying positive, proactive communications campaign to set householders expectations, restore confidence in the scheme and restore faith in the Government's commitment to the scheme in the eyes of accredited assessors.

### **Support and Compensation**

The best outcome for assessors would be to work in their chosen field and recoup their investment in their business. If this is not possible ABSA members believe that Government support should be offered to assessors in line with that offered to those affected by the changes to the insulation package.

ABSA believes that the apparent lack of project management has led to many of our members facing extreme and uncertain circumstances with profound and detrimental impacts on many individuals and small businesses.

Despite a belief that the two schemes were quite different in their nature, ie one was an employment program (Home Insulation Package) and one was an environmental program (Green Loans) the Green Loans program appears to have been promoted by Government agencies as a potential business/employment opportunity.

For example job seekers were encouraged to undertake training for accreditation; contracts make reference to small business and marketing etc.

ABSA also strongly believes that the Government should consider some form of recompense for costs of training, insurance etc for those assessors already in the system now deemed superfluous to need by DEWHA.

ABSA believes that an offer of reimbursement for training, insurance and police check costs would again see a natural and orderly attrition rate from the program.

ABSA would also implement its own refund policy for money paid to ABSA to accompany this.

### **Accreditation**

ABSA believes that the current accreditation process is robust and has functioned well against a backdrop of major upheavals in the program, unprecedented demand as well as program delivery shortcomings.

However, issues surrounding training standards remain problematic.

*ABSA proposes:*

- Every effort is made to gain endorsement of the Certificate IV qualification for mid year 2010. This requires the support and action by the Federal Education Minister and agreement from the States. This would assist to establish the role of assessor as an occupation with consistent training standards across the country;

- The Government honors a previous commitment to support assessors to upgrade their qualifications to a Certificate IV, over time this being a requirement for continued accreditation and access to this, and future programs;
- It assists to produce training materials quickly from Certificate IV units for existing assessors to upgrade their skills.

### **Alternate Finance**

Recent changes to the program have seen the demise of support from Government for the loans component of the Green Loans program.

This has proved problematic.

ABSA's own research has revealed that there are a number of financing alternatives open to householders and ABSA would suggest that Government collate this information and offer it to both assessors and householders. This would again go some way to restore faith that the intent of the scheme is sound, that options are available to people and that changes can be made within households to meet the objectives of the program.

ABSA would also promote these options through a range of communication channels.

### **Developing Private Practice**

The Government could support actions to build on this to develop a long term private practice or industry, existing without the need for ongoing financial support from Government and taxpayers.

This would involve assessors gaining access to the tool used by DEWHA, or similar, and working with the tool to develop their own private practice. This could be supported in some way by the Federal Government through tax concessions (on cost of assessment) or some similar mechanism to assist the development of such private practices in its early development.

### **Chronology of Events**

**December 2008 - February 2009** DEWHA contracted ABSA to write a training course in Home Sustainability Assessment.

**February 2009** ABSA's application to become an Assessor Accrediting Organisation under the protocol was accepted by DEWHA on 26 February 2009.

**April 2009** ABSA was contracted by DEWHA to deliver Train-the-Trainer (TTT) courses.

ABSA was contracted by DEWHA to facilitate information seminars in most states about the Green Loans program.

**May 2009** ABSA launched the HSAS site ([www.hsas.net.au](http://www.hsas.net.au)).

ABSA assisted DEWHA with the pilot of Green Loans tool.

<b>June - July 2009</b>	ABSAs conducted two TTT courses.
<b>July 2009</b>	Commencement of Green Loans program.
<b>August – September 2009</b>	<p>ABSAs was contracted by DEWHA to conduct three further TTT courses.</p> <p>DEWHA website directs people to ABSAs website for a list of “approved” trainers.</p>
<b>October 2009</b>	<p>ABSAs conducted an informal survey of trainers in an attempt to ascertain the approximate number of individuals seeking accreditation as assessors.</p> <p>ABSAs and DEWHA exchange correspondence addressing issues of training, the Green Loans tool and assessor numbers. ABSAs requests permission from DEWHA to publish statistics for the program on its website.</p> <p>ABSAs were informed by DEWHA that the minister’s office were ‘neutral’ about any management of assessor numbers</p>
<b>November 2009</b>	<p>ABSAs formally sought to clarify issues of compliance with the protocol with DEWHA.</p> <p>ABSAs announced to members and trainers the moratorium on accreditation of assessors. ABSAs advised on its website that applications for accreditation for individuals who had completed HSA training up to 24 December 2009 would close on 21 January 2010.</p> <p>DEWHA communicated the moratorium on its website, but advised that ABSAs would continue to take applications from assessors for un-serviced areas, but has never provided any information on what constitutes an “un-serviced” area.</p>
<b>December 2009</b>	<p>ABSAs removed all training information, including a list of training organisations from the HSAS website.</p> <p>ABSAs sees an exponential growth in applications for accreditation as an assessor.</p>
<b>January 2010</b>	<p>ABSAs begins to receive more frequent complaints from individuals seeking accreditation as assessors with threats of legal action (none of which have been followed through to date).</p> <p>Applications for accreditation by ABSAs closed on 21 January 2010. ABSAs again sought to clarify issues of compliance with the protocol with DEWHA.</p>



ABSA employed a security guard within the office during the last weeks of applications to protect staff members from threatening action by applicants attending the ABSA offices to follow up their applications for accreditations.

Individuals awaiting accreditation were asked by ABSA if they would like to proceed with or withdraw their application.

#### **February 2010**

PricewaterhouseCoopers attends ABSA offices on 4 February 2010 to conduct a review of ABSA's operations as an Assessor Accrediting Organisations under HSAS.

ABSA posts a series of notes on its website and sends multiple email campaigns to keep its members and those individuals seeking accreditation informed of the future of the Green Loans program.

ABSA meets with Minister Garrett and staff, Shadow Minister Greg Hunt and Greens Senator Christine Milne to discuss Green Loans program.

Two separate sets of Changes to Green Loans program were announced by Minister Garrett. ABSA was not informed nor consulted about these changes.

#### **March 2010**

Further communications with ABSA members and those awaiting accreditation regarding the changes to the Green Loans program (including a webinar available to all members).

On 8 March 2010 the energy efficiency and renewable energy functions of DEWHA were transferred to the Department of Climate Change and Energy Efficiency. As a result of these changes, Minister Wong is now the Minister responsible for the Green Loans program.

Further meetings were held Minister Wong to discuss the future of the Green Loans program and its administration post the announcement of changes to the program.

#### **April 2010**

ABSA conducts survey of its members (attachment 1).

Discussions with Government are ongoing.

We trust that this information assists the Committee in its Inquiry. Upon request, ABSA would be happy to supply further information should it be required.

## **ABSA HSAS MEMBER SURVEY**

### **SURVEY BACKGROUND AND PURPOSE**

- The ABSA HSAS Member Survey was designed to gain valuable insight and feedback on the circumstances, opinions and expectations of assessors in regard to the Green Loans scheme.
- The survey was conducted between April 2-7, 2010. A total of 982 responses were received.

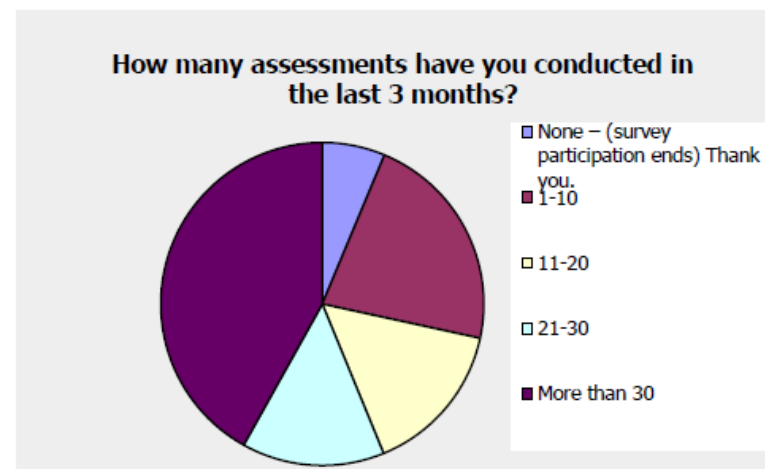
### **KEY FINDINGS**

- A total of 93% of assessors are waiting over 30 days for the Department to pay their invoices.
- Over 70% of householders are waiting over 2 months for reports to be processed.
- A total of 63.8% of assessors have been accredited with ABSA for more than 3 months.
- Of the assessors accredited, 69.8% had received their contract from DEWHA.
- More than 77% of the respondents have actively sought assessment work in the last 3 months.
- Of these assessors, more than 55% successfully conducted over 20 assessments, with 22% conducting between 1-10 assessments.
- Of the assessors who did not seek work in the past 3 months, 46.4% said this was due to frustration by delays in the system.
- A total of 61.2% of assessors believed the Government's cap of 5 home audits per week was NOT conducive for future involvement and employment in the Green Loans Scheme.
- Similarly, 75% believed that the cap was NOT viable for setting up a business in the sustainability industry.
- More than 58% of assessors plan to stay in the industry and work permanently on green efficiency programs.
- 33.6% of respondents have a Green Loans contract through a company, 66.4% as an individual.
- 88.7% of those surveyed want further training.

## ABSA HSAS MEMBER SURVEY

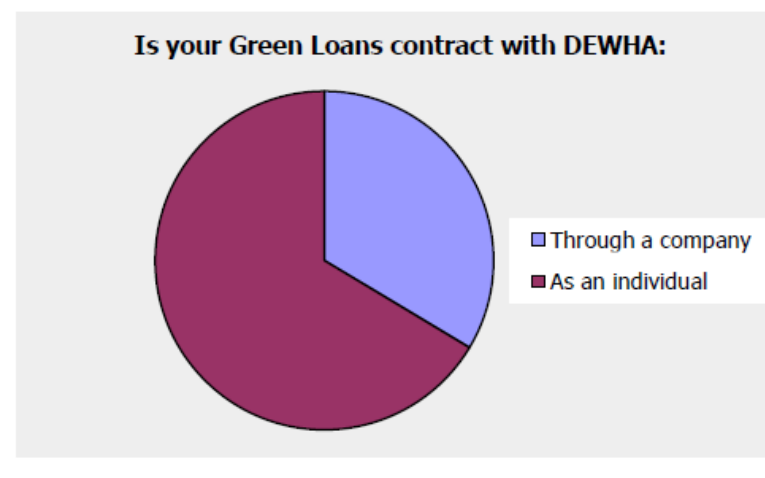
### Question 3.

How many assessments have you conducted in the last 3 months?		
Answer Options	Response Percent	Response Count
None – (survey participation ends) Thank you.	6.3%	42
1-10	22.1%	148
11-20	15.4%	103
21-30	14.3%	96
More than 30	41.9%	281
<i>answered question</i>		<b>670</b>
<i>skipped question</i>		<b>312</b>



### Question 4.

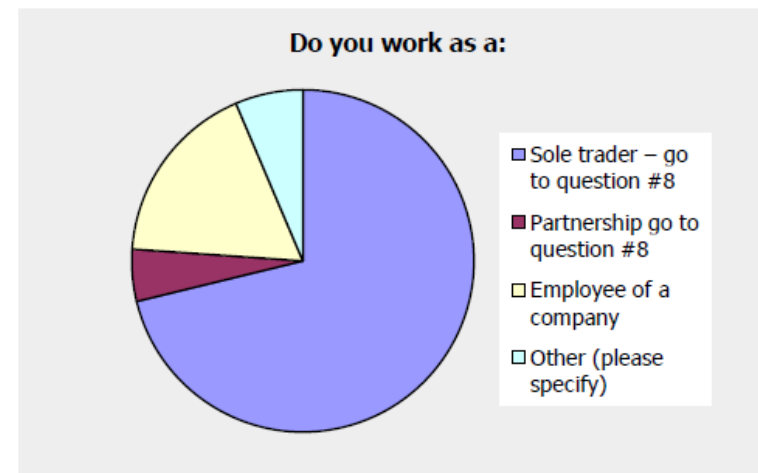
Is your Green Loans contract with DEWHA:		
Answer Options	Response Percent	Response Count
Through a company	33.6%	204
As an individual	66.4%	404
<i>answered question</i>		<b>608</b>
<i>skipped question</i>		<b>374</b>



## ABSA HSAS MEMBER SURVEY

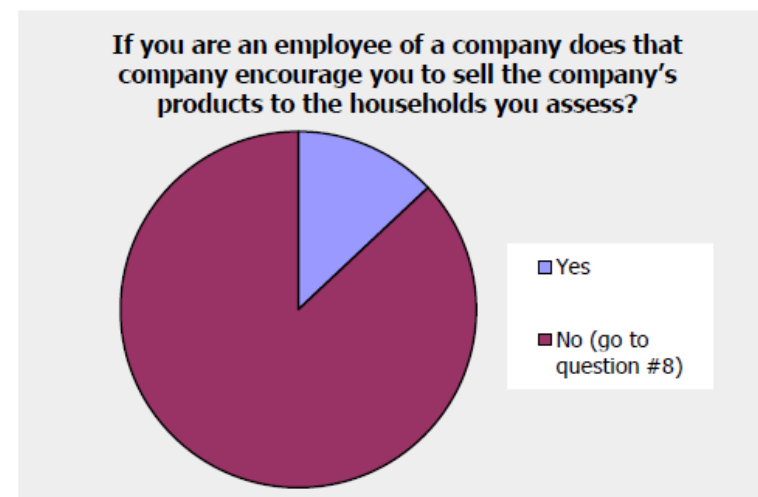
### Question 5.

