

Smart Power Care Fund

Energy-efficient Equipment Subsidy Programme

Guide to Application

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1. Introduction

- 1.1 HK Electric establishes a Smart Power Care Fund (the **SPCF**) under its 2019-2033 Scheme of Control Agreement (the **SCA**). Under the SPCF, an Energy-efficient Equipment Subsidy (EEES) Programme (the **EEES Programme**) provides subsidies for HK Electric's non-residential customers to retrofit energy-efficient equipment at their premises in HK Electric's supply territory for decarbonisation.
- 1.2 The EEES Programme, including its availability, the arrangement and terms and conditions of the EEES Programme, is subject to joint review (the **Joint Review**) by HK Electric and the HKSAR Government under the 2019-2033 SCA from time to time.
- 1.3 The EEES Programme is open for application until 31 December 2033 or the funding is fully used up, or a date subject to the Joint Review, whichever is the earlier.
- 1.4 This Guide to Application (the **Guide**) sets out the eligibility criteria, the application and vetting process, and other terms and conditions for the EEES Programme. HK Electric may from time to time revise this Guide. Notice of any revision will be conclusively given by publishing the revision on HK Electric's website at www.hkelectric.com or by sending to applicants a copy of the revised Guide or an appropriate extract or summary of the same. Any such revision will replace all previously published Guides and will take effect from the date when the revision is first published on HK Electric's website (or such later date specified in the revision).

2. Eligibility

- 2.1 Application for participation in the EEES Programme (the **Application**) will only be considered for energy-efficient equipment retrofitting projects which satisfy all of the conditions set out in Sub-clauses a) to f) below (the **Projects**).
 - a) the Projects are for premises (which are buildings, or floor(s)/unit(s) of a building) within HK Electric's supply territory and covered by the service address of a registered HK Electric's electricity account as detailed in Clause 3.2, where energy audit has been conducted by HK Electric under the Smart Power Energy Audit Scheme of the 2019-2033 SCA or the Energy Audit Scheme of the 2009-2018 SCA (collectively the **Eligible Premises**);
 - b) the Projects retrofitting of the following energy-efficient equipment (collectively the **Eligible Equipment**) at the Eligible Premises:
 - i. LED light bulb / LED downlight / LED light tube / LED strip / LED panel and being used for non-decorative purpose;

- ii. Air conditioner with Grade 1 Energy Label, which is single package type (i.e. window type) or split type air conditioner registered on the "Record of Listed Models" in The Mandatory Energy Efficiency Labelling Scheme (MEELS) issued by the Electrical and Mechanical Services Department (EMSD) of the HKSAR Government (available at EMSD website www.emsd.gov.hk/energylabel); or
 - iii. Air-conditioning system not under the Mandatory Energy Efficiency Labelling Scheme (MEELS), which has performance better than the minimum coefficient of performance stipulated in the latest version of Code of Practice for Energy Efficiency of Building Services Installation issued by EMSD (available at EMSD website www.emsd.gov.hk/beeo). Eligible air-conditioning systems include unitary air-conditioners, variable refrigerant flow (VRF) systems, energy-efficient air-cooled chillers, water-cooled chillers, etc.;
- c) the Projects can enhance energy efficiency, which are capable of generating quantifiable energy saving and comply with the requirements set out in Clause 3;
 - d) the Projects (including part of the Projects) are not subsidised by any other programmes under Smart Power Services, whether approved or under application process;
 - e) for retrofitting of original Equipment for communal use at buildings, the applicant shall first apply for Smart Power Building Fund (SPBF) (details available at HK Electric's website www.hkelectric.com/SPBF-en). Application for the EEES Programme for retrofitting of original Equipment for communal use at buildings will only be considered if such Equipment cannot be subsidised by the SPBF; and
 - f) no work has been carried out and no contract has been awarded for the Projects at any time prior to or during the application process, and will remain so until the receipt of the Letter of Approval from HK Electric (as detailed in Clause 5.10). For avoidance of doubt, the contract covering the Projects, no matter such contract is signed by the Applicant or not, will be treated as awarded if the Applicant has made any payment to the corresponding tenderer/contractor in relation to the Projects.

