

Conditions of offer – NABERS Energy rating for small shopping centres for small shopping centres

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NABERS is pleased to offer an opportunity for small shopping centres to measure and improve their environmental performance. This offer is supported by the Federal Department of Industry, Science, Energy & Resources (DISER) and is in addition to the [previously announced Australian Government offer](#) from July 2020.

The offer:

1. waives the NABERS Energy rating fee of \$1,250
2. covers the Assessor fee for an energy rating up to \$3,000 ex-GST (this should cover the entire cost of the NABERS rating).

The program funding is expected to support up to 40 small shopping centres to get their first NABERS Energy rating.

Offer timeline

The offer opens on Tuesday 2 March 2021.

Applications must be received by 30 June 2021.

Participants must lodge their NABERS Energy rating by 31 August 2021.

Which shopping centres are eligible?

The offer is for small shopping centres that have never had a NABERS Energy rating. It is open to all shopping centres in Australia with a gross lettable area retail (GLAR) greater than or equal to 5,000m² and less than 15,000m². In order to guarantee fair coverage there will be a cap of 20 sites per state. Shopping centres must be rateable according to version 4.0 of the [Rules](#).

Assessments and Assessor fees

Assessor fees should reflect the true cost of the assessment and not default to the maximum allowance. Reasons may be requested for the proposed fee.

Assessor fees in excess of \$3,000 ex-GST may be considered on a case-by-case basis.

Assessors are expected to provide tailored recommendations for energy efficiency improvements to each participating building.

Shopping centre owners and operators

If you would like to get a free energy rating for your small shopping centre, [find an Assessor](#) and seek a quote (you may choose to get more than one quote). A shortlist of Assessors who have expressed interest in working on this offer can be provided on request by the NABERS team. Ask your Assessor to provide advice on how to improve your building's performance as part of their quote. Your NABERS Assessor will then apply for the offer and do the assessment.

How to apply – Assessors

Email the [NABERS inbox](#) with the subject 'Small shopping centre offer application' and provide the following information for each small shopping centre you will be assessing:

- company of Assessor undertaking the NABERS rating(s)
- Assessor company ABN
- full name/company of the building owner/operator(s) requesting the NABERS rating
- best email address for the owner/operator
- building address and size (GLAR)
- itemised assessor fee ex-GST
- building owner/operator consent for works occurring at their site.

Assessment process

Applications will be reviewed on a first come, first served basis. However, NABERS reserves the right to cap funding for a particular State, location or building size to ensure full coverage in terms of location and building characteristics.

The NABERS team will assess applications for eligibility. If the Assessor fee falls outside the suggested range, the NABERS team will request justification. Successful applicants will be informed via email to both the Assessor company and the building owner/operator.

NABERS will issue a purchase order (PO) to each Assessor company that submits a compliant application on or before 30 June 2021 or until the funding is fully allocated.

To ensure fair access, the maximum contribution to an Assessor company is \$30,000 ex-GST, which can be extended to \$50,000 ex-GST if the Assessor company is submitting applications for buildings in at least 6 different states. The maximum contribution per building owner is capped at \$30,000 ex-GST. This could be in one PO or across multiple POs. The PO covers Assessor fees only and will be eligible for invoice once the rating has been certified by the NABERS administrator.

Small Shopping Centre Offer: Terms and Conditions

Information on the eligibility criteria and how to apply for an Offer under the 'Small Shopping Centres' program forms part of these Terms and Conditions. By participating in the 'Small Shopping Centres' program, the Applicant accepts these Terms and Conditions.

1. In these Terms and Conditions:

a. Definitions

Applicant means the person, firm or company that applies for an Offer under the 'Small Shopping Centres' program.

Assessor is an individual that has been accredited by the NABERS administrator.

NABERS means National Australian Built Environment Rating System

Offer means a fee waiver and/or fee contribution as determined by NABERS under the 'Small Shopping Centres' program.

Building owner means a parent organisation which has operational control of a building.

2. Application of these Terms and Conditions

- a. NABERS reserves the right to review and amend these Terms and Conditions at any time without notice. The replacement Terms and Conditions will take effect on being posted to the [NABERS website](#).
- b. Applicants are responsible for checking the NABERS website for the most up to date Terms and Conditions, including information about the eligibility criteria, how to apply for an Offer and any key dates relating to the 'Small Shopping Centres' program.