Do you work as a:		
Answer Options	Response Percent	Response Count
Sole trader – go to question #8	71.2%	432
Partnership go to question #8	4.9%	30
Employee of a company	17.5%	106
Other (please specify)	6.4%	39
<i>answered question</i>		<b>607</b>
<i>skipped question</i>		<b>375</b>



### Question 6.

If you are an employee of a company does that company encourage you to sell the company's products to the households you assess?		
Answer Options	Response Percent	Response Count
Yes	13.0%	24
No (go to question #8)	87.0%	160
<i>answered question</i>		<b>184</b>
<i>skipped question</i>		<b>798</b>

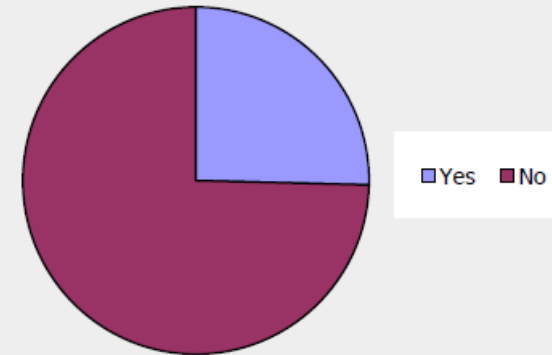


## ABSA HSAS MEMBER SURVEY

### Question 7.

If you successfully sell a product for your company, do you receive a commission?		
Answer Options	Response Percent	Response Count
Yes	25.4%	18
No	74.6%	53
<i>answered question</i>		<b>71</b>
<i>skipped question</i>		<b>911</b>

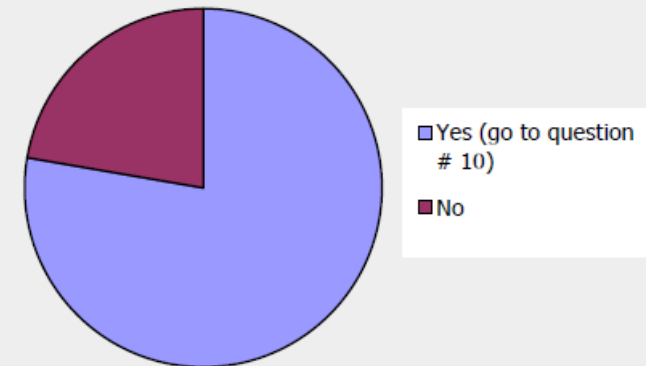
If you successfully sell a product for your company, do you receive a commission?



### Question 8.

Have you been actively seeking assessment work in the last 3 months?		
Answer Options	Response Percent	Response Count
Yes (go to question # 10)	77.7%	466
No	22.3%	134
<i>answered question</i>		<b>600</b>
<i>skipped question</i>		<b>382</b>

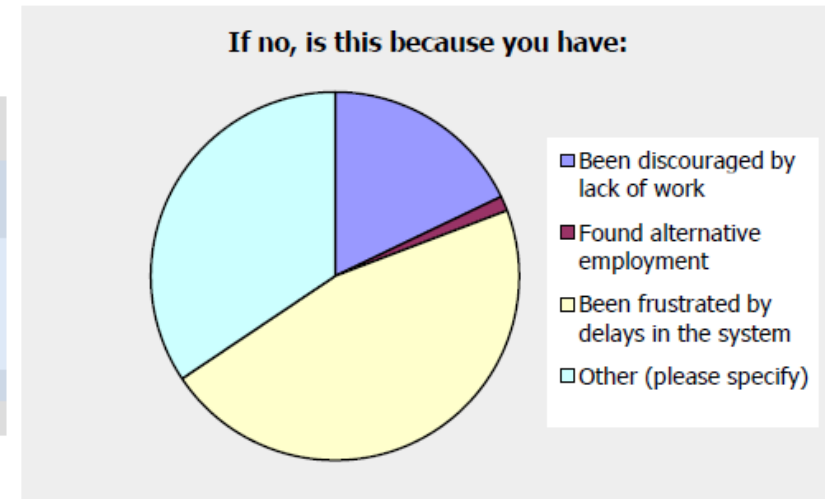
Have you been actively seeking assessment work in the last 3 months?



## ABSA HSAS MEMBER SURVEY

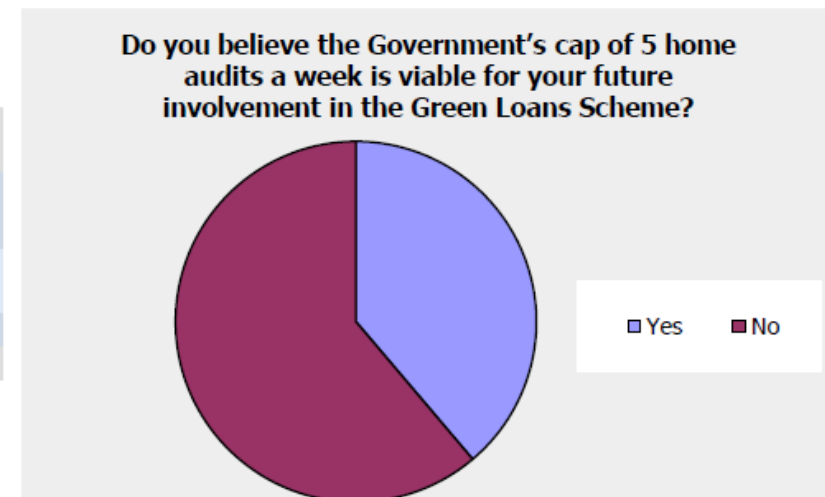
### Question 9.

If no, is this because you have:		
Answer Options	Response Percent	Response Count
Been discouraged by lack of work	17.9%	27
Found alternative employment	1.3%	2
Been frustrated by delays in the system	46.4%	70
Other (please specify)	34.4%	52
<i>answered question</i>		<b>151</b>
<i>skipped question</i>		<b>831</b>



### Question 10.

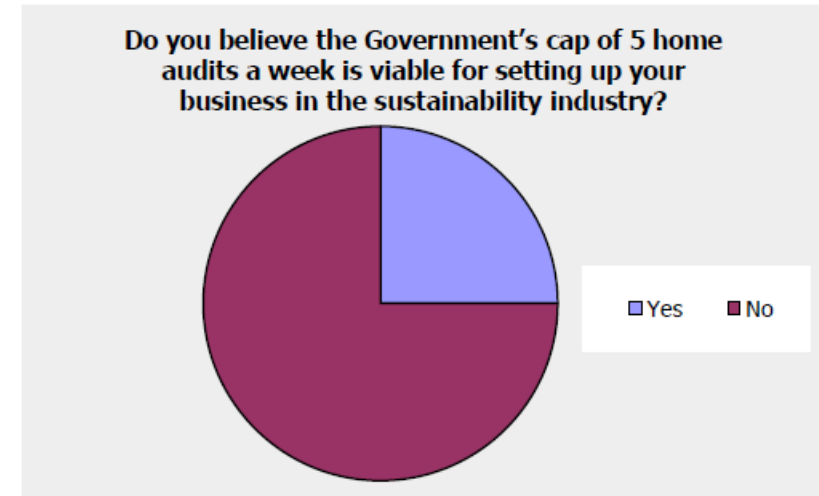
Do you believe the Government's cap of 5 home audits a week is viable for your future involvement in the Green Loans Scheme?		
Answer Options	Response Percent	Response Count
Yes	38.8%	233
No	61.2%	367
<i>answered question</i>		<b>600</b>
<i>skipped question</i>		<b>382</b>



## ABSA HSAS MEMBER SURVEY

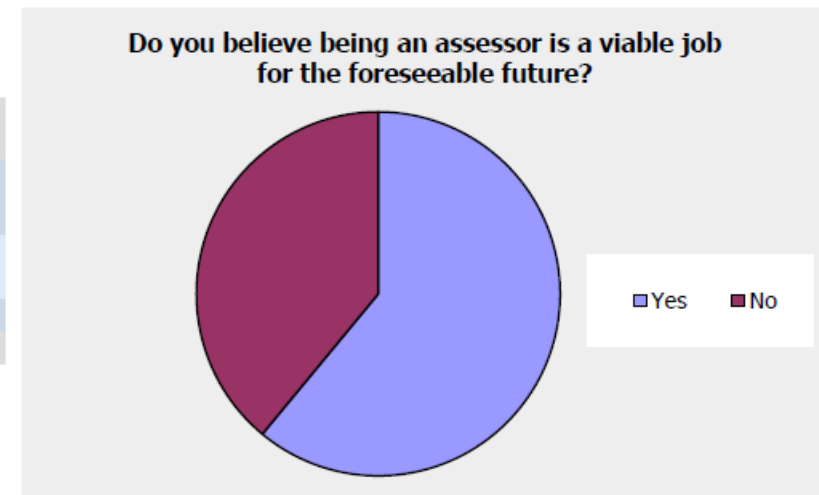
### Question 11.

Do you believe the Government's cap of 5 home audits a week is viable for setting up your business in the sustainability industry?		
Answer Options	Response Percent	Response Count
Yes	25.0%	146
No	75.0%	439
<i>answered question</i>		<b>585</b>
<i>skipped question</i>		<b>397</b>



### Question 12.

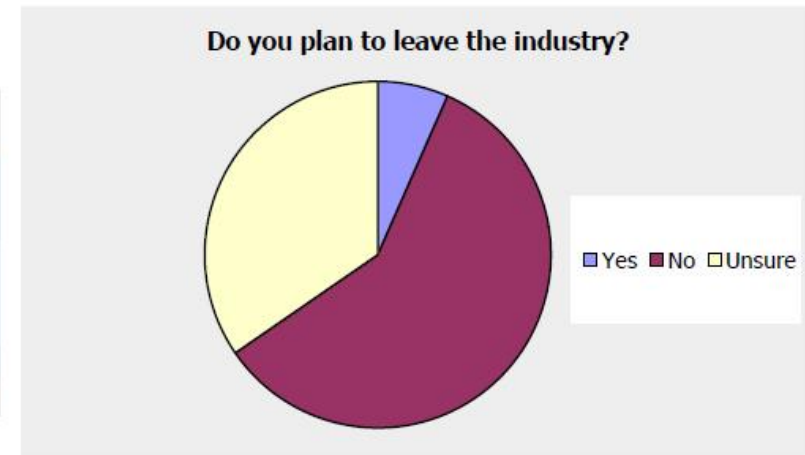
Do you believe being an assessor is a viable job for the foreseeable future?		
Answer Options	Response Percent	Response Count
Yes	61.0%	362
No	39.0%	231
<i>answered question</i>		<b>593</b>
<i>skipped question</i>		<b>389</b>



## ABSA HSAS MEMBER SURVEY

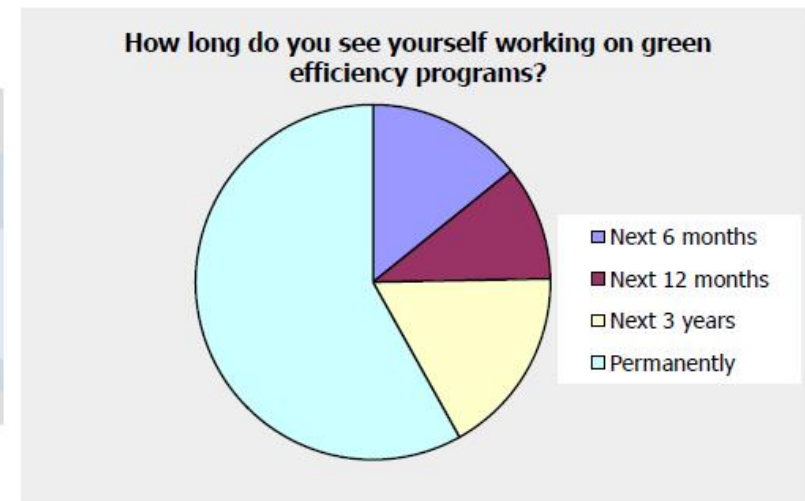
### Question 13.

Do you plan to leave the industry?		
Answer Options	Response Percent	Response Count
Yes	6.6%	39
No	58.8%	350
Unsure	34.6%	206
<i>answered question</i>		<b>595</b>
<i>skipped question</i>		<b>387</b>



### Question 14.

How long do you see yourself working on green efficiency programs?		
Answer Options	Response Percent	Response Count
Next 6 months	14.2%	83
Next 12 months	10.5%	61
Next 3 years	17.2%	100
Permanently	58.1%	339
<i>answered question</i>		<b>583</b>
<i>skipped question</i>		<b>399</b>





## ABSA HSAS MEMBER SURVEY

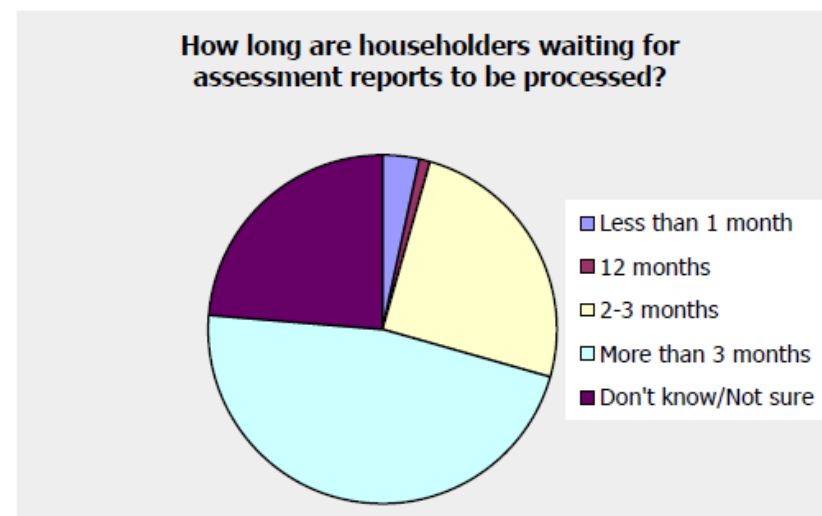
### Question 15.

