

ELECTRIFYING APARTMENT BUILDINGS PROGRAM

TERMS AND CONDITIONS

City of Melbourne

April 2026

DEFINITIONS

The following definitions apply in this document.

City of Melbourne – refers to Melbourne City Council, the body established by the City of Melbourne Act 2001 (Vic)

DEECA – refers to the Victorian Government Department of Energy, Environment and Climate Change Action.

EOI – refers to an application of Expression of Interest (EOI) as part of the Program submitted by an Eligible Participant.

De-Identified Material – refers to content from which personal unique identifiers, such as names and addresses have been removed. However, information critical for the understanding or readability of the material will remain intact.

Eligible Participant – refers to an Owners Corporation that is managing an Eligible Premise that satisfies the eligibility criteria for the Program as outlined by these Terms and Conditions and as published on the Website.

Eligible Premise – refers to an individual apartment complex style structure that is part of an Eligible Site and meets the eligibility criteria for the Program as outlined by this Terms and Conditions and as published on the website.

Eligible Site – refers to a property or site that satisfies the eligibility criteria for the Program as outlined by this Terms and Conditions and as published on the website.

Metropolitan Melbourne – refers to the 32 local government areas that comprise Metropolitan Melbourne (see [map](#))

Owners Corporation – means an owners corporation established under the Owners Corporations Act 2026 (Vic).

Program – refers to the Electrifying Apartment Buildings Program.

Program Coordinator – refers to the City of Melbourne

Program Matters – means these Terms and Conditions, the terms and conditions applying to the Technical Consultant, all eligibility criteria and assessment processes, and all other aspects of the delivery and operation of the Program (including communications, the EOI, and assessment).

Program Outcomes – means reports, NABERS assessments, energy opportunity assessments, electrification pathways, findings and learnings derived as part of the Program.

Technical Consultant – refers to the Program appointed consultant (GHD Pty Ltd.) that will complete feasibility assessments and develop electrification pathways for the selected. Will also provide guidance to the Program.

Terms and Conditions – means these terms and conditions.

Victorian Government – refers to the Victorian Government

Website – refers to <https://participate.melbourne.vic.gov.au/>

HOW TO USE THESE TERMS AND CONDITIONS

These are the Terms and Conditions of the Electrifying Apartment Buildings Program (the Program). This document also includes an overview of the Program including eligibility criteria, feasibility reports on offer and how to apply.

As part of the Program, Eligible Participants within Metropolitan Melbourne will be able to express their interest to be part of the Program. Participation in the Program is subject to Eligible Participant's continued compliance to these Terms and Conditions.

PURPOSE

These Terms and Conditions apply to each Eligible Participant of the Program.

By submitting an EOI and participating in the Program, the Eligible Participant must declare and warrant to the City of Melbourne that you, the Eligible Participant of the Program, have read, understood and fully accept these Terms and Conditions and agree to be bound by them.

MODIFICATIONS

The City of Melbourne reserves the right to amend, supplement or replace these Terms and Conditions at any time in its absolute discretion. It will publish the current version of the Terms and Conditions on the Website.

It is the responsibility of the Eligible Participant to ensure that they are acting in accordance with the current version of the Terms and Conditions for the Program.

The Eligible Participant is deemed to have accepted and agreed to the Terms and Conditions of the Program from the time the City of Melbourne has published them on the website.

CONTACT US

City of Melbourne

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1. ABOUT THE ELECTRIFYING APARTMENT BUILDINGS PROGRAM

The Electrifying Apartment Buildings Program is a joint initiative by the Victorian Government and the City of Melbourne to support apartment communities to understand and improve their energy performance and electrify their buildings.

The initiative will provide electrification feasibility studies, [NABERS](#) energy ratings, and energy opportunity assessments for up to 10 medium and high-rise strata titled apartment buildings across Metropolitan Melbourne between July 2026 and July 2027.

This initiative will provide tailored assistance and education to help build stakeholder understanding of the need for action and investment in decarbonisation. This Program is collectively funded by the City of Melbourne, the Commonwealth Government and other Australian jurisdictional government contributions.

1.1. OBJECTIVE

The objective of the Program is to create a pathway for Eligible Sites to pursue full decarbonisation. The Program will provide the pathway for decarbonisation, with each Eligible Participant being responsible for actioning and funding the subsequent designs and retrofits identified.

