

# CleanBC Go Electric Home and Workplace Charging Program

## Participant Terms and Conditions



The CleanBC Go Electric Home and Workplace Charging Program (the “**Program**”), aims to encourage and accelerate the adoption of electric vehicles (EVs), make EV ownership and charging more affordable, improve access to EV chargers, encourage the use of more energy efficient technologies, improve air quality, and reduce greenhouse gas emissions from vehicles. The Program is also known as the Go Electric EV Charger Rebate Program.

- 1. Program overview.** The Program provides financial support to an eligible applicant (“**the Participant**”) to purchase and install eligible level 2 EV chargers at single family homes, multi-unit residential buildings (MURBs), and workplaces, and chargers for eligible MURB Participants to develop and implement EV Ready plans. Program rebate offers are funded by the Province of British Columbia, as represented by the Minister of Energy and Climate Solutions (the “**Province**”) and delivered by British Columbia Hydro and Power Authority (“**BC Hydro**”) and FortisBC Inc. (“**FortisBC**”). Program rebates will be paid directly by BC Hydro or FortisBC to the Participant pursuant to section 12.
- 2. Eligibility requirements.** To be eligible for a rebate under the Program, Participants must meet the eligibility requirements set out in the Participant Rebate Eligibility Requirements (“**Program Guide**”) and all other requirements set out in this document, the Participant Terms and Conditions (“**Terms and Conditions**”), which together are referred to as the (“**Program Requirements**”). Submitting an application indicates acceptance of all the Program Requirements and confirms the Participant’s agreement to be bound by them. If a Participant does not meet all of the Program Requirements, their rebate application will be declined, and they will not receive any rebates. Furthermore, qualified electrical contracting and electrical engineering companies (“**the Contractor**”) retained by the Participant to prepare an EV Ready Plan, undertake EV Ready electrical infrastructure upgrades and/or carry out the installation of eligible EV chargers, and developers, are not permitted to submit an application or receive a payment on behalf of a Participant. The Participant must apply for rebates and rebate payments must be issued to the Participant as defined under each rebate offer in the Program Guide.
- 3. Administrators.** The Program is administered by BC Hydro and FortisBC with support and oversight from the Province (collectively referred to as the “**Administrators**”) in collaboration, from time to time, with additional third-party contributors (each referred to as a “**Collaborating Party**”). Any Administrator may rely



on and enforce the terms of the Program Requirements. The Participant acknowledges that the Administrator may contact the Contractor(s) hired by the Participant in connection with the Program without contacting the Participant, including to confirm technical aspects relating to project work to address potential deficiencies that could prevent the Participant from meeting Program Requirements.

#### 4. **Participant.**

The Participant is solely responsible for:

- a. Selecting and acquiring EV chargers (also referred to as EV supply equipment or EVSE), selecting and retaining the Contractor(s), and ensuring that all related project work, including the installation of EV chargers and associated infrastructure, meets all applicable Program Requirements. For clarity, Technical Safety BC defines EVSE as “a complete assembly consisting of cables, connectors, devices, apparatus, and fittings installed for the purpose of power transfer and information exchange between the branch circuit and the electric vehicle”.
- b. Obtaining all required authorizations for the installation and operation of the EVSE at the premises, including from the utility account holder such as the strata corporation, co-op board of directors, or landlord, as applicable.
- c. Ensuring appropriate that EV chargers, associated infrastructure, products, materials and installation techniques are used, which do not compromise the premises’ structure, indoor air quality or safety.
- d. Complying with all applicable laws, bylaws (including strata corporation bylaws), orders, ordinances, standards, codes and rules, requirements, licenses and permits of all lawful authorities (including Technical Safety BC), manufacturer’s specifications; and, if applicable, the electric and/or gas authority having jurisdiction and any tenancy or other agreements.
- e. From the date of purchase of the EV chargers and related infrastructure and continuing for a period of no less than 2 years from the date of the latest rebate payment to the Participant (the “**Relevant Period**”):  
(a) retaining ownership and control of the EV chargers and related infrastructure, free and clear of any and all encumbrances, liens, restrictions, reservations or claims of any kind; and (b) ensuring that the EVSE and related infrastructure are not subject to any agreement (whether written or oral) that involves or resembles “charging-as-a-service” with any EV-charging service provider (“**Prohibited Agreements**”).  
The Participant agrees to promptly return the funds received for all Program rebates to the