3. Requirements for Application and Projects

- 3.1 The Application and all Projects are required to comply with the requirements set out in Clause 3.

Applicants

- 3.2 The applicant (the **Applicant**) shall be a registered customer of a HK Electric's Non-Residential Tariff or Maximum Demand Tariff electricity account (excluding electricity accounts of temporary power supply or the HKSAR Government).

Authorised Person

- 3.3 The Applicant shall, prior to the Application, designate and authorise a natural person to be the **Applicant's Representative** (e.g. the chairperson or director of a company/organisation applicant) and a natural person to be the **Person-in-charge**, both being the representatives of the Applicant, to act on its behalf in all matters in relation to the Application and the Project.
- 3.4 HK Electric shall treat communications from or requests by any of the Applicant's Representative or the Person-in-charge (collectively the **Authorised Person**) as duly authorised by the Applicant, and shall be at liberty to ignore any communication from or request by any other person (regardless of whether such person has any interest in the relevant Eligible Premises and/or Projects). HK Electric will not become involved in, nor will it be responsible for, any dispute between the Applicant, and the landlord of the Eligible Premises or other parties interested or claiming an interest in the relevant Eligible Premises and/or the Projects.
- 3.5 To ensure HK Electric's ability to communicate with only persons duly authorised by the Applicant, the Applicant shall immediately notify in writing HK Electric of any change in the Authorised Persons or any change in their particulars (and in case of a change of an Authorised Person, provide evidence satisfactory to HK Electric of the appointment, designation and/or authorisation of the Authorised Person's successor), and in any case within 7 days of such change, failing which HK Electric has the right to terminate the Application or the Subsidy Agreement (as defined in Clause 5.5).

Procurement of Goods and Services

- 3.6 The Applicant shall be required to comply with the following requirements for procurement of goods or services for the Projects:
- a) The Applicant shall, prior to the Application, have obtained tender/quotation for the Projects for estimation of the Eligible Project Cost (as detailed in Clauses 4.4 and 4.5), but before the receipt of the Letter of Approval from HK Electric (as detailed in Clause 5.10), the Applicant shall not:
- i. Award any part of the contract for the Projects (as detailed in Clause 2.1); or
 - ii. Make any payment to any tenderer of the aforementioned tenders for the Projects;

- b) The Applicant shall require in the tendering/quotation invitation document the suppliers to provide a cost breakdown listing out the unit cost and number of units of each item of Equipment related to the Projects, and any discount and rebate given by the suppliers in their return tenders/quotations (the **Valid Tenders**); and
- c) For the tender/quotation process, the Applicant shall observe any applicable provisions in the Applicant's procurement policy, relevant statutory commercial procedures and guidelines, exercise utmost prudence and adhere to high ethical standards to ensure the fairness of the tender/quotation process. The Applicant should follow the procurement requirements below:
 - i. for every procurement the aggregate value of which at HK\$50,000 or below, tender/quotation from at least two (2) suppliers shall be obtained; and
 - ii. for every procurement the aggregate value of which exceeds HK\$50,000, tender/quotation from at least three (3) suppliers shall be obtained.

4. Subsidy Amount

- 4.1 The subsidy amount for the Projects is the half amount of Net Eligible Project Cost (as detailed in Clauses 4.3), but is subject to the subsidy caps as detailed in Clauses 4.7). The subsidy amount vetted, determined and approved by HK Electric in its sole and absolute discretion (the **Approved Subsidy Amount**) shall be final.
- 4.2 The actual subsidy amount will be disbursed to a HK Electric's electricity account designated by the Applicant (the **Designated Electricity Account**) for paying electricity charges (as detailed in Clauses 9.1 and 9.2). The Designated Electricity Account should be registered under the name of the Applicant with the respective service address constituting to a part or the whole of the Eligible Premises under the Application.

Net Eligible Project Cost

- 4.3 The **Net Eligible Project Cost** of the Projects is determined by deducting the Project Subsidy (as defined in Clause 4.6) from the Eligible Project Cost (as detailed in Clauses 4.4 and 4.5).