Do you want to do further training to improve your skills?		
Answer Options	Response Percent	Response Count
Yes	88.7%	519
No	11.3%	66
<i>answered question</i>		<b>585</b>
<i>skipped question</i>		<b>397</b>



### Question 16.

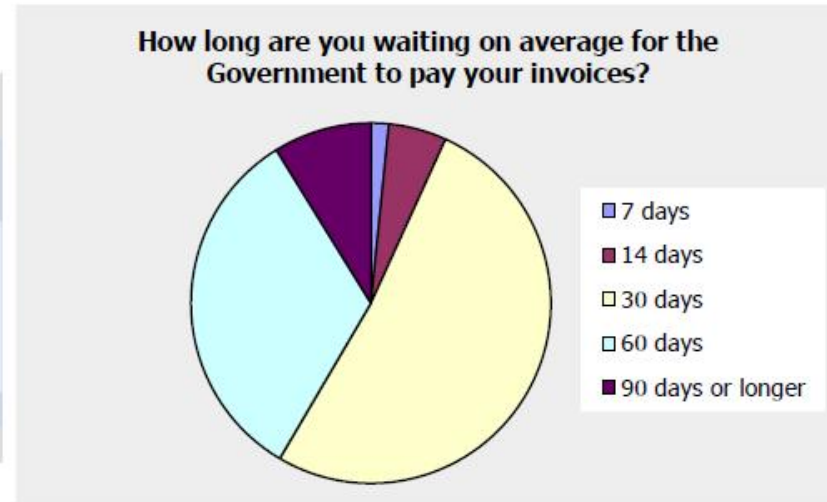
How long are householders waiting for assessment reports to be processed?		
Answer Options	Response Percent	Response Count
Less than 1 month	3.4%	20
12 months	1.0%	6
2-3 months	25.0%	148
More than 3 months	46.9%	277
Don't know/Not sure	23.7%	140
<i>answered question</i>		<b>591</b>
<i>skipped question</i>		<b>391</b>



## ABSA HSAS MEMBER SURVEY

### Question 17.

How long are you waiting on average for the Government to pay your invoices?		
Answer Options	Response Percent	Response Count
7 days	1.6%	9
14 days	5.2%	29
30 days	51.6%	287
60 days	32.7%	182
90 days or longer	8.8%	49
<i>answered question</i>		<b>556</b>
<i>skipped question</i>		<b>426</b>



## **ABSA Discussion Questions – February 24, 2010**

### **Questions about Green Loans**

1. The cap on assessments per week means that Green Loans assessment can only be a part-time occupation. Was this intentional?
2. How do the new contracts differ from the existing contracts?
3. Will assessors receive a signed copy of their new contract?
4. How will you decide who will be in the 5,000 and who will be out?
5. What do you recommend ABSA do with the 1,800 applications that have not yet been fully processed?
6. Will the call centre have a guarantee of service for response times?
7. Will there be an online booking tool? If so, when?
8. How many reports are outstanding?
9. Will all households with outstanding reports be able to access a Green Loan?
10. Will the \$50 reward card ever be sent to householders?
11. Will assessments be audited? If so, when will this start?
12. How do you intend to manage the numerous claims for refunds for training and insurance from people who cannot access work?

### **Questions about ABSA's role in Green Loans**

1. Will DEWHA revise the Protocol for Accrediting Organisations to reflect the changes to the program?
2. Can ABSA have their promised copy of the PriceWaterhouseCoopers audit report?
3. Will DEWHA provide the Continuing Professional Development units promised July 2009?
4. Will DEWHA and the Minister consult in future with ABSA about major changes that will impact on assessors?

### **Questions about future programs**

1. Will bridging programs be offered to assessors for work in GreenStart, Mandatory Disclosure and/or NatHERS?
2. Will DEWHA honour the promise to fund assessors to upgrade their qualification to the Certificate IV?

**Wednesday 10 March, 2010**

**Meeting with Minister Wong Parliament House, Canberra**

### ***A Future for Greener Homes***

**ABSA Representatives:**

- Mr Wayne Floyd - Chairman
- Ms Alison Carmichael- CEO
- Mr Andrew Bradley – Consultant

ABSA does not wish to pre-empt the Minister's thinking about how best to address a number of lingering issues surrounding the Green Loans Program but would like to make a number of major suggestions, many of which have come directly from our members.

The Green Loans Program needs to be reset, with a clear focus on tangible and beneficial outcomes at its core. Contracts, processes and approach must clearly match the objectives of the program. ABSA continues to believe, and this is reflected in the large take up in the numbers of assessments, that the intent behind the scheme is sound and ultimately beneficial for Government, industry, households and the environment.

ABSA members believe that a number of changes should be implemented quickly to provide certainty, restore confidence and get its members working. These suggested changes are outlined below.

In addition ABSA believes that to make the most of the existing green loans opportunity, Government could support actions to build on this to develop a long term private practice or industry, existing without the need for ongoing financial support from Government and taxpayers.

This would involve assessors gaining access to the tool used by DEWHA and working with the tool to develop their own private practice. This could be supported in some way by the Federal Government through tax concessions (on cost of assessment) or some similar mechanism to assist the development of such private practices in its early development.

ABSA members would like to thank the Minister for agreeing to this discussion so quickly and for the opportunity to discuss these longer term solutions to the problems associated with the Federal Government's Green Loans Program.

### ***Immediate***

#### **Greener Homes**

ABSA believes that a compulsory green audit should be the first step to securing other Federal (and State) Government support measures in relation to energy efficiency, water efficiency and the installation of insulation, solar hot water and small scale renewable technology within the home.

*This would ensure:*

- Widespread energy efficiency assessments across the country;
- Assessors have an ongoing stream of work;
- Public funds are being used in the most responsible and efficient way;
- Household holders are making informed choices;
- Household holders are increasing their knowledge of energy use, reduction and conservation;
- Government programs are acting in unison, with the same goal;
- Additional 'checks and balances' for Government and household holders;
- A sharper focus for the most cost and environmentally efficient way to assist low income earners;
- A stronger focus on power and water bills and the best way to reduce them for household holders;
- The relationship between programs and savings for the consumer are strengthened.

Assessment reports would be required to accompany applications for other Government support measures.

Attachment 3: ABSA Submission to Senator Wong (March 10, 2010)

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***ABSA Submission - Green Loans Program Senate Inquiry April 2010***

Suite 1 Level 9, 418A Elizabeth Street, Surry Hills NSW 2010. [www.absa.net.au](http://www.absa.net.au)

ABSA also believes that major renovations in households that require Local Council approval (eg \$100K +) should also require an assessment report.

Assessments should also be offered to small businesses such as cafes, small offices, hairdressers etc to assist them to offset projected rising power costs. A suggestion may be for businesses with a turnover threshold and/ or floor space (eg less than 200 sq m) to qualify.

### **Assessor Numbers and Recontracting**

ABSA believes that all Green Loans assessors should be recontracted by DEWHA.

A process should be implemented whereby all existing contracts between DEWHA and assessors become null and void by a certain date, for example, the end of April.

Replacing them would be a new contract. Contracts would only be offered to active assessors (and not to long term sleepers who have not carried out an assessment.)

Care must also be taken when considering an even geographical spread of assessors nationwide, equal access to those in rural and remote communities and with a strong commitment to access for those from low socio-economic backgrounds.

*New contracts would have tougher provisions including:*

- Enforceable code of practice with a one strike policy;
- Minimum time for assessments, dependent on typical dwelling;
- Assessment reports to be returned to DEWHA within 10 days;
- Restrictions on marketing claims, earnings claims by companies advertising for assessors;
- Maximum number of assessors within a catchment or geographical area- could be matched to Census data;
- Minimum standards for DEWHA re access to work allocation, call centre standards, complaints, issuing of reports to households etc;
- Maximum wait for payment by Department of assessor invoices.

*New contracts would strongly advise assessors:*

- No guarantee of employment;
- Maximum number of assessors;
- Minimum standards;
- Complaints procedures.

ABSA believes that implementing the proposed changes above would see a natural attrition rate of somewhere between 10 and 15 % (900- 1350) of assessors in the program.

As part of this process the program could be rebadged, from Green Loans to Greener Homes, with an accompanying positive, proactive communications campaign to set householders expectations, restore confidence in the scheme and restore faith in the Government's commitment to the scheme in the eyes of accredited assessors.

### **Support and Compensation**

ABSA members believe that Government support should be offered to assessors in line with that offered to those affected by the changes to the insulation package.

Despite a belief that the two schemes were quite different in their nature, ie one was an employment program (Home Insulation Package) and one was an environmental program (Green Loans) the Green Loans program was promoted by Government as a potential business/ employment opportunity.

For example job seekers were encouraged to undertake training for accreditation; contracts make reference to small business and marketing etc.

ABSA also strongly believes that the Government should consider some form of recompense for costs of training, insurance etc for those assessors already in the system now deemed superfluous to need.

ABSA believes that an offer of reimbursement for training, insurance and police check costs would again see a natural and orderly attrition rate from the program and would go some way to resolving the widespread anger of some of our members towards the Government.

ABSA would also implement its own refund policy for money paid to ABSA to accompany this.

## **Longer Term**

### **Accreditation**

ABSA believes that the current accreditation process is robust and has functioned well against a backdrop of major upheavals in the program, unprecedented demand as well as program delivery shortcomings.

However, issues surrounding training standards remain problematic.

*ABSA proposes:*

- Every effort is made, with the support of Minister Wong, to push through endorsement of the Certificate IV qualification for mid year 2010. This requires the support and action by the Federal Education Minister and agreement from the States. This would assist to establish the role of assessor as an occupation with consistent training standards across the country;
- The Government honors a previous commitment to support assessors to upgrade their qualifications to a Certificate IV, over time this being a requirement for continued accreditation and access to this, and future programs;
- It assists to produce CPD units quickly from Certificate IV units for assessors to upgrade their skills.

### **Alternate Finance**

Recent changes to the program have seen the demise of support from Government for the loans component of the Green Loans program.

This has proved problematic.

ABSA's own research has revealed that there are a number of financing alternatives open to householders and ABSA would suggest that Government collate this information and offer it to both assessors and householders. This would again go some way to restore faith that the intent of the scheme is sound, that options are available to people and that changes can be made within households to meet the objectives of the program.

ABSA would also promote these options through a range of communication channels.

### **Developing Private Practice**

The Government could support actions to build on this to develop a long term private practice or industry, existing without the need for ongoing financial support from Government and taxpayers.

This would involve assessors gaining access to the tool used by DEWHA, or similar, and working with the tool to develop their own private practice. This could be supported in some way by the Federal Government through tax concessions (on cost of assessment) or some similar mechanism to assist the development of such private practices in its early development.

***ABSA and its members again thank the Minister for her time and look forward to a productive relationship in the immediate and longer term. ABSA are available at any point to assist the Minister with any information she may need to reach a position on further possible changes.***

### ***A Future for Greener Homes- Additional Questions***

At our second meeting in March 2010 you requested ABSA to respond to a number of the discussion points raised and provide further detail and observations for your consideration. These are contained below.

We trust that the information provided to date has proved helpful to you in your deliberations and look forward to meeting shortly to discuss progress on these deliberations.

### **Objectives**

The objectives of the Green Loans Program are stated clearly on the Program's website:

- ***“Green Loans is an Australian Government initiative to help Australians tackle climate change.”***
- ***“The Green Loans Program assists Australian families to install solar, water saving, and energy efficient products.”***  
[\(<http://www.environment.gov.au/greenloans/about/index.html>\)](http://www.environment.gov.au/greenloans/about/index.html)

ABSA continues to believe that the intent behind the Green Loans Scheme is a highly worthwhile one.

ABSA's observations about 'objectives' are as follows:

An audit of energy efficiency for householders is extremely beneficial to drive real change. Administered effectively in line with other Government measures this should be the starting point for any public expenditure on energy saving or abatement measures such as solar hot water, solar PV etc.

To deliver on these objectives requires trained and accredited assessors, so there is implicit in the program a requirement for an industry or 'army of assessors'.

ABSA believes that the objectives of the Scheme should be:

***“An initiative to help Australians tackle climate change through rigorous and practical assessment measures which provide householders with real information to drive real change in action and behaviour.”***

***“The Green Loans Program is also an opportunity to develop a strong and well trained body of professional assessors whose skills can be utilised for other energy efficiency measures and programs such as Mandatory Disclosure and Green Start.”***

### **Improving Quality**

ABSA proposes:

- Every effort is made, with the support of Minister Wong, to push through endorsement of the Certificate IV qualification for mid year 2010. This requires the support and action by the Federal Education Minister and agreement from the States. This would assist to establish the role of assessor as an occupation with consistent training standards across the country;
- The Government honors a previous commitment to support assessors to upgrade their qualifications to a Certificate IV, over time this being a requirement for continued accreditation and access to this, and future programs;

- It assists to produce CPD units quickly from Certificate IV units for assessors to upgrade their skills;
- A recontracting process (detailed below) would also play a role in making standards for assessors and the Department more robust and enforceable.

These actions would restore some faith and goodwill amongst assessors and would assist them to transition to other programs, making use of the time and expenditure already committed to under the training and accreditation for Green Loans.

## **Re-contracting**

ABSA still believes that all Green Loans assessors should be recontracted by the Department.

*New contracts would have tougher provisions including:*

- Enforceable code of practice with a one strike policy;
- Minimum time for assessments, dependent on typical dwelling;
- Assessment reports to be returned to DEWHA within 10 days;
- Restrictions on marketing claims, earnings claims by companies advertising for assessors;
- Maximum number of assessors within a catchment or geographical area- could be matched to Census data;
- Minimum standards for DEWHA re access to work allocation, call centre standards, complaints, issuing of reports to households etc;
- Maximum wait for payment by Department of assessor invoices.

*New contracts would strongly advise assessors:*

- No guarantee of employment;
- Maximum number of assessors;
- Minimum standards;
- Complaints procedures.

This will serve a dual purpose - improving quality of assessments AND providing greater certainty for assessors in relation to expectations of service, response and payments from the Department.

Recontracting will also remove a number of 'sleepers'- assessors who have not carried out an assessment and do not intend to in future.

The Department has already moved (on Thursday 25<sup>th</sup> March without consulting or informing ABSA) to implement changes to the provisions of contracts. ABSA believes that a complete recontracting process would be a more thorough, substantial and effective action providing greater certainty for all stakeholders and more rigorous checks and balances strengthening the administration of the Program significantly.

## **Geographical Issues**

As discussed in our meetings with you, ABSA is still concerned about the geographical spread of contracted assessors if the Department proceeds with a 'first in' approach to assessor numbers.

ABSA believes that this will create a new and distinct set of issues and challenges and may see highly uneven assessments numbers across the country. This may be of particular concern for those living outside of major metropolitan centres of our largest cities. ABSA believes that there may be an issue here of equity of access to the Program and a shortage or abundance of work for some assessors.