Administrators in a form and method indicated by the Administrators if, during the Relevant Period: (i) the EV chargers and related infrastructure is subject to a Prohibited Agreement or any encumbrances, liens, restrictions, reservations or claims of any kind; or (ii) the Participant sells, leases, or otherwise disposes of any part of the EV chargers or related infrastructure in whole or in part. The Participant will remain liable to the Administrators for all Program rebate amounts until such funds are returned to the Administrators. In addition, in the event the Administrators determine that Participant has failed to comply with the terms of this section 4(e), the Participant may be excluded from participating in any current or future rebate and incentive programs funded or administered by any of the Administrators. This section 4(e) will survive the termination of the Participant's participation in the Program.

5. **Product Installations.** All work performed relating to the installation of EV chargers and associated infrastructure must be completed by a licensed electrical contractor with a GST number and a valid B.C. business license and must be in compliance with all applicable local codes and bylaws. The requirement of having a licensed electrician performing the installation of EVSE may only be waived for certain single-family home installations whereby:

- a. If the charger was installed by someone other than a licensed electrician, the Participant must have the installation inspected and approved by Technical Safety BC and/or their municipal permitting authority, as applicable, or,
- b. If the Participant already has a 240V outlet to plug the eligible charger into, they must confirm that a permit was obtained when the 240V outlet was installed. If the Participant is unable to confirm whether a permit was obtained, they must contact Technical Safety BC and/or the municipal permitting authority and obtain an inspection.

6. **Verification.**

- a. The Administrators, or any Collaborating Party directed by the Administrators, may request access to the property and the EVSE and related infrastructure to conduct a site verification to determine the Participant's compliance with the Program Requirements including with respect to the quality of the work performed by the Contractor. If either: (i) the Contractor does not cooperate with site verification or does not rectify any deficiencies identified through the site verification within the time stipulated by the Administrators, or (ii) the Participant does not allow access to the EVSE and related infrastructure to conduct site verification or to allow the Contractor access to rectify any deficiencies identified within the

time stipulated by the Administrators, then the Administrators may, in their sole discretion, elect to decline to issue all or part of a rebate.

b. The Administrators may make inquiries to determine the Participant's compliance with the Program Requirements including through inquiries to the Participant and the Contractor, the inspection and verification of work performed under the Program, and the review of invoices and associated or supporting documents. The Participant will cooperate with such inquiries and provide any documents or information reasonably requested by the Administrators within the time stipulated by the Administrators, failing which the Administrators may, in their sole discretion, elect to decline to issue all or part of a rebate.

7. **Required documentation and forms.** The Participant must submit all required forms and documentation specific to the rebate offer as listed in the Program Guide. Additionally, each Participant who applies for pre-approval for the MURB charger rebate offer, who is either a tenant in rental building, a strata unit owner or an individual co-op resident, must obtain prior written approval and such approval must be provided by the strata corporation for strata housing, the board of directors for co-op housing, the landlord for private rental housing, and both the strata corporation and the landlord for strata rental housing, or such other person approved in writing by the Administrators.

8. **Amendments.** The Administrators reserve the right to amend or modify the Program and the Program Requirements, at any time, at their sole discretion, without the approval of the Participant. Any such amendment will be published on Program websites [bchydro.com/evcharger](http://bchydro.com/evcharger) and [fortisbc.com/ev](http://fortisbc.com/ev) and will be effective upon such publication. It is the responsibility of the Participant to regularly review the Program Requirements which are published for any changes. Any such amendments will not apply to a Participant that applied for pre-approval prior to the date that amendments are published. In these cases, the Participant is subject to the Program Requirements as it existed on the date of their application.