Eligible Project Cost

- 4.4 The **Eligible Project Cost** of the Projects is the aggregate of the costs of design, materials, delivery, installation, testing, commissioning, project management and other associated works necessary for the completion of the Projects on a turnkey basis.

- 4.5 To compute Eligible Project Cost, the Applicant shall observe the following:
- Eligible Project Cost shall exclude any cost items for operation, warranty, maintenance and dismantling; and
 - The cost items shall be based on the lowest-bid Valid Tenders, or otherwise full justification shall be submitted in the Application for consideration and approval by HK Electric in its sole and absolute discretion.
- 4.6 The **Project Subsidy** of the Projects is the aggregate of the subsidy or other amounts of a similar nature (including without limitation, amounts from funds or funding schemes administered by the HKSAR Government, but for the avoidance of doubt, excluding subsidy amount under the Application) to fund the Projects (including part of the Projects), whether approved or under application.

Subsidy Caps

- 4.7 The subsidy amount for the Projects is capped as follows:
- Each Eligible Premises is subject to an overall cap of HK\$150,000 (the **Subsidy Cap**);
 - Each LED light bulb/downlight is capped at HK\$20;
 - Each LED tube/light strip/panel light is capped at HK\$60; and
 - Each air-conditioner with Grade 1 energy label (under MEELS) is capped at HK\$1,500.
- 4.8 If in the 5-year period prior to the date of the Application, different Projects for the same Eligible Premises have received any subsidy amount under the EEES Programme, the Subsidy Cap for the Application shall be reduced by the aggregate of such subsidy amounts, provided that no Application will be processed if the Subsidy Cap falls to zero.

5. Application Process

Application Submission

- 5.1 The Applicant shall make the Application by submitting to HK Electric a duly completed EEES Programme Application Form (the latest version is available at HK Electric's website www.hkelectric.com/SPCF-en) together with all the following documents (which HK Electric will issue an **Acknowledge Email** to acknowledge the receipt of the Application):

- a) a copy of each received quotation/tender for the Projects under the Application with a cost breakdown listing out the unit equipment price, unit installation price and number of units of each type of Equipment related to the Projects, and any discount and rebate given by the suppliers (as detailed in Clause 3.6);
 - b) a copy of meeting minutes of the Applicant or documentary proof showing the resolution of the Applicant (with reason(s)) for selecting the supplier for the Projects;
 - c) documentary proof for the Project Subsidy (as detailed in Clause 4.6);
 - d) details of the Projects as deemed necessary, such as equipment catalogue, schematic diagram, etc.; and
 - e) list of Equipment of the Projects (Appendix A of the Application Form).
- 5.2 HK Electric will not process the Application in the following circumstances:
- a) If the EEES Programme Application Form is not duly completed, or any document as detailed in Clause 5.1 or otherwise required by HK Electric is incomplete;
 - b) If any electricity account of the Eligible Premises under the Application has unsettled electricity bills;
 - c) If any document which requires signing by the Applicant is not signed with the required authorised signature and official chop; and/or
 - d) If there is any non-compliance with the requirements set out in Clause 3.
- 5.3 A completed EEES Programme Application Form together with all the required documents shall be submitted to HK Electric by email to **sme@hkelectric.com**. Please mark "**Application for EEES**" in the email subject.
- 5.4 Based on the date and time of receipt of the Application (the date and time of receipt by HK Electric's email server) confirmed in HK Electric's Acknowledge Email, Application will be processed on a first-come-first-served basis until the funding of the EEES Programme is used up.
- 5.5 HK Electric reserves the right to accept or reject any application at its sole and absolute discretion based on the information provided in the Application and other factors considered to be relevant by HK Electric, and its decision shall be final.