The bespoke decarbonisation pathways developed are expected to include:

- Whole-building electrification feasibility and costing assessment tailored for the Eligible Site;
- NABERS for Apartments energy rating
- Energy Efficiency Opportunity Assessments

The outcomes to be achieved by the delivery of the Program will strategically support the City of Melbourne and the Victorian Government to meet their zero emissions targets and build a robust evidence base to inform future apartment building retrofit programs, policy, and electrification strategies.

2. PROGRAM DELIVERY

2.1. TARGET AUDIENCE

The target audience for the Program are Owners Corporations (Eligible Participant) within Metropolitan Melbourne. An Eligible Participant (as per Section 5.1 (Participant Eligibility)) can submit an Expression of Interest with the intent to be selected as one of the Eligible Sites (as per Section 5.3 (Site Eligibility)) taking part in the Program.

2.2. PROGRAM MODEL

1. The Program will be delivered by the City of Melbourne.
2. City of Melbourne will develop tailored reports which will include a pathway for electrification for Eligible Sites. The sites will be selected through EOI submissions by interested Owners Corporations in Metropolitan Melbourne.
3. An Eligible Participant must meet all the requirements as per Section 5.1 (Participant Eligibility) of these Terms and Conditions. Eligible Participants of the Program will be deemed to have agreed to these Terms and Conditions by applying and participating in the Program.

3. REPORT CONSIDERATIONS

3.1. REPORT OBJECTIVE

The reports developed will be tailored to the needs and challenges involved in the electrification of the Eligible Sites. The example pathways developed will be site specific with advice regarding the feasibility and costs for electrification to transition off gas systems.

The finalised reports with the electrification pathways developed will be shared with the strata community to help understand how the selected Eligible Sites are able to transition from fossil fuel gas to electric. The Program is a joint initiative funded by the City of Melbourne and the Victorian Government. Program Outcomes will be shared across Australia. Excerpts from or entire Program Outcomes are expected to be made publicly available (except, where appropriate and by agreement with City of Melbourne, sensitive, personal, or commercial-in-confidence information).

3.2. SITE CONSIDERATIONS

In line with the Program's objectives, the selected Eligible Sites,

- should be diverse and represent the variety of apartment complex style structures found within Metropolitan Melbourne,
- should include a variety of constraints or issues faced by apartment complexes during the transition from fossil fuel gas to electric,
- should include sites with a low unimproved value.

When selecting the Eligible Sites to take part in the Program, aspects that will be considered includes but is not limited to,

- Site layout
- Apartment topologies
- Variations to structural and communal elements
- Existing gas assets
- Limitations to electrification
- Appetite for participation and electrification
- Available site-specific information
- Primarily residential dwellings
- Year of construction
- Number of dwellings
- Number of storeys
- Location and urban context

3.3. ASSET CONSIDERATIONS

The assets and initiatives that contribute towards the successful transition from gas to electric will be considered by the Program. This will include but is not limited to,

- Electric alternatives for fossil fuel-based assets
- Initiatives that will improve energy efficiency
- Renewable energy generation and storage
- Electric vehicle charging facilities

- Ancillary requirements related to the electrification of the Site will also be considered at the discretion of the Program and the Technical Consultant.

4. RESOURCES

The information contained in the Program resources should not be taken as professional or financial advice and has been prepared as general information only, without consideration of an Eligible Participant's objectives, financial circumstances or needs. Eligible Participants may wish to seek independent professional or financial advice before committing to any installation.

5. ELIGIBILITY

5.1. PARTICIPANT ELIGIBILITY

1. An Owners Corporation that is managing an Eligible Site (as per Section 5.3 (Site Eligibility)).

5.2. PREMISE ELIGIBILITY

1. An apartment complex style structure that is found within an Eligible Site (as per Section 5.3 (Site Eligibility)).

5.3. SITE ELIGIBILITY

1. An Eligible Site under the Program must include an apartment complex style dwelling that is part of a Tier 1, 2 or 3 Owners Corporation.
2. The Eligible Site must be a completed development at the time of EOI submission. Ongoing developments or proposed developments are not eligible as part of the Program.
3. The Eligible Site must be geographically located within Metropolitan Melbourne.
4. The Eligible Site must be owned by the Eligible Participant and the Eligible Participant warrants it has full authority to represent interests of the residents of the Eligible Site, including strata approvals (if applicable). Where the Eligible Premise is not managed by the Eligible Participant, the Eligible Participant warrants it has the authority of the landlord, landowner or leaseholder (as the case may be) to have the works undertaken at the Eligible Premise.
5. The Eligible Site must contain existing gas assets.