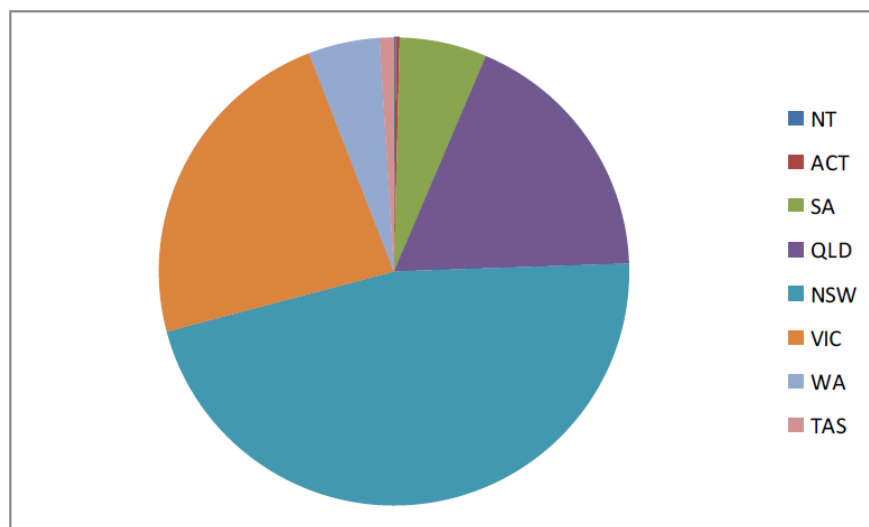


ABSA's own research presents the following numbers for your information and reference:

**TABULAR DATA: Assessors Per State and Population Equivalent**

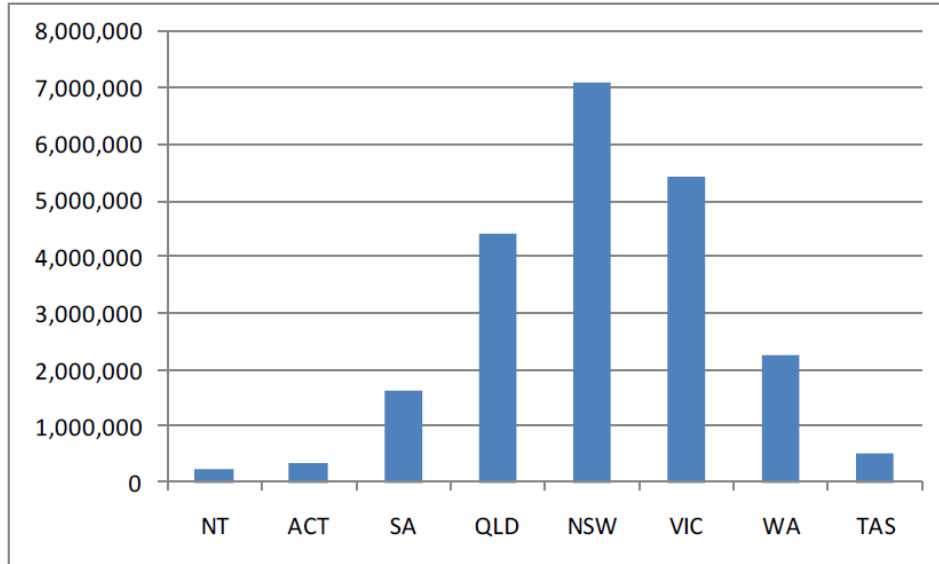
State	ACCREDITED	PENDING	Grand Total	Percentage Equivalent	Population Per State	State/ Population Percentage Equivalent	Ratio Population Per Assessor
NT	9	4	13	0.14%	224,800	1%	17292
ACT	21	1	22	0.24%	351,200	1.6%	15963
NSW	3418	755	4173	46.4%	7,099,700	32.5%	1701
VIC	1762	325	2087	23.2%	5,427,700	25%	2601
QLD	1422	200	1622	18%	4,406,800	20%	2717
SA	481	61	542	6%	1,622,700	7.4%	2994
WA	379	63	442	4.9%	2,236,900	10.2%	5061
TAS	78	11	89	1.00%	502,600	2.3%	5647
<b>Grand Total</b>	<b>7570</b>	<b>1420</b>	<b>8990</b>	<b>99.9%</b>	<b>21,874,900</b>	<b>100%</b>	<b>53976</b>

*Data Source: Australian Bureau of Statistics, 3101.0 - Australian Demographic Statistics, Jun 2009*



*Data Source: Australian Bureau of Statistics, 3101.0 - Australian Demographic Statistics, Jun 2009*

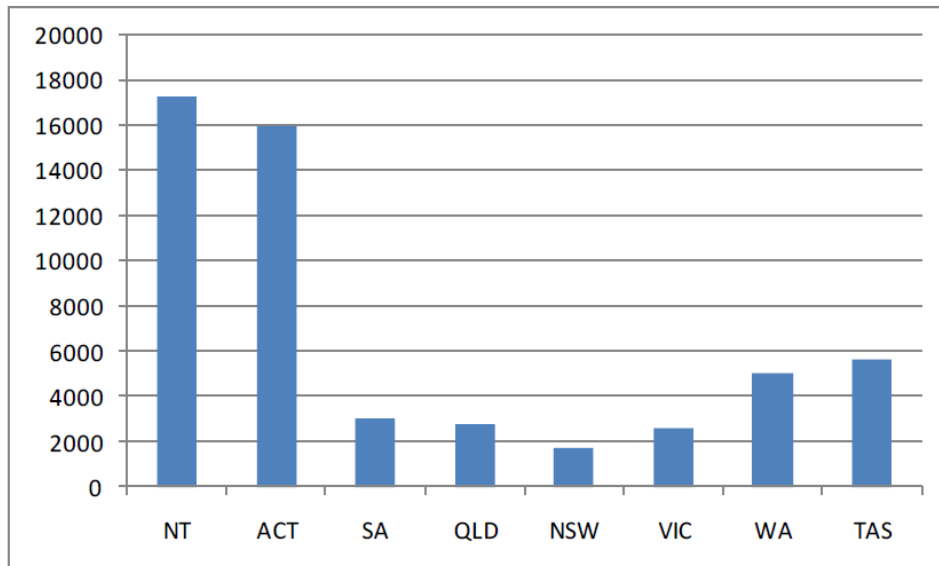
### Population Numbers Per State



Population Total = 21,874,900

Data Source: Australian Bureau of Statistics, 3101.0 - Australian Demographic Statistics, Jun 2009

### Ratio of Assessors by State



Data Source: Australian Bureau of Statistics, 3101.0 - Australian Demographic Statistics, Jun 2009

## **Further Issues**

### ***Invoicing***

Non-payment and/ or late payment of invoices continue to be a major issue raised by our members and one that ABSA believes must be addressed urgently by the Government. These administrative processes again could be improved through a recontracting process and a direct line to the Department with a dedicated permanent staffer to address individual cases. ABSA is concerned that over the last 2 months few positive changes can be found on this front. This causes enormous angst and concern for our members.

### ***Assessment Reports***

ABSA is very interested to know what has happened to the issuing of reports from the Department to householders. In our meeting with Departmental officials on 24 February (following our meeting with Minister Garrett) we were assured that reports were being issued en masse. Subsequent reports from assessors would suggest that this process proved problematic and to date no official advice has been forthcoming on progress on resolving this issue.

### ***Communications***

Communication with ABSA from the Department remains problematic. ABSA continues to seek to work co operatively with the Department for the benefit of its members but kindly requests that every effort is made to inform and consult with ABSA on key changes, issues etc. This issue became apparent again most recently on the issue of change to the provisions of contracts.

ABSA would welcome a dedicated *senior* and *knowledgeable* public servant being assigned as our direct liaison.

## **ABSA Survey**

ABSA recently conducted a survey of its members to better inform us as an organisation and the Government. Nearly 1000 assessors took part providing us with significant data.

The results of this survey are provided as an attachment to this document for your review and information.



# MEDIA RELEASE

**The Hon Peter Garrett MP**

*Minister for the Environment, Heritage and the Arts*

PG/267

8 May 2009

## **AUSTRALIAN HOMES TO BENEFIT FROM GREEN LOANS ROLLOUT**

Environment Minister, Peter Garrett said Australian homeowners will be able to make their homes more energy and water efficient with 1000 home sustainability assessors ready to begin work and credit providers signed up to commence the rollout of the Green Loans Program from July 1.

“Through Green Loans we are making it easier for 360,000 Australian homeowners to learn what they can do to make their homes more energy efficient from an accredited assessor.

“The fact is that for many households the assessor will identify simple, low-cost actions like changing light globes, sealing draughts and repairing leaking taps.

“However, there will also be larger-scale recommendations, many of which can now be adopted at a reduced or zero cost thanks to the Government’s unprecedented investment in energy efficiency – namely installing solar PV or solar hot water or ceiling insulation. Solar hot water and insulation are two of the most cost effective energy efficient changes household can make.

“And now, with the launch of Green Loans, we’re also providing the opportunity for householders to access up to \$10,000 for other alternate changes, enabling them to be well and truly equipped for a low pollution future.”

Mr Garrett said in light of the Government’s \$4 billion investment in energy efficiency, lower interest rates and major shifts in the global financial markets, some changes had been made to the scheme to ensure that it is better focused:

- Household assessments for 360,000 households will now come at zero cost and will no longer be tied to the loan
- Loans of up to \$10,000 will now be interest free for the first four years
- The Government will reduce the number of loans available to 75,000 over the five year life of the scheme.

“With more than 300,000 households now able to access the solar hot water rebate and 2.9 million homes eligible for free ceiling insulation and more solar panels going on more roofs than at any other time in the nation’s history, these are sensible changes to the Green Loans program which acknowledge that many homeowners won’t need a loan to make big changes to improve their energy efficiency.

“Trained assessors will begin providing free in-home assessments and advice on heating, cooling, lighting, hot water and water efficiency in every capital city and two regional locations from next week. Loans and the full program will commence nationwide from July 1.

“I am pleased to announce the first five of our financial partners: Melbourne based winner of a 2005 Banksia Award MECU, the largest community based financial institution in Sydney and the Central Coast Community First Credit Union, Queensland’s Maleny Credit Union, industry-based Old Gold Credit Union Co-op and the latest to sign up is the New England Credit Union with over 60, 000 members in New South Wales.

“My Department is also in negotiations with a number of other financial providers and I expect to be able to announce further details soon.”

Minister Garrett said home owners wishing to participate in the Green Loans Program follow three steps:

1. Register for a free home sustainability assessment
2. Receive your tailored home sustainability assessment report
3. Choose your home sustainability actions which may include applying to a financial partner for a Green Loan

For more information on the Green Loans Program including a full list of eligibility guidelines visit [www.environment.gov.au/greenloans](http://www.environment.gov.au/greenloans)



# Contract for the provision of Assessor Services by an individual

## Green Loans Program

### *PLEASE READ BEFORE FILLING OUT CONTRACT*

*Important note:*

*The Contract may only be entered into by an individual.*

*Contracts are only valid if an original copy is posted to the Department. Faxed or email versions will not be accepted.*

*To complete the Contract, the Assessor must:*

*a) complete Items 2 to 4 below*

*b) sign the relevant execution block on the Signing page and*

*c) send these four pages by post only to: Green Loans Program, GPO BOX 787, Canberra ACT 2601*

*If you require a signed copy for your records, you will need to sign and send two copies, one of which will be returned to you.*

*If the Department accepts and executes the Contract, the Assessor will be bound by the Contract.*

*Assessors should carefully read the Terms and Conditions of the Contract set out on the Program Website, and understand the legal consequences and the obligations imposed on the Assessor.*

*Assessors are advised to obtain independent legal advice.*

*The Department does not intend to negotiate the Terms and Conditions of the Contract.*

## Contract Details

### Item 1 - Department contact details

Name	Commonwealth of Australia as represented by the Department of the Environment, Water, Heritage and the Arts
Short form name	Department
ABN	34 190 894 983
Contact person	Director, Green Loans Program
Street address	John Gorton Building, King Edward Terrace, Parkes ACT 2600 Australia
Postal address	GPO Box 787, Canberra, ACT 2601

Telephone number 1800 895 076

**Item 2 - Assessor contact details**

Name \_\_\_\_\_

Short form name Assessor

ABN \_\_\_\_\_

*Note: The Assessor must have an ABN to enter into the Contract.*

GST registered? Yes  No

*Note: Please tick the appropriate box.*

Street address \_\_\_\_\_

Postal address \_\_\_\_\_

*Note: If the postal address is the same as the street address, please insert 'As above'.*

Telephone number \_\_\_\_\_

Facsimile number \_\_\_\_\_

Email \_\_\_\_\_

**Item 3 - Assessor bank details**

*Note: Assessors should provide details for the bank account in which payment for Service Charges is to be deposited.*

Bank name \_\_\_\_\_

Account name \_\_\_\_\_

Account number \_\_\_\_\_

BSB \_\_\_\_\_

**Item 4 - Assessor accreditation details**

Accreditation Number \_\_\_\_\_

Accrediting Organisation \_\_\_\_\_

## Agreed terms

1. This Contract is made between the person specified in Item 2 of this Contract as the Assessor (**Assessor**) and the Commonwealth of Australia as represented by the Department of the Environment, Water, Heritage and the Arts (**Department**).
2. This Contract includes the terms and conditions set out on the Program Website (**Terms and Conditions**) and the Schedule of Service Charges set out on the Program Website, and is subject to variation by the Department at any time at the Department's absolute discretion. The Department will give prior notification to the Assessor of any changes to this Contract.
3. By completing, executing and submitting this Contract, the Assessor agrees to provide, from time to time, Services (as specified in the Green Loans Program Assessor Procedures) on the Terms and Conditions.
4. The Assessor agrees to be bound by the Terms and Conditions if this Contract is executed by the Department.
5. By executing this Contract, the Department agrees to be bound by the Terms and Conditions.



## Signing page

EXECUTED as an agreement.

*Note: The Assessor is required to sign this execution block as follows:*

- *insert the name of the Assessor. This should be the same as the name listed in Item 2 above.*
- *the Assessor should sign where indicated in the presence of a witness.*
- *the witness should be an adult (over 18 years). The witness need not hold any formal qualifications.*
- *the witness should insert his or her name and sign where indicated.*
- *insert the date of signature.*

Signed by

\_\_\_\_\_  
Name of Assessor

\_\_\_\_\_  
Signature

in the presence of

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Date

**Signed for the Commonwealth of Australia  
as represented by the Department of the Environment,  
Water, Heritage and the Arts** by an authorised officer  
in the presence of

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Name of officer (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office held

# Provision of Assessor Services

## Terms and Conditions

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## 1. When this Contract becomes effective

This Contract becomes effective on the date it is executed by the Department and continues until terminated in accordance with the terms of this Contract (**Term**).

## 2. Definitions and interpretation

Terms used in this Contract are defined in the dictionary at clause 26.1, and rules for interpreting this Contract are in clause 26.2.

## 3. Provision of Services

### 3.1 Assessor obligations

The Assessor must ensure that the Services are supplied:

- (a) to the reasonable satisfaction of the Department;
- (b) with due skill and care and to the best of the Assessor's knowledge and expertise;
- (c) to a high standard and in accordance with the professional standards of conduct applying to the relevant industry;
- (d) in accordance with the Green Loans Program Assessor Procedures;
- (e) in accordance with relevant Australian industry standards, best practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines;
- (f) in accordance with all applicable Laws, including occupational health and safety and discrimination legislation;
- (g) in accordance with any directions in relation to the Services given by the Department from time to time;
- (h) promptly and without delay;
- (i) so as to keep accurate and auditable records relating to the performance of the Services; and
- (j) otherwise in accordance with the provisions of this Contract.

