

## Energy Saver/Capacity Holder Nomination

### Store and Shift Capacity

The Energy Savings Scheme (ESS) and the Peak Demand Reduction Scheme (PDRS) create certificates from projects that produce energy savings and/or the capacity to reduce demand on our electricity network during peak times. As the person that has undertaken a project you are the original Energy saver/Capacity holder (**Section 1**) and have the right to the energy savings, and/or the peak demand reduction capacity for the activity described in **Section 2**. By signing this form, you give them the right to be the energy saver/capacity holder for the purpose of these schemes, so that they can then create and sell certificates.

**1. Original Energy saver/Capacity holder details**

Name: \_\_\_\_\_

ABN/ACN: \_\_\_\_\_

Email: \_\_\_\_\_

Phone number: \_\_\_\_\_

**2. Implementation and Activity Details**

Peak Demand Reduction Scheme (PDRS)  Energy Savings Scheme (ESS)

Address  
*Add new line for each site*

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Description  
*Activity and each equipment are installed/removed*

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**3. Accredited Certificate Provider Details**

ACP (company): National Carbon Bank of Australia Pty Ltd

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ABN/ACN: 39 159 474 889

**In the event you are unsatisfied with the quality of the work/service provided, or have concerns regarding the installers conduct, please reach out to the NCBA team using the contact information below**

Contact name: Carol Castro

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Contact number & email: 02 9939 5559 select option 4      compliance@ncba.net.au

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PDRS accreditation # ACC0076169

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ESS accreditation # GHGR01848F

**4. Past activities implemented at the site(s)**

Only one person can be nominated as the energy saver/capacity holder for the activity described in **Section 2**. You cannot sign this form if you have nominated another person for those activities unless you have revoked that nomination.

Have you or, to the best of your knowledge, has any other person, previously nominated an energy saver/capacity holder for the activity/s at the site(s) listed above in Section 2?

Yes  If yes, please provide a reason for the new nomination form.....

No

**5. Nomination of the Accredited Certificate Provider**

I, the person described in **Section 1**, or a person authorized to execute this nomination form on behalf of the company or registered body described in **Section 1**, nominate the person described in **Section 3** as the energy saver and capacity holder for the activities set out in **Section 2**, on behalf of the company or registered body described in **Section 1** as applicable.

This nomination form takes effect from the date it is signed and remains in force until I revoke it in writing to the ACP described in **Section 3**, and by email to IPART as the Scheme Administrator at ESS.Compliance@ipart.nsw.gov.au.

I declare that:

- ▼ I am the original energy saver/capacity holder, or I am authorised to execute this nomination form on the original energy saver/capacity holders behalf.
- ▼ The information provided in this nomination form is accurate and is not misleading by inclusion or omission.
- ▼ I will assist a representative of the Scheme Administrator (IPART), or a member of the Energy Security Safeguard Schemes Audit Services Panel by providing information or reasonable access to the sites described in **Section 2**.
- ▼ The date recorded below is the date when I signed this form
- ▼ I am aware of and acknowledge the possible electricity bill and tariff impacts of this activity
- ▼ I understand that for activities listed above, all aspects of the Australian Consumer Law apply and the details of all warranty and repair requirements have been provided to me and are well understood.
- ▼ I understand that the ACP is required to provide a completed copy of this form for my records within 7 days of me signing this form.

**Signed and dated by the original energy saver/capacity holder or their authorised signatory**

Signature \_\_\_\_\_

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Name \_\_\_\_\_ Company \_\_\_\_\_

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Date signed \_\_\_\_\_ Position \_\_\_\_\_

## Energy Saver Terms and Conditions

IN CONSIDERATION OF the Nomination above and of the mutual benefits and obligations set out in this Agreement, the receipt and sufficiency of which consideration is acknowledged, the Customer and NCBA (collectively the "Parties" to this Agreement) agree as follows:

### 1. Appointment

- 1.1 NCBA is an Accredited Certificate Provider under the Scheme which offers financial incentives for the reduction of energy consumption or the improvement of energy efficiency.
- 1.2 The Customer appoints NCBA for the Term to provide the Customer with the services described in Schedule 1 (the "Services") on the terms and conditions set out in this Agreement.
- 1.3 The Customer nominates NCBA as the Energy Saver under the Scheme to create Energy Saving Certificates and Peak Reduction Certificates ("Certificates") on its behalf for the Recognised Energy Saving Activity ("RESA"). NCBA will register and trade the Certificates on behalf of the Customer and subject to Scheme requirements.