6. PROGRAM PROCESS

6.1. STEP 1 UNDERSTANDING THE PROGRAM

1. Background and general Information on the Program:
 - 1.1. The Program aims to help educate and inform the decision making of the residents of apartment complex style buildings on the pathway to electrification. The feasibility studies to be carried out for Program apartment building sites will help determine suitable electrification

pathways and inform how technical challenges could be resolved, as well as broad estimates for associated costs.

1.2. As these feasibility studies are intended to more-broadly inform community, the Eligible Sites need to be representative samples of the typology and ensure the challenges and solutions are as broadly applicable as possible.

2. The feasibility studies undertaken by the Technical Consultant will:

2.1. Consider the replacement of fossil-fuel gas appliances with electric alternatives and any additional considerations as per Section 3.3 (Asset considerations).

2.2. Review the Eligible Sites to identify constraints and challenges for electrification.

2.3. Identify and investigate the options for electric alternatives. This includes advice on factors such as anticipated capital works costings, operating costs, emissions, any regulatory and planning approvals, and associated works necessary to accommodate the electrification works.

3. The Eligible Participant is required to provide supporting information on the Eligible Site as part of the Program. EOI submissions that provide more complete and comprehensive responses to the EOI questions and supporting information will be considered more favourably for participation in the Program.

6.2. STEP 2 EXPRESSION OF INTEREST

6.2.1. EXPRESSION OF INTEREST FORM

1. An interested Eligible Participant must complete and submit an EOI within the specified timeframe to be considered for participation in the Program.

2. Submission of an EOI does not guarantee an opportunity to be a part of the Program. All submissions will be reviewed by the team and sites will be selected for the Program.

3. For the Eligible Site to be considered for participation in the Program the Eligible participant must:

3.1. Complete the Electrifying Apartment Buildings Program - EOI form;

3.2. Ensure the availability of supporting documentation (as per Section 6.2.2 (Support Documentation)) is mentioned as part of the EOI form successfully;

3.3. Ensure the form progress is saved prior to exiting each time;

3.4. Once completed, ensure the form is successfully submitted.

6.2.2. SUPPORTING DOCUMENTATION

1. The EOI form identifies supporting documentation that the Eligible Participant is requested to supply to the Technical Consultant to assist in carrying out the feasibility studies. The Eligible Participant is required to specify in the EOI submission whether this information is available.

1.1. During the Program site selection process, the Eligible Participant may be requested to provide the nominated supporting documentation to verify availability and completeness.

1.2. The Eligible Participant must respond within 4 business days of receiving a request for additional information. It is recommended that the Eligible Participant compiles this supporting documentation in readiness to submit once requested. Any delays in submitting this supporting documentation may influence the eligibility of this site being selected by the Program.

2. The Eligible Participant must provide details of their gas and electricity bills for the 24 months as specified in the EOI form. This information must cover the consecutive 24 months leading up to the date of EOI submission for the Eligible Site.

3. The Eligible Participant will need to mention the availability of existing building documentation specific to the Eligible Site. Documentation for the Eligible Site includes but is not limited to:

3.1. Floor plans of the premises.

3.2. Site plan.

3.3. Mechanical services drawings, incl. heating, cooling, ventilation systems (as installed).

3.4. Electrical services drawings (as installed).

3.5. Hydraulics services drawings (as installed).

3.6. Structural drawings (as installed).

3.7. Architectural drawings (as installed).

3.8 Plan of Subdivision

4. The Eligible Participant will need to mention the availability of the existing plans/considerations for electrification as part of the EOI submission. Documents specifying the commitments already made towards electrification of the Eligible Site. This can include but is not limited to, Owners Corporation meeting minutes mentioning commitments towards electrification initiatives.

5. The EOI submission will require the Eligible Participant to provide a letter of consent stating that the respective Owners Corporation will,

5.1. Take part in the Program and agrees to the Program Terms and Conditions (this document).

5.2. Agree for De-identified Material to be shared publicly. This will include reports developed as well as learnings and findings derived.