### 3.2 No guarantee of work

The Assessor acknowledges that there is no guarantee or assurance:

- (a) of any particular volume of business under this Contract or the Program; or
- (b) that the Assessor will receive any bookings to undertake any Assessments.

### 3.3 Assessor warranties

The Assessor represents and warrants that:

- (a) it has the right to enter into this Contract;
- (b) it has all rights, title, licences, accreditations, interests and property necessary to lawfully perform the Services;
- (c) it has the necessary experience, skill, knowledge, expertise and competence to perform the Services and (where appropriate) will hold such licences, permits or registrations as are required under any State, Territory or Commonwealth legislation to perform the Services;
- (d) the Services will be fit for their purposes;

- (e) the Services will be complete and accurate;
- (f) any materials that the Assessor incorporates in the Services are free from defects in design, performance and workmanship;
- (g) all work performed under this Contract will be carried out and completed in a proper and workmanlike manner, and in accordance with all applicable Laws, including occupational health and safety and discrimination legislation; and
- (h) if the Assessor is a trustee, it enters this Contract personally and in its capacity as trustee and has the power to perform its obligations under this Contract.

### **3.4 Additional services that do not form part of the Services**

- (a) The Assessor must not, at the time of conducting the Assessment, undertake any additional services on its own behalf or on behalf of or for any person, that do not form part of the Services, unless those additional services have been approved in writing by the Department.
- (b) In approving any additional services under clause 3.4(a), the Department may impose any conditions it thinks fit, and the Assessor must comply with those conditions.
- (c) Where the Department approves the undertaking of additional services by the Assessor, the Assessor must provide to the Department:
  - (i) a description of the additional services; and
  - (ii) any information collected for the purposes of those additional services, for each Assessment.
- (d) Notwithstanding the approval of any additional services by the Department under this clause 3.4, the Assessor remains responsible at all times for the undertaking of any additional services.

## **4. Accreditation requirements**

### **4.1 Assessor to have and maintain accreditation**

To provide the Services, the Assessor must, at no cost to the Department, have and maintain accreditation with an Accrediting Organisation at all times.

### **4.2 Confirmation of accreditation**

- (a) The Assessor must provide written evidence of its accreditation with an Accrediting Organisation to the Department upon request.
- (b) The Assessor must immediately notify the Department of any suspension, cancellation, non-renewal or change of its accreditation with an Accrediting Organisation.

### **4.3 Suspension of provision of Services**

In the event that, during the Term, the Assessor does not have accreditation (for example as a result of suspension or cancellation of the Assessor's accreditation by an Accrediting Organisation), the Assessor must, for the period of any suspension or cancellation, remove its Availability Information from the Online Booking System and must not:

- (a) advertise the Services;
- (b) book Assessments to be undertaken by the Assessor;
- (c) provide Services; or

- (d) use the Department's Material or the Contract Material, for the period during which the Assessor does not have accreditation.

## 5. Training requirements

### 5.1 Training requirements

The Assessor must undertake:

- (a) training in respect of the Online Booking System and the Assessment Software as reasonably requested by the Department; and
- (b) ongoing training and continuing professional development in respect of the Services, as reasonably requested by the Department or an Accrediting Organisation.

### 5.2 Confirmation of training

The Assessor must provide written evidence of training undertaken in accordance with clause 5.1 to the Department upon request.

## 6. Use of and access to Online Booking System

### 6.1 Registration on Online Booking System

- (a) The Assessor must register its available areas of service and available hours of service (**Availability Information**) on the Online Booking System in order to participate in the Program and provide Services.
- (b) The Assessor must update its Availability Information on the Online Booking System in the event its available areas of service or available hours of service change.
- (c) The Department reserves the right to monitor, audit and veto Availability Information placed on the Online Booking System.

### 6.2 Confirmation of Assessment bookings using Online Booking System

The Assessor must confirm all Assessment bookings in relation to Assessments to be undertaken by the Assessor, through the Online Booking System, regardless of whether the Assessment booking is initiated in person, over the phone or via the internet.

### 6.3 Warranty by Assessor

- (a) In placing the Availability Information on the Online Booking System, the Assessor warrants that it is accredited with an Accrediting Organisation.
- (b) The Assessor warrants that the information it places on the Online Booking System is:
  - (i) current and accurate; and
  - (ii) suitable for publication on the Online Booking System and does not include Confidential Information.

### 6.4 Assessor bears risk

- (a) The internet is not a secure public network which means there are risks that information sent to or from the Online Booking System may be intercepted, corrupted or modified by third parties.
- (b) In addition, files obtained from or through the Online Booking System may contain computer viruses, disabling codes, worms or other devices or defects and technical problems may mean that transmission to the Online Booking System is interrupted.

- (c) The Assessor bears the risks and responsibility for any loss or damage caused, directly or indirectly, by the risks referred to in this clause 6.4.

## 6.5 General disclaimer of liabilities

To the maximum extent permitted by Law, the Department disclaims all responsibility and liability for any loss, damage, expense and costs incurred by the Assessor:

- (a) in placing information on the Online Booking System, including any delay in publishing that information on the Online Booking System; or
- (b) arising out of the accessing, downloading, viewing, reliance on, or any other use of any information on the Online Booking System by the Assessor or the Assessor's Personnel, the Department (including its Personnel), a Householder or any other person.

## 6.6 Indemnity by Assessor

The Assessor indemnifies the Department against any Losses incurred by the Department, arising from or in connection with the:

- (a) the placement of information by the Assessor on the Online Booking System;
- (b) the publication of that information on the Online Booking System;
- (c) the use of that information by the Department, any Householder or any other person; or
- (d) a claim that the information infringes the Intellectual Property Rights of any person, or breaches the confidence of another person.

## 7. Advertising of Services

- (a) Subject to clause 7(b), the Assessor may advertise its Services and approach members of the public to advise them of the Services.
- (b) When advertising the Services, the Assessor must advertise in accordance with the Green Loans Program Style Guide.

## 8. Department Material

The Department may provide to the Assessor Department Material and the Assessor must ensure that the Department Material is used strictly in accordance with any conditions, restrictions or directions specified by the Department.

## 9. Assessment Software

### 9.1 Provision of Assessment Software

- (a) The Department will provide online access to the Assessment Software to the Assessor on the Program Website.
- (b) The Assessor acknowledges that:
  - (i) it is the Assessor's responsibility to ensure that it uses the most current version of the Assessment Software; and
  - (ii) to operate the Assessment Software, the Assessor is required to supply its own computer and all necessary equipment and must ensure that the computer and equipment meet the compatibility requirements published with the Assessment Software.

## 9.2 Use of Assessment Software

The Assessor must not:

- (a) adapt, reverse engineer, decompile, delete, amend or otherwise modify the Assessment Software;
- (b) create a derivative product from the Assessment Software (**Derivative**);
- (c) commercialise or attempt to commercialise the Assessment Software or any Derivative;
- (d) sub-license the Assessor's rights in respect of the Assessment Software under this Contract; or
- (e) use the Assessment Software in a way that could be detrimental to the interests or reputation of the Department.

## 9.3 Disclaimer

- (a) The Department in conjunction with third parties has developed the Assessment Software to assist the Assessor to conduct Assessments under the Program. The Department makes the Assessment Software available on the condition that the Assessor will exercise its own skill and care with respect to use of the Assessment Software, and accept that the Assessment Software is subject to revision and regular updates. The use of the Assessment Software is strictly at the Assessor's own risk.
- (b) While care has been taken to ensure the Assessment Software accords with the Department's requirements under the Program, the Department makes no representation or warranty (express or implied) as to the currency, completeness, accuracy, reliability or suitability of the Assessment Software and does not guarantee that the Assessment Software is free from errors, viruses or defects.
- (c) The Assessor assumes all risk and responsibility for the use of the Assessment Software, and for the interpretation of any results obtained from use of the Assessment Software and must exercise all appropriate precautions before placing any reliance on those results.

## 9.4 Intellectual Property Rights

- (a) Save to the extent of any inclusion of Third Party Material, all Intellectual Property Rights in the Assessment Software are retained by the Department.
- (b) All rights not expressly granted to the Assessor are reserved.
- (c) The Department does not warrant that the Assessment Software does not infringe the Intellectual Property Rights or moral rights of any third party.

## 9.5 Release and indemnity

The Assessor releases and indemnifies the Department (including its Personnel) in respect of all claims and Losses arising, directly or indirectly from the Assessor's or any other person's use of the Assessment Software.

# 10. Intellectual Property Rights

## 10.1 Intellectual Property Rights not affected

This Contract does not affect the ownership of Intellectual Property Rights in any Department Material, Assessor Material, or Third Party Material.

## 10.2 Contract Material

- (a) Ownership of Intellectual Property Rights in Contract Material will vest, upon creation, in the Department.

- (b) To the extent that the Assessor needs to use any of the Contract Material for the purpose of performing its obligations under this Contract, the Department grants to the Assessor, subject to any conditions, restrictions or any direction by the Department, a royalty-free, non-exclusive, non-transferable licence to use, reproduce, adapt, modify, distribute and communicate such Contract Material solely for the purpose of providing the Services.

### **10.3 Department Material**

To the extent that the Assessor needs to use any of the Department Material for the purpose of performing its obligations under this Contract, the Department grants the Assessor for the Term a non-exclusive, non-transferable, royalty-free licence to use, access and display Department Material solely for the purposes of performing the Services under this Contract.

### **10.4 Assessor Material**

The Assessor grants the Department a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable licence (including a right to sub-license to other Australian Government agencies and the Department's other contractors) to use, reproduce, communicate, adapt, support, and exploit the Assessor Material anywhere in the world for the purpose of the Department exercising its rights in the Contract Material.

### **10.5 Third Party Material**

To the extent that the Assessor includes, embodies or attaches Third Party Material to the Contract Material, the Assessor must ensure that the Department obtains, at no additional cost to the Department, all licences and permits to the Third Party Material necessary or convenient to enable the Department to use the Third Party Material for Departmental or portfolio purposes.

### **10.6 Intellectual Property Rights warranty**

The Assessor warrants that anything done by the Assessor in the course of providing the Services, including the provision of the Assessor Material and the development of the Contract Material, and any use of the Assessor Material or Contract Material (except if used otherwise than as contemplated by this Contract) by the Department or its clients, employees, officers, agents or contractors, will not infringe the Intellectual Property Rights of any person.

## **11. Payment**

### **11.1 Obligation to pay charges**

Subject to this clause 11 and the Services meeting the requirements of this Contract, the Department must pay to the Assessor the applicable Service Charges.

### **11.2 Pre-conditions for payment**

- (a) The Department is not obliged to pay the Assessor in relation to an Assessment unless the following pre-conditions have been met:
- (i) the Assessor has confirmed the Assessment booking using the Online Booking System;
  - (ii) the Assessor is accredited with an Accrediting Organisation at the time of performing the Services;
  - (iii) the Assessor has submitted the Assessment Report for the Assessment to the Department; and
  - (iv) the Assessor has completed the Services in accordance with the requirements of this Contract.



- (b) The Department is not obliged to pay the Assessor in relation to a Non Attendance unless the following pre-conditions have been met:
  - (i) the Assessor has confirmed the Assessment booking using the Online Booking System;
  - (ii) the Assessor is accredited with an Accrediting Organisation at the time of performing the Services; and
  - (iii) the Assessor has notified the Department of the Non Attendance using the Online Booking System.

### 11.3 Invoicing requirements

- (a) The Assessor must provide a correctly rendered invoice to the Department for the applicable Service Charges in accordance with the requirements specified in paragraph 11.3(b), and no more frequently than once a month.
- (b) The invoice must include:
  - (i) the title: Green Loans Program - Assessor Services;
  - (ii) the Assessor's name, ABN and Accreditation Number;
  - (iii) an itemised list of the Services conducted and the applicable Service Charges for the relevant period, including, for each Assessment booking, the Assessment Reference Number; and
  - (iv) such other information as the Department requires.
- (c) Invoices should be submitted to:

Attention: Contract Manager, Green Loans Program  
Department of the Environment, Water, Heritage and the Arts  
GPO Box 787  
CANBERRA ACT 2601

### 11.4 Due date for payment

The Department must make payment of a correctly rendered invoice within 30 days after receiving the invoice.

### 11.5 Incorrect invoices and under/over payment

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Assessor, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by the Department to the Assessor under this Contract.

### 11.6 Expenses

The Assessor must not charge the Department for any fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges) in addition to the Service Charges. The Department is under no obligation to pay any amount in excess of the applicable Service Charges.

### 11.7 Taxes

The Assessor must pay:

- (a) all stamp duty (including penalties and interest) assessed or payable in respect of this Contract and the undertaking of the Services; and

- (b) subject to clause 12, all taxes, duties and government charges imposed or levied in connection with the performance of this Contract.

## 12. GST

### 12.1 Interpretation

Words or expressions used in this clause 12 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 12.

### 12.2 Consideration is GST exclusive

Any consideration payable or to be provided for a supply under this Contract is exclusive of GST.

### 12.3 Gross up of consideration

If a party (**Supplier**) makes a supply under this Contract on which GST is imposed (not being a supply the consideration for which is specifically described in this Contract as 'GST inclusive'):

- (a) the consideration payable or to be provided for that supply under this Contract but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an additional amount equal to the GST payable on the supply (**GST Amount**); and
- (b) subject to clause 12.4, the GST Amount must be paid to the Supplier by the Recipient at the same time as the GST exclusive consideration is payable or to be provided.

### 12.4 Payment of GST Amount

The Department will only pay a GST Amount in respect of any taxable supply made to it under this Contract if the Assessor has:

- (a) at Item 2 of the Contract Details, ticked the box which states that the Assessor is registered for GST and stated its ABN or otherwise notified the Department in writing that it is registered for GST. For the avoidance of doubt, if the Assessor indicates (in this Contract or otherwise) that it is not registered for GST, the Department will not pay any GST Amount to the Assessor; and
- (b) provided the Department with a valid tax invoice for that supply on or before the time the GST exclusive consideration for that supply is payable or to be provided under this Contract.