Joint Pre-project Inspection

- 5.6 Upon satisfactory preliminary assessment by HK Electric of the documents submitted under the Application in relation to Eligible Equipment, HK Electric and an Authorised Person shall jointly conduct an on-site pre-project inspection (the **Joint Pre-project Inspection**) and such Authorised Person shall sign with official chop on the **Pre-project Inspection Form**, to confirm and/or verify such matters arising out of the Joint Pre-project Inspection in such form as may be required by HK Electric. The scope of Joint Pre-project Inspection shall include but not limited to:
- recording (e.g. by taking photo and/or video) of the conditions and particulars of the Eligible Premises and the original Equipment; and
 - verification of the information of the Application submitted by the Applicant.
- 5.7 If considered necessary by HK Electric, the Applicant shall revise the information contained in the Application and/or provide additional information to reflect the actual site conditions based on the Joint Pre-project Inspection. HK Electric may require further Joint Pre-project Inspection(s) to confirm such revised or additional information.
- 5.8 The Application will be terminated automatically if the Joint Pre-project Inspection(s) cannot be completed to HK Electric's satisfaction within 6 months from the date of receipt of the EEES Programme Application Form, as stated in the Acknowledge Email (as detailed in Clause 5.1).

Vetting

- 5.9 HK Electric vets the Applications which have completed the Joint Pre-project Inspections. HK Electric has the sole and absolute discretion to approve, suspend or reject the Applications, and determine and approve the Approved Subsidy Amount (as detailed in Clause 4.1), and its decision shall be final. If considered necessary, HK Electric may request the Applicant to provide clarification or supplementary information for the vetting process.

Approval

- 5.10 If the Application is approved by HK Electric, a notification letter (the **Letter of Approval**) will be given by HK Electric to the Applicant, which sets out the in-principle approval of the Application, the Approved Subsidy Amount and other information, including, but not limited to, the following:
- the name of the Registered Customer;
 - the service address of the Eligible Premises under the Application;
 - the summary of approved Projects;

- d) the Net Eligible Project Cost;
- e) the Approved Subsidy Amount; and
- f) the end dates of the **Validity Periods** (which the Applicant is required to achieve certain project stage as set out below, failing which the Subsidy Agreement (as defined in Clause 6) may be terminated and/or disbursement of all or part of the Approved Subsidy Amount may be suspended/cancelled).

| Project Stage | Validity Period |
|---|--|
| Project Completion and Submission of Project Completion Documents | 12 months (counting from and including the date of Letter of Approval) |

- 5.11 If considered necessary by HK Electric, the existing electricity account meter(s) at the Eligible Premises will be replaced by HK Electric for taking higher-resolution electricity consumption data for verification of the energy efficiency enhancement effectiveness of the Projects. The Applicant shall allow and provide such provisions (including without limitation, allowing or procuring to allow temporary suspension of electricity when necessary) as may be required by HK Electric to facilitate the metering replacement work.

6. The Subsidy Agreement

- 6.1 The Letter of Approval, this Guide (as may be revised from time to time), the Subsidy Disbursement Notification (as detailed in Clause 9.1), the Application and the documents submitted by the Applicant under the Application shall altogether constitute the Subsidy Agreement under the EEES Programme (the **Subsidy Agreement**) between HK Electric and the Applicant. In case of any inconsistency, the Letter of Approval shall prevail over all other documents and this Guide shall prevail over all other documents except the Letter of Approval.

7. Contract Award and Project Commencement

- 7.1 The Applicant shall only award the contract(s) for the approved Projects under Application in relation to Eligible Equipment:
- a) after receiving the Letter of Approval from HK Electric, and shall commence the approved Projects so as to complete the approved Projects within the relevant Validity Period as indicated in the Letter of Approval; and
 - b) to the Valid Tenders as approved by HK Electric, on which the Net Eligible Project Cost and the Approved Subsidy Amount are based.

For avoidance of doubt, the contract covering the approved Projects, no matter such contract is signed by the Applicant or not, will be treated as awarded if the Applicant has made any payment to the corresponding tenderer/contractor in relation to the Projects.

- 7.2 If the Applicant proposes to award the contract(s) to any tender/quotation other than the tender/quotation referred to in Clause 7.1b, full justification shall be submitted to HK Electric for obtaining its prior written approval. HK Electric reserves the right for further vetting and approval. The Applicant should note that, in any case, the Approved Subsidy Amount will not be adjusted upwards.
- 7.3 Expenditures of each Project, except the retention money during the defect liability period of the Project, shall be incurred between the date of the Letter of Approval and the completion date of the Project (as detailed in Clause 8.1) and originals or copies of invoices and receipts of such expenditures shall be retained as documentary proof.