5.3. Permit the Program Coordinator and the Technical Consultant to access the Eligible Site's energy consumption data.

5.4. Permit the Program Coordinator and the Technical Consultant to request additional information about the Eligible Site from the relevant suppliers as needed.

6.3. STEP 3 EXPRESSION OF INTEREST OUTCOMES

1. Once the Eligible Participant has submitted the EOI to be considered for the Program, the team will evaluate the submissions to ensure sites selected represent the variety of the apartment complex developments within Metropolitan Melbourne and present constraints to electrification.

2. The Program Coordinator expects to provide an outcome of each EOI submission within 20 business days from the date of close of EOI submission.

6.4. STEP 4 DATA COLLECTION

1. Once the Eligible Site has been selected to be one of the sites, the Program Coordinator and the Technical Consultant will begin collecting the required data for the purposes of developing Program Outcomes for the selected Eligible Site.

2. The Eligible Participant must respond to any relevant requests made by the Program Coordinator or the Technical Consultant within 4 business days of receipt.

3. The Technical Consultant will reach out to related suppliers on behalf of the Eligible Participant to collect additional information where needed. The additional information collected regarding the Eligible Site will be shared with the Eligible Participant.

4. The Program Coordinator and the Technical Consultant will complete site assessments (as per Section 6.4.1 (Site Assessment)) where needed. Any site assessments will be confirmed with the Eligible Participant prior to visit.

6.4.1. SITE ASSESSMENT

1. The Technical Consultant will complete a site assessment to collect the information required. The Eligible Participant must allow for the Technical Consultant to visit the Eligible Site and gather the required information as appropriate.

2. The Eligible Participant must provide site contact details to the Program Coordinator and the Technical Consultant for purposes of organizing site visits as required.

3. Where applicable the Technical Consultant must be allowed access to the following areas of the Eligible Site but is not limited to,

3.1. The Eligible Site plant rooms and plant areas.

3.2. At least one residential unit of each typology found at the Eligible Site.

3.3. All commercial tenancies found at the Eligible Site (where applicable),

3.4. Communal facilities (e.g. pools, laundries, etc).

3.5. Basement and ceiling/roof spaces as appropriate.

3.6. Rooftops.

3.7. Electrical switch rooms, and switchboard cupboards.

3.8. Carparks.

3.9. Outdoor spaces throughout building.

4. Each site assessment is expected to be limited to one day. The Eligible Participant for the duration of the site assessment:

4.1. Must make the necessary arrangements to permit access to the required areas of the building.

4.2. Must organise an escort where necessary and/or the hiring out of keys or security passes to areas where access is required.

4.3. Must arrange for the attendance of appropriate personnel. Attendance of such personnel will be at no cost to the Program Coordinator or the Technical Consultant. Attending personnel must have appropriate experience, historical knowledge, knowledge specific to the Eligible Premises and its services. Example of such personnel includes building managers, maintenance contractors such as electrician, plumber, heating ventilation air conditioning (HVAC) technician etc.

6.4.2. OWNERS CORPORATION MEETING

1. The Program Coordinator and the Technical Consultant must be allowed a meeting (virtual or in-person) with the Eligible Participant where required.

2. The meeting will be used by the Program Coordinator and the Technical Consultant to understand the requirements of the Eligible Site and the Eligible Participant.

3. As part of the meeting the Eligible Participant may be requested to provide information on the following but will not be limited to,

3.1. Known issues with the building or its services that may impact electrification.

3.2. Known constraints or challenges to electrification.

3.3. Current or future requirements of systems that impact electrification.

3.4. Feedback on potential electrification options proposed by the Technical Consultant.

3.5. Any expected outcomes from the Program.

4. The Eligible Participant must arrange for the attendance of appropriate personnel for the duration of the meeting. Attendance of such personnel will be at no cost to the Program Coordinator or the Technical Consultant. Attending personnel must have appropriate experience, historical knowledge, knowledge specific to the Eligible Premises and its services. Example of such personnel includes building managers, maintenance contractors such as electrician, plumber, heating ventilation air conditioning (HVAC) technician etc.