### 12.5 Reimbursements (net down)

If a payment to a party under this Contract is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

### 12.6 PAYG withholding

The Assessor acknowledges that in undertaking the activities required by this Contract, the Assessor is carrying on an enterprise and must state its Australian Business Number (ABN) in this Contract. If the Assessor's ABN is not stated in this Contract or the Assessor does not otherwise notify the Department of its ABN in writing, the Department will deduct from any payment made to the Assessor, an amount of PAYG withholding tax at the prescribed rate in accordance with Part 2-5 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) and remit that amount to the Australian Taxation Office.

## 13. Releases and indemnity

### 13.1 Releases

- (a) To the maximum extent permitted by Law, the Assessor releases the Department from any Losses directly or indirectly arising from or incurred in connection with the Assessor's dealings or any interaction with any:
  - (i) training organisation in connection with any training course undertaken or related in any way to the Program;
  - (ii) Accrediting Organisation in connection with any accreditation related in any way to the Program; or
  - (iii) Householder or third party in relation to or in connection with the Services.
- (b) To the maximum extent permitted by Law, the Assessor releases the Department from any Losses arising from or in relation to personal injury or property damage incurred by the Assessor in connection with the Services except to the extent that any negligent act or omission by the Department, its officers or employees contributed to the injury or damage.

### 13.2 Indemnity

The Assessor indemnifies the Department against any Losses:

- (a) arising out of, or as a consequence of, any unlawful or negligent act or omission or breach of this Contract by the Assessor or its Personnel;
- (b) arising from or in relation to personal injury or property damage incurred by a third party in connection with the Services; or
- (c) arising out of, or as a consequence of, any additional services undertaken under clause 3.4, except to the extent that any negligent act or omission by the Department, its officers or employees contributed to the Losses.

## 14. Insurance

### 14.1 Obligation to maintain insurance

In connection with the provision of the Services, the Assessor must have and maintain:

- (a) for the Term, valid and enforceable insurance policies for:
  - (i) public liability to the value of \$10 million per claim;
  - (ii) either professional indemnity or errors or omissions to the value of \$2 million per claim; and
  - (iii) workers' compensation as required by Law; and
- (b) for one year following the expiration or termination of this Contract, valid and enforceable insurance policies for either professional indemnity or errors or omissions to the value of \$2 million per claim.

### 14.2 Confirmation of insurance

- (a) The Assessor must provide written evidence of the insurance policies referred to in clause 14.1 to the Department upon request.
- (b) The Assessor must immediately notify the Department of any cancellation or non-renewal of the insurance policies specified in clause 14.1.

## 15. Confidentiality

### 15.1 Prohibition on disclosure

- (a) Subject to clause 15.2, the Assessor must not, and must ensure that its Personnel (if any) do not, without the prior written consent of the Department, disclose any Department Confidential Information to a third party.
- (b) Subject to clause 15.2, the Department must not, without the prior written consent of the Assessor, disclose any Assessor Confidential Information to a third party.

### 15.2 Exceptions to obligations

The obligations on the parties under this clause 15 will not be taken to have been breached to the extent that Confidential Information:

- (a) is disclosed by a party to its Advisers, employees, officers, agents or contractors solely in order to comply with obligations, or to exercise rights, under this Contract;
- (b) is disclosed by the Department to the responsible Minister or a House or a Committee of the Parliament of the Commonwealth or is shared by the Department within the Department's organisation or with a Commonwealth agency, where this serves the Department's or the Commonwealth's legitimate interests;
- (c) is authorised or required by Law, including under this Contract, under a licence or otherwise, to be disclosed; or
- (d) is in the public domain otherwise than due to a breach of this clause 15.

### 15.3 No reduction in privacy obligations

Nothing in this clause 15 derogates from any obligation which either party may have either under the *Privacy Act 1988* (Cth) as amended from time to time, or under this Contract, in relation to the protection of personal information.

## 16. Protection of personal information

### 16.1 Application of this clause

This clause 16 applies only where the Assessor deals with personal information when, and for the purpose of, providing Services under this Contract.

### 16.2 Obligations

The Assessor acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the *Privacy Act 1988* (Cth) (**Privacy Act**), and agrees in respect of the provision of Services under this Contract:

- (a) to use or disclose personal information obtained during the course of providing Services under this Contract, only for the purposes of this Contract;
- (b) not to do any act or engage in any practice that would breach an IPP contained in section 14 of the Privacy Act, which if done or engaged in by an agency, would be a breach of that IPP;
- (c) to carry out and discharge the obligations contained in the IPPs as if it were an agency under the Privacy Act;
- (d) to notify individuals whose personal information the Assessor holds, that complaints about acts or practices of the Assessor may be investigated by the Privacy Commissioner who has power to award compensation against the Assessor in appropriate circumstances;

- (e) not to use or disclose personal information or engage in an act or practice that would breach section 16F of the Privacy Act (direct marketing), an NPP (particularly NPPs 7 to 10) or an APC, where that section, NPP or APC is applicable to the Assessor, unless:
  - (i) in the case of section 16F – the use or disclosure is necessary, directly or indirectly, to discharge an obligation of this Contract; or
  - (ii) in the case of an NPP or an APC – where the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under this Contract, and the activity or practice which is authorised by this Contract is inconsistent with the NPP or APC;
- (f) to disclose in writing to any person who asks, the content of the provisions of this Contract (if any) that are inconsistent with an NPP or an APC binding a party to this Contract;
- (g) to immediately notify the Department if the Assessor becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 16;
- (h) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner, to the extent that they are not inconsistent with the requirements of this clause 16; and
- (i) to ensure that any employee of the Assessor who is required to deal with personal information for the purposes of this Contract is made aware of the obligations of the Assessor set out in this clause 16.

### 16.3 Subcontracts

The Assessor must ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the subcontractor has the same awareness and obligations as the Assessor has under this clause 16, including the requirement in relation to subcontracts.

### 16.4 Indemnity

The Assessor agrees to indemnify the Department in respect of any Losses suffered or incurred by the Department which arises directly or indirectly from a breach of any of the obligations of the Assessor or its Personnel under this clause 16.

### 16.5 Definitions

In this clause 16, the terms ‘agency’, ‘approved privacy code’ (APC), ‘Information Privacy Principles’ (IPPs), and ‘National Privacy Principles’ (NPPs) have the same meaning as they have in section 6 of the Privacy Act, and ‘personal information’, which also has the meaning it has in section 6 of the Privacy Act, means:

‘information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion’.

## 17. Conflict of interest

### 17.1 Requirement for independence

- (a) The Assessor must act impartially at all times and provide Assessments that are accurate, independent and free of commercial influence.
- (b) Unless otherwise specified in this Contract or the Green Loans Program Assessor Procedures, or by the Department, the Assessor must not:

- (i) communicate or use commercial branding for products or services during an Assessment; or
- (ii) direct Householders towards a range of products or services developed or supported by an enterprise with which the Assessor is associated or from whom the Assessor receives a commission or other benefit.

## 17.2 Warranty

The Assessor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Contract no conflict of interest exists or is likely to arise in the performance of its or its Personnel's obligations under this Contract.

## 17.3 Notification of a conflict of interest

If, during the performance of the Services a conflict of interest arises, or appears likely to arise, the Assessor must:

- (a) notify the Department immediately in writing;
- (b) make full disclosure of all relevant information relating to the conflict; and
- (c) take such steps as the Department requires to resolve or otherwise deal with the conflict.

## 18. Books and records

### 18.1 Assessor to keep books and records

The Assessor must:

- (a) keep adequate books and records, in accordance with Accounting Standards, in sufficient detail to enable the amounts payable by the Department under this Contract to be determined; and
- (b) retain for a period of seven years after the expiration or termination of this Contract all books and records relating to the Services.

### 18.2 Costs

The Assessor must bear its own costs of complying with this clause 18.

## 19. Audit and access

### 19.1 Right to conduct audits

The Department or its representative may conduct audits relevant to the performance of the Assessor's obligations under this Contract. Audits may be conducted of:

- (a) the Assessor's operational practices and procedures as they relate to this Contract, including security procedures;
- (b) the accuracy of the Assessor's invoices and reports in relation to the provision of the Services under this Contract;
- (c) the Assessor's compliance with its confidentiality and privacy obligations under this Contract;
- (d) Material (including books and records) in the possession of the Assessor or its Personnel relevant to the Services or this Contract; and
- (e) any other matters determined by the Department to be relevant to the Services or this Contract.

## 19.2 Access by the Department

- (a) The Department or its representative may, at reasonable times and on giving reasonable notice to the Assessor:
  - (i) access the premises of the Assessor to the extent relevant to the performance of this Contract;
  - (ii) require the provision by the Assessor or its Personnel of records and information in a data format and storage medium accessible by the Department by use of the Department's existing computer hardware and software;
  - (iii) inspect and copy documentation, books and records, however stored, in the custody or under the control of the Assessor or its Personnel; and
  - (iv) require assistance in respect of any inquiry into or concerning the Services or this Contract. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Department), any request for information directed to the Department, and any inquiry conducted by Parliament or any parliamentary committee.
- (b) The Assessor and its Personnel must provide access to their computer hardware and software to the extent necessary for the Department to exercise its rights under this clause 19, and provide the Department with any reasonable assistance requested by the Department to use that hardware and software.

## 19.3 Conduct of audit and access

The Department must use reasonable endeavours to ensure that:

- (a) audits performed pursuant to clause 19.1; and
- (b) the exercise of the general rights granted by clause 19.2 by the Department,

do not unreasonably delay or disrupt in any material respect the Assessor's performance of its obligations under this Contract.

## 19.4 Costs

- (a) Except as set out in clause 19.4(b) each party must bear its own costs of any reviews and/or audits.
- (b) If the Assessor is able to substantiate that it has incurred direct expenses in the Department's exercise of the rights granted under clause 19.1 or clause 19.2 which, having regard to the value of this Contract, are substantial, the Department and the Assessor will negotiate an appropriate reimbursement. Any reimbursement must not be greater than the direct expenses incurred and substantiated.

## 19.5 Auditor-General and Privacy Commissioner

The rights of the Department under clause 19.2(a)(i) to 19.2(a)(iii) apply equally to the Auditor-General or a delegate of the Auditor-General, or the Privacy Commissioner or a delegate of the Privacy Commissioner, for the purpose of performing the Auditor-General's or Privacy Commissioner's statutory functions or powers.

## 19.6 Assessor to comply with Auditor-General's requirements

The Assessor must do all things necessary to comply with the Auditor-General's or his or her delegate's or the Privacy Commissioner's or his or her delegate's requirements, notified under clause 19.2, provided such requirements are legally enforceable and within the power of the Auditor-General, the Privacy Commissioner, or his or her respective delegate.

### **19.7 No reduction in responsibility**

The requirement for, and participation in, audits does not in any way reduce the Assessor's responsibility to perform its obligations in accordance with this Contract.

### **19.8 No restriction**

Nothing in this Contract reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner. The rights of the Department under this Contract are in addition to any other power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner.

## **20. Fraudulent, dishonest and inappropriate conduct**

### **20.1 What the Department may do**

Where the Department or its representative reasonably considers that the Assessor, in respect of the manner in which it has conducted the Services under this Contract, has acted in a manner that does not meet the requirements of this Contract or is considered fraudulent, dishonest or inappropriate, the Department may, without limiting any other rights or remedies the Department may have against the Assessor arising out of or in connection with this Contract, either directly, or through the relevant Accrediting Organisation:

- (a) request the Assessor, at the Assessor's cost, to undertake additional training;
- (b) provide the Assessor with a 'formal warning'; or
- (c) terminate this Contract in accordance with clause 22.3.

## **21. Dispute resolution**

The parties must endeavour to resolve any dispute under this Contract by mediation or other dispute resolution method before they commence legal proceedings (except proceedings for interlocutory relief).

## **22. Termination**

### **22.1 Automatic termination**

- (a) This Contract automatically terminates when the Program terminates.
- (b) Notwithstanding clause 24, the Department will give prior notification of Program termination on the Program Website.

### **22.2 Termination on notice**

Either party may terminate this Contract on 14 days written notice to the other party.

### **22.3 Termination for default**

- (a) Without limiting any other rights or remedies the Department may have against the Assessor arising out of or in connection with this Contract, the Department may terminate this Contract effective immediately by giving notice to the Assessor if:
  - (i) the Assessor breaches a material provision of this Contract where that breach is not capable of remedy;
  - (ii) the Assessor breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so;



- (iii) in the opinion of the Department, a conflict of interest exists which would prevent the Assessor from performing its obligations under this Contract;
  - (iv) the Department determines it is appropriate to do so under clause 20.1; or
  - (v) an event specified in clause 22.3(b) happens to the Assessor.
- (b) The Assessor must notify the Department immediately:
- (i) if the Assessor ceases to be able to pay its debts as they become due, or is declared bankrupt or assigns its estate for the benefit of creditors or any analogous event occurs; or
  - (ii) on suspension or cancellation of the Assessor's accreditation with an Accrediting Organisation.

#### 22.4 After termination

On termination of this Contract the Assessor must:

- (a) stop work on the Services as specified in the notice;
- (b) deliver all Contract Material to the Department;
- (c) deal with the Department Material as reasonably directed by the Department; and
- (d) return all the Department Confidential Information to the Department.

#### 22.5 Termination does not affect accrued rights

Termination of this Contract does not affect any accrued rights or remedies of a party.

### 23. Survival

- (a) The obligations under clause 14 (Insurance) survive the expiration or termination of this Contract for a period of one year.
- (b) The obligations under clauses 18 (Books and records) and 19 (Audit and access) survive the expiration or termination of this Contract for a period of seven years.
- (c) The obligations under clauses 6.6 (Indemnity by Assessor); 9.2 (Use of Assessment Software); 9.4 (Intellectual Property Rights); 9.5 (Release and indemnity); 10 (Intellectual Property Rights); 11.5 (Incorrect invoices and under/overpayment); 11.7 (Taxes); 12 (GST); 13 (Release and indemnity); 15 (Confidentiality); 16 (Protection of personal information) and 22.4 (After termination) continue, notwithstanding the expiration or termination of this Contract.

### 24. Notices and other communications

#### 24.1 Giving of Notices

A Notice must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post, transmitted electronically or by facsimile to the recipient's address for Notices specified in the Contract Details, as varied by any Notice given by the recipient to the sender.

#### 24.2 Receiving Notices

A Notice given in accordance with clause 24.1 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); or
- (c) if transmitted electronically or by facsimile, on receipt by the sender of an electronic or facsimile acknowledgement that the entire Notice has been properly transmitted to the recipient,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

## 25. Miscellaneous

### 25.1 Variation

The Department may vary the terms and conditions of this Contract at its absolute discretion. The Department will give prior notification to the Assessor of any such variation.