### 2. Customer obligations

- 2.1 The Customer nominates NCBA as transferee of the Customer's energy savings by completion and signature of an Energy Saver Nomination Form (pages 1 and 2 of this document).
- 2.2 The Customer warrants that the signatory to the Nomination Form is duly authorized to sign on behalf of the Customer.
- 2.3 The Customer acknowledges that:
  - a) Certificates can only be created for RESAs supported by documentary evidence as required by the Scheme legislation;
  - b) There may be variations between any estimated energy savings and the actual energy savings as calculated by NCBA on completion of the RESA and that NCBA shall not be responsible for any loss suffered by the Customer in respect of such variation.

c) For PDRS upgrades, customer has made, or is legally required to make a minimum payment for the RESA as required under Section 8.8.1(f) of the *Peak Demand Reduction Scheme Rule of 2022*, with the minimum net amount to be:

- i) \$200 (excluding GST) for each item of EndUser Equipment installed as part of an Implementation using Activity Definition BESS1

This payment has not been refunded or reimbursed and there is no agreement, written or verbal, for any reimbursement or other form of compensation to be made in the future which would further offset the cost of the installation. If necessary, NCBA has the right to withhold an amount from the return generated by the certificates, in addition to the Service Fee, in order to ensure that this minimum contribution has been made by the Customer.

- 2.4 The Customer shall not do or omit to do any act which may have the effect of preventing NCBA complying with its obligations as an Accredited Certificate Provider.
- 2.5 The Customer undertakes to provide all documentary evidence of the RESA and other supporting material including lux levels, photographs, reflected ceiling plans, evidence of annual operating hours and copies of energy bills as required under the Scheme within 14 days of written request. The Customer will do all such things as are reasonably necessary to assist NCBA to comply with its audit requirements and record keeping obligations under the Scheme.
- 2.6 The Customer will (whether before and/or after creation of the Certificates) and on receipt of reasonable notice, provide NCBA (and/or its contractors or subcontractors) with access to its premises for the purpose of:
  - a) Conducting an on-site audit to verify and confirm the details provided in the supporting materials supplied by the Customer; and/or
  - b) Conducting an on-site audit of the RESA on request by IPART at any time during the agreed lifetime of the Equipment.

### 3. NCBA Obligations

- 3.1 NCBA will provide the Services using all reasonable skill and care.
- 3.2 Subject to receipt of a duly completed Nomination Form, and all supporting material reasonably requested by NCBA, NCBA will calculate the MWh energy savings from the RESA and create the corresponding Certificates in accordance with the methods prescribed by the Scheme.
- 3.3 NCBA will register the newly created Certificates on the Scheme Registry.
- 3.4 NCBA will not be responsible for any costs, losses or expenses incurred by the Customer if a Certificate is later forfeited due to any act or omission by the Customer its agents or employees whether during or after the Term of this Agreement. NCBA reserves all rights of recovery against the Customer for loss arising from such forfeiture which includes a right to recover the value of the Certificate created.

### 4. Term of Agreement

- 4.1 The term of this Agreement (the "Term") will begin on the date of this Nomination and will remain in full force and effect until the completion of all of the Services and the trade of the Certificates, subject to earlier termination as provided in this document.
- 4.2 In the event that the Customer terminates this Agreement during the Term, the Customer shall be liable for the payment of the Service Fee calculated on the estimated value of the Certificates to be created for the proposed RESA within [7] days of receipt of written demand from NCBA.
- 4.3 The expiry or termination of this Agreement will not affect those provisions of this Agreement which expressly provide that they will operate after any expiry or termination or which of necessity must continue to have effect after such expiry or termination even where the clauses themselves do not expressly provide for this.

### 5. Payment for Services

- 5.1 NCBA will trade the Certificates directly with an electricity provider or via a broker within 90 days from completion of the RESA unless otherwise agreed in writing by the parties and will pay the Customer (or an Agent as directed by the Customer – refer to **Schedule 1**) the proceeds from the sale of each Certificate less its Service Fee (and subject to any additional amount withheld to meet the minimum contribution requirement), within 14 days of completion of the trade, subject to a receipt of a tax invoice from the Customer.