5. The Owners Corporation meeting for each Eligible Site is expected to be limited to one meeting. The Eligible Participant must arrange for attendance of the required personnel to this meeting. Failure to make necessary arrangements may limit the information gathering of the Program and affect the accuracy, comprehensiveness and value of the Program Outcomes.

6.5. PROGRAM OUTCOMES

1. All relevant outcomes of the Program will be shared with the respective Eligible Participants.

2. De-Identified Material will be shared publicly with the community and other jurisdictions within Australia to better understand how to best support the electrification of complex buildings.

7. FINANCING

The Eligible Participants should carefully consider the potential costs and benefits of undertaking any recommendations included in the Program Outcomes.

8. PROGRAM PARTICIPATION

8.1. CITY OF MELBOURNE DISCRETION

The Eligible Participant agrees that:

1. the City of Melbourne has absolute discretion in relation to the Program including:
 - 1.1. granting an extension period to an Eligible Participant to respond and submit the related supporting documents under the Program. Extension requests must be made in writing, and approved by the Program administrator.
 - 1.2. the implementation and operation of the Program Matters that may discontinue, suspend, or modify the Program at any time,
 - 1.2.1. EOI submissions and Program Outcomes that were approved prior to the Program changes will not be altered provided approval was granted a minimum of four weeks prior to the date of discontinuation, suspension, or modification of the Program. Eligible Participant and the Eligible Site may need to be re-assessed in accordance with changes to the Program Matters.
 - 1.3. the right to require suspension or removal of an Eligible Participant or an Eligible Site from the Program at any time, and
 - 1.4. the eligibility for any outcomes of the Program.
2. The Eligible Participant may request but does not have the right to be considered for, or to take part in the Program. To the extent that the Eligible Participant that has been chosen to take part in the Program may have any such right, that right is personal to the Eligible Participant and cannot be transferred to anyone else.
3. The City of Melbourne will receive guidance from the Technical Consultant in the assessment of site suitability.
4. The City of Melbourne does not give any warranty as to the standard of care or process that will be undertaken by the Technical Consultant in providing Program Outcomes, assessing the Eligible Participant's suitability or the suitability of the site.

8.2. CONDITIONS OF USE FOR PROGRAM OUTCOMES

1. If the Eligible Participant successfully secures a report including NABERS assessment, Energy Efficiency Opportunities Assessment, and tailored electrification pathway with the associated learnings, the finding may be used for the future planning and preparation works for the Eligible Site.
2. The Program Outcomes will be developed with the Technical Consultant and shared directly with the Eligible Participant of the Program.

3. On sharing of the Program Outcomes, the Eligible Participant hereby certifies that the Eligible Participant will be using the Program Outcomes only for the purposes of planning future electrification activities of the Eligible Site.

4. If the Eligible Participant wishes to proceed with any recommended actions included in the Program Outcomes, the Eligible Participant must engage the services of suitably qualified practitioners to complete the subsequent design and construction works.

8.3. COOPERATION AND NOTIFICATION

The Eligible Participant agrees to:

1. co-operate with the City of Melbourne and the Technical Consultant in relation to the Program, by complying in a timely manner (as outlined by these Terms and Conditions) with requests to provide information or documentation and by ensuring the Eligible Participant provides correct and complete information,
2. permit the City of Melbourne and the Technical Consultant of the Program to enter the Premises to carry out any inspections deemed reasonably necessary in relation to the Program (as per Section 6.4 (Data Collection)),
3. immediately notify the Program Coordinator of any change in the Eligible Participant's circumstances which may affect the Eligible Participant's ability to comply with these Terms and Conditions.

8.4. INCORRECT INFORMATION

1. If the Eligible Participant provides incorrect or incomplete information to the Program or the Technical Consultant:

- 1.1. the Eligible Participant's application/submissions may be rejected, or the response may be delayed,
- 1.2. the Program and its Technical Consultant may refuse to accept an application / submission from the Eligible Participant in future, and

2. If, as a result of the incorrect or incomplete information, the Eligible Participant has been granted Program Outcomes which would not otherwise have been granted, the Eligible Participant is in breach of these Terms and Conditions. In addition to any other remedies (such as Section 8.8 (Consequence of Breach)) that may be available to the Program and the Technical Consultant, the Eligible Participant may be liable to immediately repay the cost of Program Outcomes, pay interest and/or any other applicable costs relating to the Program.