9. **Termination.** The Province may terminate the Program at any time based on funding limitations or for any other reason, without notice.

10. **Availability of funding.** Funding is limited and is not guaranteed. Administrators, at their sole discretion, may prioritize applications and determine the level of rebate amount(s), if any, that a Participant will receive.

11. **Rebate amounts.** Rebate amounts are as described on [goelectricbc.gov.bc.ca](http://goelectricbc.gov.bc.ca), [bchydro.com/evcharger](http://bchydro.com/evcharger), [fortisbc.com/ev](http://fortisbc.com/ev), and in the Program Guide, and are subject to amendment pursuant to section 8. Rebate amounts shall not exceed reimbursement of eligible costs borne by the Participant.

12. **Payment of rebate(s).**

- a. BC Hydro and FortisBC may issue rebate payments by cheque addressed to the Participant, as an account credit, or by e-transfer to the Participant, at the discretion of the Administrator. If provided as an account credit, the rebate will be reflected on the utility account holder's account as an offset of the amount owed for electricity service. This offset does not constitute a deduction of, variance from, or waiver of, the amounts or charges owed by the utility account holder under the applicable rate schedule, but simply a mechanism for paying the rebate. Administrators are under no obligation to reissue a cheque or transfer returned as, or otherwise undeliverable or to replace a stale-dated cheque.
- b. Processing of applications may take up to 120 days from receipt of all required documents, or longer if the application is subject to site visits or additional verification. Administrators are not responsible or liable for lost, delayed, damaged, illegible or incomplete applications.
- c. Reimbursement of eligible costs will not be issued if work is incomplete or if the Participant fails to meet the Program requirements in any way. A site inspection may be required by an Administrator or Collaborating Party to verify that all Rebate Program Eligibility requirements are met pursuant to section 6 before a payment is issued.
- d. The Participant is obligated to notify one of the Administrators immediately if any information provided to the Administrators changes, and the Administrators may, in their sole discretion, recalculate the rebate, reject the application or demand repayment of any funds already disbursed to the Participant.
- e. The Administrators may, at their discretion, verify information provided by the Participant by directly contacting any party associated with the installation of the EVSE, or by any other reasonable means. Participants must respond to any request for information within 30 days of receipt of notice, failing which the application may be rejected and/or rebates forfeited, at the sole discretion of the Administrators.
- f. Participants must retain copies of all documentation submitted to the Administrators or required to confirm or support rebate eligibility for at least one year following the receipt of the rebate.

g. The Administrators may conduct site visits to confirm eligibility, entitlement to rebates, and any other relevant information, and to document and take pictures of the premises and/or installed EVSE. Participants shall provide reasonable site access upon submitting their application and for a period of continuing for one year following receipt of a rebate.

**13. Acceptance/rejection of applications.** Administrators reserve the right, in their sole discretion, to accept or reject applications for any reason. Applications must be complete and accurate and not include any false or misleading information.

**14. Non-compliance.** If the Administrators determine, in their sole discretion, that a Participant has failed to comply with the Program Requirements, including any requirements in the Program Guide, the Administrators may elect to decline to issue all or part of a rebate.

**15. Binding decisions.** Decisions of Administrators are final and binding and not subject to appeal. Administrators may provide reasons for their decisions but are under no obligation to do so.