### 6. Performance

- 6.1 The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### 7. Indemnity and insurance

- 7.1 The Customer indemnifies NCBA against all claims, demands, charges or expenses made against or incurred by NCBA as a result of any breach by the Customer, its employees, agents or contractors, of this Agreement or any negligent or willful act or omission by the Customer, its employees, agents or contractors except to the extent to which such claims, demands, charges or expenses are caused by or contributed to by NCBA.

### 8. Confidentiality and Intellectual Property

- 8.1 NCBA covenants to keep confidential and ensure its employees, agents and contractors keep confidential (a) all Confidential Information; (b) all information provided by the Customer to NCBA for the purposes of this Agreement; (c) all information created as a result of this Agreement and which NCBA agrees not to disclose without the prior written approval of the Customer.
- 8.2 Each party shall retain sole ownership in Intellectual Property created or developed by it. The Parties acknowledge that nothing contained in this Agreement grants any rights of ownership or use of any Confidential Information disclosed pursuant to this Agreement, or to any invention or patent, copyright, trademark or other such Intellectual Property right that has issued or that may issue, based on the Confidential Information. Neither party shall make, use or sell any product incorporating or derived from any Confidential Information.
- 8.3 The Customer acknowledges that NCBA is required under the Scheme to retain all copies of RESA evidence for the purpose of future compliance audits by IPART.
- 8.4 The confidentiality obligations imposed on each party by this clause 8 shall survive the termination of this Agreement (however terminated) and continue to bind the parties.

### 9. Termination

- 9.1 If the Customer breaches any provision of this Agreement, NCBA may at its option, on 7 days' written notice to the Customer either:
  - a) Suspend the payment of any amounts otherwise due under this Agreement until the breach is remedied by the Customer; or
  - b) Terminate this Agreement.
- 9.2 Either party may terminate the Agreement immediately if the other party: (a) enters into any arrangement between itself and its (or any class of its) creditors; (b) ceases to be able to pay its debts as they become due; (c) ceases to carry on business; (d) has a mortgagee enter into possession or disposes of the whole or any part of its assets or business; (e) enters into liquidation or any form of insolvency administration; or (f) has a receiver, a receiver and manager, a trustee in bankruptcy, an administrator, a liquidator, a provisional liquidator or other like person appointed to the whole or any part of its assets or business.
- 9.3 Termination of the Agreement (for whatever cause) will not affect any right or cause of action which has accrued to the party which terminates the Agreement at or prior to the date of termination.
- 9.4 On termination of this Agreement for any reason, the parties shall work together in good faith to devise a transition plan to cease the claim for Energy Savings.

### 10. Relationship

- 10.1 This Agreement constitutes a relationship of principal and independent contractor and no employment, partnership or joint venture relationship is hereby constituted.

- 10.2 NCBA is responsible for its own employees, agents and subcontractors.

### 11. Dispute resolution

- 11.1 A party claiming that a dispute has arisen under this Agreement (a "Dispute") must notify the other party giving written details of the Dispute. The parties agree to negotiate in good faith on a commercially realistic basis to resolve the Dispute before commencing any legal proceedings in relation to the Dispute.
- 11.2 Any Dispute which cannot be settled within 21 days from receipt of written notice of dispute may be referred for mediation by the Australian Commercial Disputes Centre by one or both parties.
- 11.3 Nothing in this clause 11 will prevent a party from seeking interlocutory relief.

### 12. General

- 12.1 The laws that are applicable in New South Wales govern this Agreement and each party submits to the jurisdiction of the courts of that state and any courts which may hear appeals from those courts.
- 12.2 This Agreement constitutes 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.
- 12.3 This Agreement may only be amended in writing signed by the parties.
- 12.4 A party may only assign the Agreement and any rights under the Agreement with the prior written consent of the other party, which may not be unreasonably withheld.
- 12.5 A party does not waive a right, power or remedy if it fails to exercise or delays in exercising that right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party granting the waiver.

- 12.6 Any term of this Agreement which is void, illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.
- 12.7 Notices to or by a party delivered in person are deemed to be given by the sender and received by the addressee when delivered to the addressee: if by post, 3 Business Days from and including the date of postage; or if by facsimile or email, when transmitted to the addressee provided that if transmission is on a day which is not a Business Day or is after 5.00 pm (addressee's time) on the next Business Day.
- 12.8 Neither party will be liable to the other for the consequences of any delays or failures of its performance which are caused by any event beyond the first party's reasonable control, including without limitation acts of God, fire, flood, accident, terrorism, strike and riots and either party may terminate the Agreement if such an event occurs and continues for a period of 30 days or more.
- 12.9 NCBA and the Customer individually represent and warrant that to the other that as at the date of this Agreement it is a company duly incorporated and validly existing and has all the requisite powers to bind itself in the manner contemplated by this Agreement and to execute deliver and perform this Agreement. 12.10 This Agreement may consist of one or more counterpart's copies and all counterparts will when taken together constitute one document.