8.5. OBLIGATIONS RELATING TO PROGRAM AND PROGRAM OUTCOMES

1. The objective of the Program is to develop Program Outcomes to inform the Eligible Participant on electrification pathway of the Eligible Site. As such the Eligible Participant will use the Program Outcomes to inform the electrification and ancillary works related to the electrification of the Eligible Site.

2. The Eligible Participant agrees for the Eligible Site to be part of trials and/or research projects sanctioned by the City of Melbourne on terms specified by the City of Melbourne. Such trials and research projects may involve, without limitation:

2.1. the data collection of the Eligible Site, and

2.2. the collection and use of information and data relating to the Eligible Site and its performance, benefits and ongoing operation in accordance with the privacy provisions in Section 8.10 (Privacy and Disclosure).

8.6. REPRESENTATION AND WARRANTIES

The Eligible Participant must warrant to the Program that:

1. the Eligible Participant will comply with these Terms and Conditions.
2. if the Eligible Participant is selected to be part of the Program and receives Program Outcomes, the Program Outcomes will be used only to support/inform the planning of electrification of the Eligible Site.
3. all information submitted by the Eligible Participant or on the Eligible Participant's behalf to the Program or the Technical Consultant is true, complete, accurate and is not false or wilfully misleading.
4. to the best of the Eligible Participant's knowledge, there is no legal, regulatory, contractual or other restriction upon the Eligible Participant performing their obligations under these Terms and Conditions.
5. the Eligible Participant will advise the Program and Technical Consultant as soon as possible of any changes to the Eligible Participant's capacity to take part in the Program and will work in good faith with the Program and Technical Consultant.

8.7. NO REPRESENTATION OF PROGRAM OUTCOMES

1. By submitting an EOI and participating in the Program, the Eligible Participant agrees and acknowledges that the Program has not represented that the Eligible Participant will necessarily experience any energy or financial savings as a result of implementing the actions noted in the Program Outcomes and whether or not the Eligible Participant makes energy or financial savings will depend on many factors.
2. The Technical Consultant will provide preliminary cost estimates of the recommended electrification works in the feasibility studies, using information reasonably available to the Technical Consultant and based on assumptions and judgments made by the Technical Consultant. The cost estimate will be prepared for the purpose of informing decision-making of Eligible Participants for electrification works. The cost estimate will be a preliminary estimate only, with an expected range of accuracy between -20% to 30%. Actual prices, costs and other variables may be different to those used to prepare the cost estimate and may change. Unless as otherwise specified, no detailed quotations will be obtained for recommendations identified in the feasibility reports. The Technical Consultant does not represent, warrant or guarantee that the recommended works can or will be undertaken at a cost which is the same or less than the cost estimate.

8.8. CONSEQUENCE OF BREACH

1. The Eligible Participant agrees that if these Terms and Conditions are breached, the City of Melbourne and the Technical Consultant may (without limitation to any of its other rights) do any one or more of the following:

1.1. reject any pending submission made by the Eligible Participant and limit or remove the Eligible Participant from the Program.

1.2. require the Eligible Participant to reimburse the City of Melbourne for all or any part of the cost (by payment to such account as the City of Melbourne directs) relating to the development of Program Outcomes granted to the Eligible Participant as part of the Program which may include any interest or other costs that have been incurred by the City of Melbourne in relation to the Eligible Participants involvement in the Program.

8.9. PRIVACY AND DISCLOSURE

1. The personal information provided to the City of Melbourne enables the processing of Eligible Participant's submissions. If all or some of the personal information is not collected, City of Melbourne cannot process the Eligible Participant's submissions. The City of Melbourne will not share this personal information with other government agencies or other organisations except in accordance with these Terms and Conditions or as required by another law. The City of Melbourne Privacy Policy can be found at

2. The Eligible Participant consents to the:

2.1. collecting and storing of Personal Information in relation to the Eligible Participant (such as any individual's names and contact details) for the purpose of assessing the Eligible Participant's eligibility for audit, monitoring, evaluation and reporting and for the purposes of managing and improving program delivery.

2.2. Disclosing personal information and documents to the Technical Consultant for the purposes of achieving the Program Outcomes.