### 25.2 Subcontracting, assignment and novation

The Assessor may not subcontract, assign or novate its rights or obligations under this Contract without the prior written consent of the Department.

### 25.3 Counterparts

This Contract may be executed in counterparts. All executed counterparts constitute one document.

### 25.4 No merger

The rights and obligations of the parties under this Contract do not merge on completion of any transaction contemplated by this Contract.

### 25.5 Entire agreement

This Contract and the documents referred to in this Contract constitute the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

### 25.6 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract and any transaction contemplated by it.

### 25.7 Severability

A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of this Contract continue in force.

### 25.8 Waiver

Waiver of any provision of or right under this Contract:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

### 25.9 Relationship

- (a) The parties must not represent themselves, and must ensure that their officers, employees and agents do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.

- (b) This Contract does not create a relationship of employment, agency or partnership between the parties.

## 25.10 Governing law and jurisdiction

This Contract is governed by the Law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

## 26. How to interpret this Contract

### 26.1 Dictionary

In this Contract, except where the contrary intention is expressed, the following definitions are used:

<b>Accreditation Number</b>	the identification number assigned to an Assessor on registration by an Accrediting Organisation.
<b>Accrediting Organisation</b>	an organisation approved by the Department under the Protocol for Accrediting Organisations.
<b>Accounting Standards</b>	standards of that name maintained by the Australian Accounting Standards Board (referred to in section 227 of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth)) or other accounting standards which are generally accepted and consistently applied in Australia.
<b>Advisers</b>	(a) the financial or legal advisers of a party; and (b) the respective officers and employees of those financial or legal advisers.
<b>Assessment</b>	a Home Sustainability Assessment under the Program.
<b>Assessment Fee</b>	the fee applicable for conducting an Assessment as described in the Schedule of Service Charges.
<b>Assessment Reference Number</b>	the identification number assigned when a booking is made for each Assessment.
<b>Assessment Report</b>	a report describing the Assessment findings, recommending actions, and providing details of where to get further services or information, which is generated in accordance with the Green Loans Program Assessor Procedures.
<b>Assessment Software</b>	any software provided by the Department for use in conducting Assessments, and available to the Assessor on the Program Website as updated from time to time.
<b>Assessor</b>	the party specified in Item 2 of the Contract Details.
<b>Assessor Material</b>	any Material, other than Contract Material, provided to the Department by the Assessor.
<b>Availability Information</b>	the availability information of the Assessor as described in clause 6.1(a).
<b>Business Day</b>	a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the act is to be performed or where the notice is received.
<b>Commencement Date</b>	the date on which this Contract commences, as specified in clause 1.
<b>Confidential Information</b>	information that is by its nature confidential or a party knows or ought to know is confidential, but does not include information that

	is or becomes public knowledge otherwise than by breach of this Contract or any other confidentiality obligation.
<b>Contract</b>	this agreement between the Department and the Assessor, as varied by the Department from time to time in accordance with clause 25.1, and is comprised of the Contract Details, the agreed terms, the signing page, the Terms and Conditions, and the Schedule of Service Charges.
<b>Contract Details</b>	the details containing Items 1 – 4 as completed by the parties.
<b>Contract Material</b>	any Material created by the Assessor on or following the Commencement Date, for the purpose of or as a result of performing its obligations under this Contract.
<b>Department</b>	the Commonwealth of Australia represented by the Department of the Environment, Water, Heritage and the Arts as specified in Item 1 of the Contract Details.
<b>Department Material</b>	any Material provided to the Assessor by the Department, including the Assessment Software.
<b>Green Loans Program Assessor Procedures</b>	the procedures for assessors participating in the Program, developed by the Department and available on the Program Website, as varied by the Department from time to time.
<b>Green Loans Program Style Guide</b>	the promotional guide to marketing aspects of the Program developed by the Department and available on the Program Website, as varied by the Department from time to time.
<b>Home</b>	a residential dwelling that is a principal place of residence.
<b>Home Sustainability Assessment</b>	an energy use, water use and greenhouse gas emission assessment and calculation for a Home conducted in accordance with the Green Loans Program Assessor Procedures.
<b>Household</b>	an individual, or a collection of individuals, living in a Home.
<b>Householder</b>	an eligible person who requests an Assessment under the Program in respect of a Home.
<b>Intellectual Property Rights</b>	all intellectual property rights, including the following rights: <ul style="list-style-type: none"> <li>(a) patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks) and domain names;</li> <li>(b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and</li> <li>(c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,</li> </ul> whether or not such rights are registered or capable of being registered.
<b>Law</b>	any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, a Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time.
<b>Losses</b>	claims, liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis, whether incurred by or awarded against a party).
<b>Material</b>	includes property, information, documentation or other material in

	whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.
<b>Non Attendance</b>	where the Assessor attends a Home to conduct an Assessment and the Householder is not available, or becomes unavailable, and less than 50% of the Assessment can be completed by the Assessor.
<b>Non Attendance Fee</b>	the fee applicable in the event of Non Attendance as described in the Schedule of Service Charges.
<b>Notice</b>	a notice, demand, consent, approval or communication issued under this Contract.
<b>Online Booking System</b>	the Department's Assessment online booking facility for the Program located on the Program Website.
<b>Personnel</b>	in relation to a party, any employee, officer, agent or Adviser of that party.
<b>Program</b>	the Department's Green Loans Program which gives effect to the Australian Government's 2008/09 Federal Budget announcement that funding would be available to assist Australian families to install solar, water saving and energy efficient products.
<b>Program Website</b>	the website accessed through the following portal: <a href="http://www.environment.gov.au/greenloans/index.html">www.environment.gov.au/greenloans/index.html</a>
<b>Protocol for Accrediting Organisations</b>	the document governing the operation of Accrediting Organisations developed by the Department and available on the Program Website, as varied by the Department from time to time.
<b>Schedule of Service Charges</b>	the schedule of Service Charges developed by the Department and available on the Program Website, as varied by the Department from time to time.
<b>Self Assessment</b>	the answering or completion of a series of non-expert questions described in the Green Loans Program Assessor Procedures as the self assessment component of the Assessment.
<b>Self Assessment Fee</b>	the fee applicable in the event of non- or insufficient completion of the Self Assessment by the Householder as described in the Schedule of Service Charges.
<b>Service Charges</b>	the charges payable to the Assessor in accordance with the Schedule of Service Charges as published by the Department from time to time and in effect at the date the Services are performed.
<b>Services</b>	the services to be provided by the Assessor, as specified in the Green Loans Program Assessor Procedures.
<b>Term</b>	the term of this Contract as set out in clause 1.
<b>Terms and Conditions</b>	the terms and conditions of this Contract comprising clauses 1 to 26 as varied by the Department from time to time in accordance with clause 25.1.
<b>Third Party Material</b>	Material in which a third party holds Intellectual Property Rights.
<b>Travel Fee No.1</b>	the fee applicable where an Assessor travels a distance between 50kms and 100kms to conduct an Assessment as described in the Schedule of Service Charges.
<b>Travel Fee No.2</b>	the fee applicable where an Assessor travels a distance greater than 100kms to conduct an Assessment as described in the Schedule of

## 26.2 Rules for interpreting this Contract

In this Contract, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (d) a reference to **AS**, **SA**, **dollar** or **\$** is to Australian currency;
- (e) a reference to time is to Canberra, Australia time;
- (f) a reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) the meaning of general words is not limited by specific examples introduced by **including**, **for example** or similar expressions;
- (j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it;
- (k) if a day on or by which an obligation (other than Services) must be performed or an event (other than Services) must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- (l) headings are for ease of reference only and do not affect interpretation

# Minutes of Green Loans Training Review Workshop

Stamford Hotel, Mascot

27 February 2009

## Attendees

Paul Daly, Archicentre	Chris Reardon, UTS
Cameron Gardiner, EcoSmart	Wayne Gorman, ABSA
Katarina Ockayova, Fieldforce	Dave Howard, ABSA
Paul Nagle, ABSA	Penny Cilento, Sustainability Advice (was Energy Strategies)
DEWHA	Alison Carmichael, ABSA
DEWHA	Tony Isaacs, ABSA
Lyn Bienat, EcoMaster	

The day began with a substantial report from Stephen Berry, DEWHA providing attendees with an update on the Household Sustainability Assessment Scheme in general and detail on the roll out of the Green Loans program. The second part of the workshop was a review of assessor training.

## National home sustainability assessment (HSA) scheme

Fed gov recognises that households will be hit the hardest as a result of climate change, there for programs that address home sustainability have been pushed to the fore. The free rollout of insulation to 27mill homes has been introduced to help improve housing stock.

To help achieve household sustainability and to harmonise assessment services a national home sustainability assessment (HSA) scheme has been set up to provide a pool of trained assessors. Accrediting organisations will accredit assessors and these are appointed by Government. Expert assessors should be encouraged to become HS assessors so these services can be added to their suite of services.

This scheme will result in a national asset on longer term.

Assessors will be able to access work in the Green Loans program, State based schemes such as VEET, REES and Solar Cities and potentially for mandatory disclosure. Assessors may also offer a wider range of services to householders. Accredited assessors will be trained and operate under a code of practice. COAG processes will be used to gain uptake by states and LGovt. This may take years, for example it took years to get Nathers where it is today and it is still not fully "there" even though States are co-owners of the scheme

ABSA has been the first organisation to apply as an accrediting organisation and the first to meet the criteria. Other organisations may apply in future but they cannot be an assessing organisation and do assessments at the same time. They may provide training services.

A copy of a draft assessor contract is available and will be posted on the Green Loans website.

### **Green Loans**

The Green Loans program will provide \$300mill over 5 years, promised 260,000 assessments, aiming for 360,000 assessments but this could increase to 500,000.

There are agreed carbon reduction target for the program lifetime (20Mt) and reporting will be based on behaviour change and resource consumption as a result of changing product. Assessors will be engaged to provide quality of service, not tonnes of CO2 or environmental change.

The Green loans program will contract a subset of HSA assessors at a prescribed schedule of fees.

There will be no funding allocated for return visits but assessors can build relationships and return to the household for more direct commercial ends.

Loans will give rights to utilities bills

The Green Loans program as it is to be rolled out will be a working model for one of the most complicated and risky programs the current government has tried. It will start people on their journey, it is not the end point and the emphasis will be on volume, ie aiming for a large number of household visits.

Green Loans will have a mid-year start and DEWHA will spend the rest of the year building better systems.

### **Green Loans pilot**

Pilot of the program will start late April to test the assessment process only (booking, visit, reporting).

There will be two weeks of assessment services (pre-booked) in 2- 3 regional locations (70 slots per assessor). A booklet of questions is being developed for the pilot. Assessors will need to be registered assessors and sign contracts with DEWHA.

Uni researchers will interview households about their experience with booking, assessment and reporting.

Marketing will be through local government and local groups.

### **Assessor registration and booking**

Only individuals can be accredited and registered. They will be asked to nominate a limited number of local postcodes when signing onto the booking system.



Booking system has not yet been purchased and set up by Federal Government.

Assessments may be transferrable between assessors in some limited way. Some activity will be restricted by Privacy Act.

### **Assessment Tool**

RMIT is working on revised question set based on algorithms developed by Alan Pears for Vic government will be available within weeks. Questions – answers and logic – algorithms, formula etc will be public domain and will provide rank order of eligible items (best possible environmental change) and recommendations for action. They are aware of the time limit for an assessment and are rolling questions together where appropriate. Expected that assessments should take less time as people become more adept at using the questions.

DEWHA will not prescribe the tools. Like Nathers the engine will be common but the tools different. Tenders will be called for a calculation and interface tool to send data and report back to DEWHA. This will not be a Basix style black box product. Wish to encourage innovation such as the use of light pens, not discourage it.

### **Schedule of fees and payment**

\$150 fee assumes that 75% of householder data has already been collected. Initially this will not be possible so assessor will receive full \$200.

There may be more for those that need to travel long distances.

The timeframe is no longer stipulated and has been removed from Green Loans website.

Assessors can nominate any bank account for their payment, either their own or their company's.

Double dipping will not be allowed, that is, assessors can only take the Green Loans fee to do a Green Loans assessment. If the C'wealth enters into a bilateral agreement with another provider may then be able to a dual purpose assessment and this will be badged accordingly as a joint service.

### **Assessor procedures manual**

A project for development of this will shortly be re- advertised.

### **Accessing an assessment**

Renter's will need landlord's permission.

Assessors can make the booking call on a householders behalf with their consent

### **Marketing**

It is expected that assessors or their organisation will drive demand at a local level.

A style guide will be available for the Green Loans program, not for the whole HAS scheme.

Insulation program will get the big news from 1 July so Green Loans may have to fight for market share.

#### **Independence of scheme**

Assessors are trusted experts, invited into people's homes. Must disclose affiliations and not sell services while there. Can talk about rebates and incentives from state, local and federal government.

The lodgement of the report to government is end of the process. This could be emailed from the household.

In Code of professional practice, obligated to provide good advice only. Assessors will not collect money, or charge money so can focus on providing a service.

#### **Product programs**

**Insulation:** on 1 July householder will need insulation installed by qualified installer. At the moment it does not require a prior checks or assessment.

**Green pack:** a credit card that can be used with a hardware dealer being tested in the market

Household visit will not require installations of product ie light bulbs or shower heads. May require using a ladder to check insulation.

#### **Auditing of scheme**

Will be put in place eventually. Documentation has been developed to hire a Chief Auditor. Will set up a working group with existing providers and the auditor and publish bulletins and information on instances of poor practice and remedies.

#### **Engaging financial institutions**

Registered lending institutions such as credit unions, building societies and banks are keen to sign and the contract is out in draft for comment. Loan will cover loan establishment fee

## REVIEW OF TRAINING COURSE

The draft course was only a start and had limitations, due largely to time and budget constraints.

it currently provides provides a minimum standard for training and needs to be improved.

DEWHA contracted 6 companies to deliver the materials to people from a range of backgrounds and in different climate zones.

There will be a new contract let to review the course. This workshop provides an opportunity to provide feedback on how the course should be improved.

Already received good advice and reworked examples

STANDARDS – well run, instructors, competencies

OUTCOMES vs COURSE AQTF level 4?

Other RTOs can train any candidate at any time

Those that participated in the pilot have privileged status, having already run the course

Upgraded course will be available to all but RTO Statements of Attainment only

Construction Industry Skills Council keen to help develop competencies

Improve course as quickly as possible

National delivery

No set price, no funding for training delivery

Train the trainer?