### 13. Definitions and interpretation

- 13.1 In this Agreement, these terms shall have the following meaning:
  - "Accredited Certificate Provider" has the meaning given to it under the Scheme;
  - "Certificate" means a tradable certificate created under the Scheme:
    - a) Representing the equivalent of 1 tonne of CO and is derived from the measurement of energy savings
    - b) Representing the permanent saving of energy during peak times under the Peak Demand Saving method.
  - "Confidential Information" means information that: (a) is by its nature confidential; (b) is designated by the parties as confidential; or (c) the parties know or ought to know is confidential; and includes without limitation the terms of this Agreement and all information about the Customer, its employees, agents, research, property, policies and operations which is made available or which becomes known during the term of this Agreement or as a result of executing this Agreement. Confidential information does not include information which: (d) was in the public domain at the time of its provision by the Customer; or (e) became part of the public domain after its provision by the Customer, otherwise than through a disclosure by NCBA or any person to whom it has disclosed Confidential Information;
  - "Customer" is the Energy Saver as shown on the Nomination Form
  - "ESC" means Energy Saving Certificate;
  - "Intellectual Property" means any intellectual property rights (whether applied for, registered or unregistered), including all Confidential Information, trade secrets, copyrights, letters patent, trademarks and service marks, trade names, know how, designs and circuit layouts;
  - "Prescribed Activity" means an activity which promotes efficient electricity consumption and as described in more detail under the Scheme;
  - "Scheme" means the Energy Savings Scheme established under Part 9 of the Electricity Supply Act 1995 and Part [8] of the Electricity Supply (General Regulations) 2001 aimed at reduction of energy consumption;

#### Schedule 1.

The Return will be going to \_\_\_\_\_

# Thinking of getting a battery?

Things to consider when offered a battery through the NSW Government's Peak Demand Reduction Scheme

Things to consider



## What is the Peak Demand Reduction Scheme?

The Peak Demand Reduction Scheme (PDRS) is a NSW Government initiative to help reduce electricity demand during peak times, like on hot summer days, by encouraging households and organisations to invest in demand reduction solutions.

The scheme provides incentives for accredited businesses to provide your household or small business with a battery at a reduced cost. Participation in the PDRS is voluntary.



## How you get the benefits

The PDRS can make it more affordable to install a battery and help you maximise the benefits from your rooftop solar system. The battery stores solar energy, which you can then use at times of high electricity demand instead of grid electricity.

By installing a battery under the PDRS you can save money on your energy bills in the long term. You could also receive additional incentives if you sign your battery up to a demand response contract (also known as a Virtual Power Plant or VPP).

The scheme enables accredited businesses to create certificates from peak demand reduction that will occur as a result of your battery installation. The accredited business can sell these certificates and use a portion of their value to lower your installation cost. You will typically deal with installers associated with these accredited businesses.

The NSW Government does not give a rebate, set the price of the equipment, installation or certificates, or endorse products offered under the scheme.



## What you need to do

### 1. Use an accredited business.

You can find an up-to-date list of businesses that can offer battery activities under the PDRS on IPART's [Who can help with energy upgrades](#) webpage. You're not required to use a particular business or install a battery under the PDRS, and an accredited business is not obliged to provide a service to you. We recommend you shop around to find the best deal possible on a battery to meet your needs.

### 2. Pay at least the minimum payment.

The scheme requires that you pay a minimum payment of at least \$200 towards the cost of products, their installation and other related work at your property – see IPART's [Households and small businesses](#) page for details. Due to the high cost of batteries you will likely need to pay significantly more than the minimum payment.

### 3. Sign a nomination form (paper or digital) before installation and a declaration after installation.

Note: You may be contacted by an auditor to confirm details of your installation. By assisting the auditor you can help maintain the integrity of the scheme.