2.3. disclosing relevant personal information and documents to other organisations, including other divisions of the City of Melbourne, for purposes outlined in the privacy and credit reporting policy. The Eligible Participant acknowledges that such personal information and documents will be dealt with in accordance with applicable privacy laws.

8.11. RELEASE OF LIABILITY

1. The Eligible Participant releases the City of Melbourne, its employees, officers and agents from all liability (in contract, tort (including negligence), under statute, or otherwise arising) in relation to any action or other proceeding for damages or other relief for, or in relation to, any act or matter done or omitted to be done in connection with the Program.

2. City of Melbourne makes no representation, warranty or guarantee, whether expressly or implied, for the information contained in these Terms and Conditions. City of Melbourne expressly disclaims all liability for any loss or damage incurred by any person arising from, or because of, any person's use of or reliance on any information, statement, opinion or matter (express or implied) contained in, derived from, or omitted from, these Terms and Conditions.

3. The information provided by the Program Coordinator, the Technical Consultant and Program Outcomes is advisory and the Eligible Participant bears responsibility for any decisions made based on this information.

4. Nothing in this clause limits or excludes liability that cannot, by law, be limited or excluded.

5. The City of Melbourne and the Technical Consultant disclaims responsibility from losses or damages the Eligible Participant may incur as a result of the Eligible Participant's failure to undertake the subsequent design works necessary for implementing the Program Outcome recommendations.
6. The City of Melbourne and the Technical Consultant disclaims responsibility for all omissions or errors in subsequent design and construction works carried out by others, even if these works have been based on the Program Outcome recommendations.
7. The Technical Consultant disclaims responsibility to any person other than the City of Melbourne arising in connection with the feasibility reports.
8. The City of Melbourne and the Technical Consultant excludes implied warranties and conditions, to the extent legally permissible. The opinions, conclusions and any recommendations in the Program Outcomes will be based on conditions encountered and information reviewed at the date of preparation of the Program Outcomes. The City of Melbourne and Technical Consultant has no responsibility or obligation to update the reports to account for events or changes occurring subsequent to the date that the Program Outcomes were prepared.

8.12. GOVERNING LAW

These Terms and Conditions are governed by the laws of the state of Victoria.

8.13. PROGRAM END

The Program will end when the fund allocated to the Program has been fully committed or such earlier time as the City of Melbourne determines in its absolute discretion.

8.14. INDEMNITY

The Eligible Participant indemnifies the City of Melbourne, its employees and agents against liability in respect of all claims, costs and expenses for all loss, damage or injury to persons or property caused directly or indirectly by the Eligible Participant in connection with the Eligible Participant's involvement in the Program.

9. ROLES AND RESPONSIBILITIES

9.1. PARTICIPANT (YOUR) ROLE

As an Eligible Participant in the Program your role is to:

1. read and understand these Terms and Conditions (this document);
2. research and educate yourself on the electrification pathway and product/s most suited to your needs.
3. check your eligibility in accordance with Section 5 (Eligibility) ;
4. select the best electrification pathway for your needs;
 - 4.1. Implementation and Financial feasibility: Please note that while the Program and Technical Consultant will collect information related to the Eligible Participant and the Eligible Site to develop tailored Program Outcomes there may be limitations. It is important that the

Eligible Participant consults with qualified professionals prior to the implementation of any recommendations.

4.2. Review recommendations based on the time of implementation: Please periodically review the Program Outcomes and seek updates from qualified professionals. Changes based on the technology, regulations, rebates, incentives or your specific circumstances at the time of implementation, can affect what is the most suited pathway for electrification at the time of the Program Outcomes.

4.3. Expected costs and savings: Although there may be substantial benefits associated with installations made under the Program, there are also significant costs involved. It is important you fully understand the potential capital and operating costs and savings, to make an informed decision about whether the suggestions included in the Program Outcomes is right for you.

5. understand your obligations to the Program, Program Coordinator and Technical Consultant under these Terms and Conditions;

6. choose the most suitable pathway for electrification and accredited vendor(s) that best meet your individual requirements and expectations.

7. submit all the required documents and information for approval in accordance with the eligibility requirements noted in Section 5 (Eligibility) and application processes noted in Section 6 (Program Process); and

8. consent to Program collecting your information for ongoing updates and improvements to the delivery of the of the Program.