8. Project Completion

- 8.1 For an approved Application in relation to Eligible Equipment, the Applicant shall complete the approved Projects and submit the **Project Completion Documents** including, but not limited to the following documents on or before end date of the relevant Validity Period indicated in the Letter of Approval. For the avoidance of doubt, the completion date of a number of Projects shall be the date of commissioning of the last of the Projects.
- a) A copy each of the **Proofs of the Actual Costs** for the completed Projects as detailed below:
- i. The Proofs of the Actual Costs shall be the official payment receipts each with the name, contact and the official chop of the respective supplier; invoices, delivery notes and their copies alone, whether paid or not, will not be accepted as a Proof of the Actual Costs;
 - ii. Each official payment receipt shall be provided with the date of receipt and the cost breakdown related to the completed Projects; and
 - iii. If any official payment receipt does not have the supplier's name, contact, official chop or cost breakdown, the Applicant shall provide as a substantiation either the invoice, delivery note, payment transaction record, contract or purchase order with the corresponding supplier's official chop and clearly written/printed with the corresponding supplier's name and contact, and cost breakdown.

- 8.2 Upon submission of the Project Completion Documents to HK Electric, HK Electric (or its designated service provider) and an Authorised Person shall jointly conduct an on-site post-project inspection (the **Joint Post-project Inspection**) to verify the submitted information is true and accurate, and the Projects completed are in line with the Projects stated in the Letter of Approval. The Authorised Person shall sign with official chop on the **Post-project Inspection Form** to confirm and/or verify such matters arising out of the Joint Post-project Inspection and/or the Project Completion Documents in such form as may be required by HK Electric.
- 8.3 HK Electric may, if it considers desirable or necessary, require the Applicant to revise the Project Completion Documents and/or include additional information in the Project Completion Documents for re-submission.

9. Disbursement of Subsidy

- 9.1 Upon satisfactory completion of all the post-completion requirements under Clause 8, HK Electric will arrange to disburse the subsidy amount to the Designated Electricity Account for Application in relation to the Eligible Premises, on a reimbursement basis for the items covered by the Net Eligible Project Cost approved by HK Electric with the following adjustments (if applicable) to the subsidy amount and notify the Applicant by email (the **Subsidy Disbursement Notification**). For the avoidance of doubt:
- a) the Applicant shall be required to first settle all cost items from its own funds, and the subsidy amounts will be based on such cost items actually paid, subject always to the maximum of the Approved Subsidy Amount;
 - b) for any cost item covered by the Letter of Approval, the subsidy amounts to be disbursed by HK Electric will be correspondingly adjusted downwards to the amount actually paid by the Applicant, if such amount is lower than the respective approved subsidy amount stated in the Letter of Approval;
 - c) the Project Subsidy (as detailed in Clause 4.6) shall always be deducted from the Eligible Project Cost (where applicable, as adjusted under Clause 9.1.a), regardless of whether it is actually received or not by the Applicant; and
 - d) HK Electric shall not be required to disburse any Approved Subsidy Amount for any partially completed Project, unpaid cost items of the Project or Eligible Equipment which has not been installed/commissioned.

- 9.2 The subsidy amount will not be disbursed to the Designated Electricity Account when there is unsettled electricity bill(s) under any the electricity account(s) with the respective service address(s) covering the Eligible Premises under the Application. The subsidy amount will be used for paying electricity charges after the Government's Electricity Charges Subsidy Scheme (if any) in the electricity account has been fully utilised for electricity charges payment. If the Designated Electricity Account is terminated or transferred, the remaining balance of the subsidy amount disbursed to the Designated Electricity Account will not be refunded in any form (including transfer to the other electricity account(s) under the name of the Applicant) to the Applicant.
- 9.3 To ensure the Projects are implemented in accordance with the Subsidy Agreement, HK Electric and/or the HKSAR Government shall have the right to conduct site checks at any time within two (2) years after the date of disbursement of subsidy. The Applicant shall not relocate, resell or decommission any Equipment installed pursuant to the Projects under the Subsidy Agreement within such two (2) period. Otherwise, HK Electric shall reserve the right to recover all subsidy amount which has already been disbursed to the Applicant.