**16. Indemnity and limitation of liability.**

a. The Administrators do not endorse any specific product, retailer, or Contractor, and are not liable for the participant's selection of materials or products, or the workmanship, operation, performance or warranty associated with the EVSE, or associated work performed, whether by the Contractor, or otherwise, in relation to the Program. The Administrators make no representation or warranty, whether express or implied, in respect of any product, materials, services or measures associated with the EVSE installed in relation to the Program.

b. The Participant shall indemnify and save harmless the Administrators and their respective directors, officers, agents, contractors and employees, from all liability, damages, claims, demands, expenses and costs for claims, costs for injury or death of any person, damage to or destruction of property, and all economic loss suffered by any person (collectively, "Losses") arising from or occurring by reason of the Participant's participation in the Program and/or the implementation of any Program recommendations, including the installation and/or use of recommended products, improvements or upgrade(s).

c. The Participant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, any of the Administrators and any of their respective directors, officers, agents, contractors or representatives, and employees for and against all Losses arising from the Participant's participation in

the Program and/or the implementation of any Program recommendations, including the installation, ownership and/or use of recommended products, improvements, or upgrade(s); or the acts or omissions of any contractor or other party acting at the direction or on behalf of any contractor (including the Contractor).

d. This section 16 will survive the termination of the Participant's participation in the Program.

## **17. Use and disclosure of information.**

- a. The Administrators collect, use and disclose the information (including personal information) submitted by the Participant or otherwise collected as a result of the Participant's participation in the Program for the purpose of administering the Program, developing promotional material for the Program, evaluating the effectiveness of the Program and undertaking analysis and research to inform changes to existing programs and the design of new programs.
- b. In submitting an application, the Participant:
  - i. consents to the disclosure of their information to the Administrators and any Collaborating Party (if the participant is eligible for a rebate funded or enabled by that Collaborating Party), and their respective affiliates and contractors, for the purposes of administering the Program, developing promotional material for the Program, evaluating the effectiveness of the Program and undertaking analysis and research to inform changes to existing programs and the design of new programs.
  - ii. if the Participant is the utility account holder, agrees to provide, or authorize the EV charger manufacturer to provide, EV charger data (dates and times charger is used, electricity usage and power draw) for a period of up to 60 months before, and up to 60 months after their participation in the Program to the Administrators and their respective affiliates and contractors, for the purposes of administering the Program, evaluating the effectiveness of the Program and undertaking analysis and research to inform changes to existing programs and the design of new programs.
  - iii. consents to the disclosure of their information to Administrators and any Collaborating Party for the purpose of administering the Program and conducting site verification.

- iv. consents to be contacted by any of the Administrators (or their authorized agents) by phone, email, direct mail or similar method for the purposes of administering, evaluating and researching all elements of the Program.

18. **Protection of Personal Information.** Administrators collect, use and disclose personal information pursuant to section 17, in accordance with the following:

- a. **The Province** – Freedom of Information and Protection of Privacy Act, sections 26(c) and (e), 32 and 33. For more information, contact the Ministry of Energy and Climate Solutions, Clean Transportation Branch at [ZEVPrograms@gov.bc.ca](mailto:ZEVPrograms@gov.bc.ca) or PO Box 9314 Stn Prov Govt, 4th floor, 1810 Blanshard St, Victoria, BC, V8W 9N1.
- b. **BC Hydro** – Freedom of Information and Protection of Privacy Act and BC Hydro’s Privacy Policy (available at [bchydro.com/privacy](http://bchydro.com/privacy)). BC Hydro’s collection, use, and disclosure of personal information is authorized by sections 26(c) and (e), 32 and 33 of the *Freedom of Information and Protection of Privacy Act*. For more information, contact BC Hydro’s Customer Service at 604-224-9376 or 1-800-224-9376 outside of the Lower Mainland.
- c. **FortisBC** – Personal Information Protection Act, and its Privacy Policy (which is located at [fortisbc.com/privacy](http://fortisbc.com/privacy)). For more information, contact: Chief Privacy Officer at [privacyofficer@fortisbc.com](mailto:privacyofficer@fortisbc.com) or Suite 100, 1975 Springfield Road, Kelowna, British Columbia, V1Y 7V7.