3. Changes to the 'Small Shopping Centres' program

- a. NABERS reserves the right to change and vary the Offer at any time without notice. NABERS will endeavour to take into consideration, where appropriate, the impact on any outstanding applications before any action is taken.
- b. Applicants are responsible for checking the NABERS website for the most up to date Offer.

4. Applicant obligations

- a. The Applicant must:
 - i. ensure that all information submitted in an application for an Offer is true and correct at the time of submission
 - ii. promptly notify NABERS if there are any changes to the information submitted to NABERS
 - iii. obtain the relevant consents and permissions from the building owner and/or operator prior to submitting the application to NABERS
 - iv. notify the building owner(s) that it intends to submit an application for an Offer, and if the application is successful, the Applicant will pass on the savings under an Offer to the building owner and/or operator (as applicable).
- b. The Applicant is responsible for checking the NABERS website for the most up to date information relating to the eligibility criteria and any other information that is required to participate in the 'Small Shopping Centres' program.
- c. The Applicant acknowledges that applying to NABERS will not guarantee an Offer.

5. Application process

- a. NABERS will review applications on a first come first served basis.

- b. Applications must be lodged on or before 30 June 2021 and any applications submitted after this date will not be accepted or reviewed by NABERS.
- c. Where an application for an Offer is successful, the Assessor must lodge the rating on or before 31 August 2021 or the Offer may be withdrawn.
- d. An application for an Offer that meets the eligibility criteria and any other conditions outlined in the NABERS website may or may not be accepted by NABERS, at its sole discretion. The NABERS decision is final and NABERS is not required to provide reasons to the Applicant.
- e. If the application is successful, NABERS will:
 - i. inform the Assessor and the building owner via email
 - ii. cover the Assessor fees that are applicable to the Applicant. To be clear, if the Assessor fees are greater than \$3,000 ex-GST, NABERS may request additional information from the Applicant to support its application and eligibility for an Offer on a case-by-case basis.

6. Invoices and purchase orders

- a. No invoice will be issued for NABERS ratings where fees are waived, unless specifically requested by the Assessor.
- b. Subject to a successful application, NABERS will issue a purchase order (PO) to the Assessor. Additional applications from the same Assessor company and or building owner can be submitted so long as total works completed is within the caps aforementioned. For clarity, the PO only covers the Assessor fees and can be invoiced once the rating(s) has been certified by the NABERS administrator.

7. Collection and use of information

- a. Confidential information submitted with an application will be treated as confidential by NABERS unless otherwise required by law.
- b. All participants in the 'Small Shopping Centres' program consent to NABERS using, storing and releasing their personal information for lawful purposes. Participants should note that NABERS may seek and share information about an application with other Government departments for the purposes of assessing applications and maintaining the integrity of the 'Small Shopping Centres' program but only on a need-to-know basis.

8. Due diligence and audits

- a. NABERS reserves the right, at its discretion, to conduct such due diligence enquiries on Applicants as it sees fit during the 'Small Shopping Centres' program to verify any information and ensure value for money and the integrity of the program. To be clear,

information submitted with an application may be subject to investigation, reference checking, invoice comparison, searches, interview, enquiries, and confirmation.

- b. NABERS may audit an Assessor's tailored energy efficiency recommendations delivered to a building as required under the 'Small Shopping Centres' program. Non-compliance may result in withdrawal of the offer.

9. Release and indemnity

- a. The Applicant declares and warrants to NABERS that they have read, understood and fully accept these Terms and Conditions. The Applicant agrees to release and indemnify NABERS against all loss, damage or other consequence whatsoever whether direct or indirect, which may arise from the Applicant's participation in the 'Small Shopping Centres' program.
- b. The release and indemnity contained in this clause survives the period of participation in the 'Small Shopping Centres' program.

10. Liability and general

- a. NABERS is not liable for any loss or damage, including personal injury, that may be sustained by the Applicant, including an Assessor, building owner and operator, while participating in the 'Small Shopping Centres' program.
- b. NABERS expressly disclaims all liability, to the extent permitted by law, for any loss, damage or other consequence whatsoever whether direct or indirect, which may arise from the Applicant's participation in the 'Small Shopping Centres' program.
- c. The Applicant must not assign or subcontract its rights and obligations under the Terms and Conditions or in relation to an Offer, without NABERS' prior written consent.
- d. No rights under these Terms and Conditions will be waived except by notice in writing signed by the waiving party.
- e. These Terms and Conditions are governed by the laws of the State of New South Wales.