Not needed

Assessor accrediting organisation – part of QA

RTO must demonstrate that their staff are suitably qualified

Role for us to bring them together once a year

Report from ABSA, David Howard, project manager.

Also present were Chris Reardon, course developer and Wayne Gorman, trainer.

ABSA ran 8 courses from Dec to Feb, with 6 trainers. A total of 102 participants were trained of which 75% were ABSA assessors.

Feedback was sought both at course completion and by email after the course.

The outcomes were generally good. Participants consistently reported that the training did not an expert, that trainers and venues were good but handouts were poor. Feedback: was more variable on why people came to the course.

Recommendations for change were to improve activities and to reformat delivery around the tool and more information on the Green Loans program. The data in the energy module needed reviewing.

#### **Report from Paul Daly, Archicentre**

Have trained 50 people and aim to have 120 architects through by end March and will then train the balance of architects and then non-architects. There are a total of 484 people interested.

They were underprepared for the non-completeness of the draft materials so cancelled December training and improved material based on feedback (Revised materials tabled). Feedback from participants related mostly to the lack of information on the Green Loans program especially "the unknowns" such as fees etc.

Delivery and content were OK. The course may not need to be so long. Looking for recognition of prior learning – learned most in energy and water, less for thermal performance. Walkthroughs were conducted but not at every venue

#### **Report from Penny Cilento, Sustainability Advice**

Initial training package did not meet their needs. They did not change material except to remove repetitive parts especially thermal performance and improved phraseology on Powerpoint slides. They had 57 listed for training but lost 19 when fees were announced. So far 48 trained with three more courses before end of March.

Asked for pre-requisites such as CV and information about themselves. Most participants were already delivering low income housing programs across Australia. Only one person was cut from the program due to poor social skills.

Added more activities to the program such as using Lego to illustrate thermal performance, power meters in training facility to test kettles etc, and matching people in pairs to find out how they used power and water while they grew up. Added an emphasis on the need for good data collection.

Course was structured as 3 days classroom, 1 day walkthrough and nobody had any difficulty with anything. Would like to have more on people skills

Used the Powerpoint slides but noted that they were not well referenced.

#### **Report from Katarina Ockayova, Fieldforce**

Have trained 250 and expect to have over 300 trained by end of March from NSW, Vic, SA, WA and ACT.

. They were selective about who they trained and participants came from variable backgrounds. They chose people with good customer service skills, including existing staff.

They received mainly positive feedback.

95 participants had done a 2 days prequalification course (SA govt course).

After the training Field Force plan to conduct two day refreshers.

Field Force found the slides repetitive and included more practicals and role plays. They added "Your home" DVD, case studies and activities to the materials. They conducted both a photo walkthrough and real walkthrough. Also changed some of the forms and photos and added an activity on a sustainable house vs un-sustainable house. They asked people to conduct an assessment of their own home.

Also replaced the section on OH&S to better meet Field force requirements.

#### **Report from Cameron Gardiner, EcoSmart**

Have had little uptake in regional areas and have trained 60 so far but expect 120 through by end of March. A third were looking for a career change while the remaining two-thirds were already working in the field. Will pick the best to work with them. The price is cheap for a career change course.

Also provided free training in PDA software – noting that this is not the GL software but provides an interim measure in assessment. They have a licence structure for this.

Four days was a long time to take people out of the workplace so would like some online learning and recognition of prior learning. The course puts everyone on the same playing field. There was some grief expressed by participants during training but this was dealt with head-on.

Less about volume, more about quality, next step is product so looking for a longer term client relationship – sustainability "coach"

Would like to see templates for feedback and more standardisation and look to ABSA to provide this.

#### **Report from Lyn Bienat, EcoMaster**

Have run six courses with 90 people all up. Are overwhelmed with applicants and could train 250 by end March. Focussed on Victoria and marketed in regional areas. As trainers had experience in assessment and retrofit and partnered with Energy Strategies for people skills.

Were clear that an assessor is a practitioner, engage with the householder on their first step in their journey.

Broke training into smaller modules with integration at the end of module. Added lots of learning aids and kept the training very practical.

People angry about the Green Loans program are invited to empathise with the program developers as a practice in people skills.

#### **Discussion**

Unreferenced powerpoints: Chris Reardon reported that these were all referenced but appeared to have been lost in copies but Chris has a master and will supply to ABSA.

Numbers in energy services section: were developed by Geoff Milne as an expert so should hold up.

Draft questions set: Were these circulated? Yes, on the ABSA training CD titled walkthrough questionnaire. The training does cover the questions, but not in any systemic way.

Ecosmart recommend that trainees should spend a week with an assessor.

ABSA is interested in measuring outcomes of assessors: people skills, technical knowledge.

#### **Where to from here?**

Contractor will be appointed for course improvement and will seek feedback on courses. They will define competencies and provide examples on how to test these competencies. This will result in minimum content course for general distribution for training household sustainability assessors, not just Green Loans Assessors. Course will become accredited and delivered by RTOs.

In the meantime pilot trainers can continue to deliver training against current material.

Looking for practitioners who understand risks associated with assessment services and who are highly competent in conducting assessment and collecting data. Must be able to work with householders to discuss their lifestyle and how they interact with their built environment.

## Case History: Sample One

### Name withheld

*Name withheld* is a Masters student at Curtin University WA. Her course covers sustainability and infrastructure policy. She is interested in energy efficiency and environmental behaviour.

*Name withheld* considered the opportunity to be a green loan assessor was a positive way to effect change (e.g., reduce our ecological footprint) and viewed the program as a good Australian initiative.

*Name withheld* undertook her assessor training through Curtin University. She has created her own sustainability website, 'greengurus.com.au'. A team of professors and academics from Curtin University also contribute to her website.

For the past 14 years *Name withheld* has been a licensed principle of a real estate agency in Perth. Although not her primary income, her employment as a green loans assessor provides *Name withheld* with a substantial part of her income base.

Like all assessors, she invested a significant amount of time and money to undergo assessor training, and get accreditation, and insurance.

Employment expectations for *Name withheld* were high, however, she emphasised that "it is impossible to do more than three assessments well per day". Any more jeopardises quality assurance.

For *Name withheld* the green loans scheme was a "wonderful opportunity by DEWHA", however DEWHA, she explained, "was too generous" – in regard to the number of assessments and assessors which resulted in the overload and mismanagement of the scheme.

In light of the drama which has ensued around the scheme, *Name withheld* described the changes as providing "some sense of security" and fairness to assessors. "You are now able to make a booking and plan work for two weeks in advance."

However, she noted she has received a drop in assessment referrals from clients which has placed a strain on securing a constant flow of business.

*Name withheld* is lucky, to the extent that her employment is not exclusive to being a green loans assessor. However, if the scheme were to be withdrawn, this would result in a 50%-60% decrease in her regular income.

## Case History: Sample Two

### Name withheld

*Name withheld* has been an Independent Assessor since program inception.

He was motivated to become an assessor because he thought the program was one of the best environmental program/initiatives offered by government.

Prior to becoming an assessor, *Name withheld* was, for 6 years employed as Climate Change Officer at Maribyrnong (Council?), a lecturer and tutor and RMIT University, as well as an Energy and Water Officer in the city of Whitehorse.

*Name withheld* thus gave up his current employment to establish his own assessment business which would lead him into retirement. He believed this to be a viable employment and business decision - based on the understanding that:

- 1) The green loans program would last for the duration of 4 years;
- 2) The number of assessors would be capped at 2000, and;
- 3) The number of assessments to be carried out over 4 years would be capped at 360,000.

When doing the “maths”, employment prospects as an assessor, according to *Name withheld*, was “guaranteed” (this is despite DEWHA stipulating that the scheme offers “no guarantee of employment”, which was acknowledge by assessors).

*Name withheld* was one of 50 participants selected to be part of the green loans trial which was conducted by DEWHA in May last year, and training provider Eco Assessment. (He responded to an advertisement by the Department and submitted his CV and proof of training. Training and insurance etc he financed himself).

After the trial, a letter was sent out to all participants, informing them that the Green Loans Program would be formally introduced and stipulated the above: 1)the green loans program would last for the duration of 4 years, 2) the number of assessors would be capped at 2000, and 3) the number of assessments carried out over 4 years would be capped at 360,000.

*Name withheld* signed a contract from DEWHA following the trial which outlined the scheme (including the caps on assessments and assessors over a period of four years). No guarantee of employment however, was noted in the contract.

Nevertheless, *Name withheld* saw viable financial and business returns from becoming and assessor based on the information provided and the caps. More importantly, *Name withheld* saw this as a wonderful opportunity to deliver a quality service to the community which he believed was unlike any other.

He also admired the government at the time for implementing the initiative to promote a sustainable green future for households, as well as create/develop a green skilled work force.

Expectations of work were thus high and throughout 2009, *Name withheld* was running a successful business with positive feedback from clients. Many of his bookings were by referral.

To ensure quality of service, *Name withheld* would limit the number of assessments – 2 per day/10 per week.

*Name withheld* serviced many clients in Metropolitan Melbourne, and many of his customers would consequently refer other clients to *Name withheld*.

Attachment 8: Sample Case Histories (February, March 2009

Page | 72 **ABSA Submission - Green Loans Program Senate Inquiry April 2010**



As a result of his good work (with partner/employee *Name withheld*), *Name withheld* was contacted by *The Age* last year for an interview which was published in the Domain.

Overall, 2009 was a good and rewarding year of work for *Name withheld*. The changes which started to emerge in late 2009 however, concerned *Name withheld* but not significantly. This was because he was still receiving work and booking clients via the booking system successfully.

*Name withheld* describes the changes in the Program as “diabolical”. “Up until Christmas, everything was good”, and “work was plentiful”. *Name withheld* was averaging two assessments per day, which he believed was the optimal number for providing “quality assessments”. The booking system until this time was also “good”.

With the changes to the scheme (e.g., assessments allowed only during week days), *Name withheld* has lost his weekend work as a result – a loss of “three assessments per day” on weekends. This has reduced his income, and hence his personal retirement funds.

The changes have also stilted the business plan of *Name withheld* due to the unpredictability surrounding the future of the Green Loans Scheme.

His experience over the 2009 Christmas break and January 2010 was that:

- Call centre was clogged;
- He was told you could book your own assessments after Christmas but this never happened;
- Two straight weeks of no bookings followed by 4 hour plus waits to make bookings.

*Name withheld* attempted to contact Peter Garrett, Robin Kruk and Cathy Skippington, Anne-Marie Delahunt and Christine Milne (by email) to warn of the situation and impact upon assessors. The only response of value *Name withheld* received was from Christine Milne – and a few comments from Anne-Marie which he deemed inadequate.

## Case History: Sample Three

### Name withheld

*Name withheld* undertook training to become an assessor in July 2009, and received his accreditation through Eco Master.

Not long after, he (and his wife) were diagnosed with serious illnesses. This type of employment therefore appeared flexible whilst recovering from treatment and preparing for semi-retirement. It was also an attractive type of employment given the keen interest of *Name withheld* in the environment and the whole green loans initiative appeared rewarding and satisfying.

*Name withheld* is part of the ABSA Sub-Committee for HSAS assessors.

He was previously a Research Program Officer for 'Project Aquarius' (an environmental study by Monash University with 5000 homes in the Ballarat area) and was also involved in the lecturing and training of assessors at Ballarat University.

The sacrifices he made to become an assessor included the time taken to register and become a fully accredited assessor, as well as the financial sacrifices involved (\$5-600). Other sacrifices included the daily travel expenses to see clients for assessments (of over 50km).

*Name withheld* was aware that there was "no guarantee of employment" but he was looking forward to doing 10 assessments per week which were based on quality.

He predicted early on the forthcoming overload of assessors and demand for the scheme and proceed to warn DEWHA – with no response.

With the changes to the scheme *Name withheld* has no regular income until the end of March. There is thus a halt in arranging work.

However, he has a "never give up" mentality and is determined to help assessors, ABSA and the Department to fix the scheme and promote it as a positive initiative.

If the Green Loans Program was to be withdrawn, *Name withheld* would try to pursue lecturing in this area (environmental studies and sustainability) and seek to build relations with environmental bodies and organisations.

## Case History: Sample Four

### Name withheld

*Name withheld* grew up in country NSW, and living a “sustainable lifestyle” was something which she described as “not new to country people”, but rather “a way of life”.

When *Name withheld* came across the government’s Green Loans Scheme, she viewed it as a wonderful opportunity to promote and encourage a “sustainable life”, provide opportunities to the community and support the local industry., It was also a good opportunity for *Name withheld* to re-enter the workforce after being a “stay at home mum” for three years.

She also has a science and research background and was employed as a pharmaceutical territory manager for many years prior to becoming a mother. The father of *Name withheld* was also motivated to become assessor, and did so successfully.

*Name withheld* undertook her assessor training in July 2009 through training provider HSAS. She financed her training, insurance fees and membership herself.

Initially, *Name withheld* was content with part-time work as a green loans assessor. However, as demand and interest grew, *Name withheld* increased her work load and had no problems sourcing work for both her and her father.

It go to a point however, where there were “too many assessors working in the area” and simply doing “cut through techniques” – which *Name withheld* described as a “get in, get out mentality”.

*Name withheld* has been very dedicated and successful in her role as an assessor and has attracted local media in her efforts and has also supported sustainability groups such as Landcare as a means of educating the community on living a sustainable life. She has also regularly attended trade workshops on sustainability at her own cost as part of continuous education.

The changes to the scheme have meant that weekly income of *Name withheld* has been reduced – which has resulted in her contributing less to family funds.

As *Name withheld* lives in a regional area, many of her clients, and potential clients, are more than 50km away. With the changes to the scheme, and a limit on assessments, it is now difficult for *Name withheld* to service these clients in outer areas. The changes gave “no consideration to regional people”.

*Name withheld* is fortunate enough to have her husband as the primary income earner, but again, this has restricted overall household funds.

This is not the same situation, however, for the father of *Name withheld*, who viewed his role as an assessor as a longer-term employment prospect, particularly in the lead up to his retirement.

Both *Name withheld* and her father would be extremely disappointed if the scheme were to be withdrawn. They would have to completely reassess their current personal/family, employment and financial circumstances. *Name withheld* however, is trained in science and research and determined to continue her role as a sustainability assessor through alternate business means.

*Name withheld* reiterated her disappointment with the way the scheme has been poorly managed, and referred to the considerable amount of personal time, money, energy and effort that both she and all dedicated assessors have provided to service a sustainable Australia, and earn a decent living.