## Before deciding on a battery installation be sure to:

1. Determine if a battery is right for you by assessing your current and future energy needs. Remember if you also sign a demand response contract for your battery, less energy may be available for your use. To understand key information about batteries and what is best for your situation visit the NSW Energy [Guide to owning a battery](#). If you are a tenant you will need to get permission from your landlord before installing a battery.
2. Understand battery safety risks including overheating and fire. Think about where to locate your battery to manage safety risks (see NSW Energy's [Installation checklist](#)).
3. Discuss the equipment being offered and confirm it will meet your needs. The cheapest offer may not be the best value for you, so be sure to get multiple quotes to get the best product for your needs. An onsite inspection can help confirm the battery will meet your needs.
4. Know who is involved in the installation. They must hold the correct licences, have clear photo identification and provide detailed information about the proposed installation. The installer should also identify the accredited business they are working with to install the battery. Keep their details – you might need them later.
5. Check warranty details – consider battery warranty length, what it covers, and whether the battery supplier has appropriate after-sales service, spare parts, geographical coverage, and warranty provisions to match any stated product warranty it offers. Normal consumer rights and warranties apply, but the PDRS does not provide additional rights and warranties.
6. Carefully consider any agreement you are asked to sign in the same way you would for any other contract for work at your property (see IPART's [Things you should consider](#) page).

# Frequently Asked Questions

## Who can install a battery under the PDRS?

Only accredited businesses and their representatives can offer battery installations under the PDRS. IPART accredits businesses to create certificates from battery installations under the PDRS.

An accredited business may offer battery installs under the PDRS or it may contract the work to third party installers, such as electricians. Accredited businesses and their representatives are not employees or representatives of the NSW Government.

A list of accredited businesses and the activities they are accredited to deliver is available on IPART's website: [Who can help with energy upgrades](#). We recommend you shop around for a product/service that best meets your needs. Accredited businesses can provide more information on the specific products and services they deliver and the locations they service.

## Are rebates available through the PDRS?

No, the PDRS is a certificate trading scheme that does not give direct rebates. Instead, accredited businesses may create certificates for the peak demand reduction that arises from the work they deliver. They can then sell those certificates and may use some of the revenue they get from that sale to offer their customers batteries at a lower price.

## How much will the battery installation cost?

The accredited business or installer will tell you what your installation will cost. The scheme makes it possible for you to get a battery at a lower price. As explained above, you need to pay a minimum amount of \$200 towards the cost of the installation. For batteries you are likely to need to pay significantly more than the minimum amount. We recommend shopping around to get the best deal possible.

The minimum payment may cover the costs of products, installation, site assessment or other related works carried out at your property. The accredited business or its representatives should not complete the installation unless you have paid the minimum amount. The minimum payment cannot be reimbursed to you in any form.

## Why do I need to sign a nomination form?

By signing a nomination form you give the accredited business the right to create certificates from your installation. They can then sell these certificates, which allows them to offer the battery at a lower price. They can't create certificates without this form.

Only one accredited business can be nominated for a particular installation and the nomination must be made before the battery is installed.

## Who can I contact if I have concerns?

Make sure you know who your accredited business is and have their details handy. You should take all due care to ensure the installation being done at your property meets your needs. Treat the installation the same way you would approach working with any other contractor who has access to your property.

If you are not happy with the quality of work, or require more information, speak to your accredited business or installer first.

If you're unable to resolve the problem, NSW Fair Trading or Building Commission NSW may be able to assist. NSW Fair Trading investigates unfair business practices and ensures that products sold in NSW are safe and meet regulations and safety standards. More information about your rights as a consumer, tips for resolving consumer disputes, and how you can make a complaint is available at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au).

[Building Commission NSW](#) licenses tradespeople such as electricians and plumbers and is responsible for the regulation of laws that apply to them. The Building Commission may be able to assist if you have concerns about the work of licensed tradespeople or unlicensed work.

If you are concerned the accredited business or its representative has not complied with PDRS requirements or they're not responding to your enquiries, you can contact us at [ESSCompliance@ipart.nsw.gov.au](mailto:ESSCompliance@ipart.nsw.gov.au).

## Where can I find more information?

First, you should contact the accredited business for more information on the products and services they offer including associated costs.

Visit NSW Climate and Action for more information about [installing a battery under the PDRS](#) and [installation resources](#).

See IPART's Energy Sustainability Schemes for:

- [general details about the scheme](#)
- information for [households and small businesses](#)
- answers to [frequently asked questions](#).

Note: IPART accredits businesses to create certificates. We don't license tradespersons or regulate safety or consumer rights, which are Building Commission NSW and NSW Fair Trading functions.

Get the online version of this fact sheet with active links by searching 'PDRS BESS1 Fact Sheet' in your web browser.