10. Termination of Application/Subsidy Agreement

- 10.1 After submitting an Application and prior to the receipt of the Letter of Approval from HK Electric, the Applicant may terminate the Application at any time without giving reasons by serving HK Electric a prior written notice with an authorised signature and official chop.
- 10.2 After receiving the Letter of Approval from HK Electric and before the disbursement of any subsidy amount to the Designated Electricity Account, the Applicant may terminate the Subsidy Agreement by serving HK Electric a prior written notice with an authorised signature and official chop.
- 10.3 HK Electric may by written notice to the Applicant to terminate the Application/Subsidy Agreement and/or cancel the disbursement of the Approved Subsidy Amount if HK Electric considers in its sole and absolute discretion:
- a) the Applicant breaches any material term of the Subsidy Agreement, including without limitation any failure to meet the eligibility criteria under Clause 2, or any fraudulent acts or omissions by the Applicant under the Application or the Subsidy Agreement, or any breach of or failure to meet the obligation of the Applicant under this Guide;
 - b) any inaccurate or false information provided in the Application, or the information provided in the Application is materially different from the findings of Joint Post-project Inspection under Clauses 8.1 to 8.3;

- c) the Applicant relocates, resells or decommissions any Equipment installed pursuant to the Projects under the Subsidy Agreement within 2 years after the date of disbursement of subsidy;
 - d) the Applicant becomes bankrupt or insolvent, or an application is made for the bankruptcy, liquidation or receivership of the Applicant; or
 - e) any electricity account associated with the Projects is terminated or changed to Residential Tariff electricity account;
- 10.4 Upon the termination of the Application/Subsidy Agreement under Clause 10.1, 10.2 or 10.3, then in addition to its rights under the Subsidy Agreement and other rights in law:
- a) HK Electric shall have no obligation to disburse any subsidy amount to the Applicant, regardless of whether the Applicant has committed or paid any Eligible Project Cost;
 - b) HK Electric shall have the right to recover all subsidy amount already disbursed to the Applicant; and
 - c) HK Electric may refrain the Applicant from re-applying for participation in the EEES Programme.

11. Responsibilities and Limitation of Liability

- 11.1 At all times the Applicant shall be solely and fully responsible for all matters in relation to the approved Projects, and any materials to be installed and commissioned under the Projects shall be the Applicant's property and under the Applicant's risk and custody. The Applicant's responsibilities shall include, among other things, ensuring that the design, procurement, installation, operation and maintenance of the approved Projects comply with all applicable laws, regulations, codes of practice, guidelines, safety and technical requirements from time to time. Whenever applicable, the building services installation(s) under an approved Project shall comply with the Buildings Energy Efficiency Ordinance (Cap. 610) (the **BEEO**), in particular, the corresponding energy efficiency performance shall be equivalent or better than the respective energy efficiency standards stipulated in the BEEO effective at the time of submitting the Application.

- 11.2 It is also the Applicant's responsibility to avoid actual or perceived situations where personal interests compete or conflict with the interests of the Projects or may lead to a conflict of interest in the Application (e.g. the director of the applicant is an employee, employer, shareholder, agent, director, relative or otherwise related to the Project tenderers). HK Electric strictly prohibits anyone from offering, soliciting or accepting bribes or acting as an intermediary for a third party in the solicitation, acceptance, payment or offer of a bribe or kickback. The Applicant shall not, and procure no other related parties, solicit or offer advantages in any form to staff of HK Electric in connection with the Application or the Subsidy Agreement.
- 11.3 HK Electric shall have no responsibility in relation to the approved Projects, whether to the Applicant or any other party, other than to disburse the Approved Subsidy Amount in accordance with the Subsidy Agreement. Save to such extent, under no circumstances shall HK Electric be liable (whether monetary or otherwise) for:
- a) any loss or damage relating to and/or arising out of the Projects, premises at where the Projects are located of whatsoever nature and howsoever arising, and regardless of whether the Application is approved or not;
 - b) any loss or damage to any third person; or
 - c) any indirect or consequential or economic loss, or loss of revenue, profit or data.

12. Data Protection and Information Disclosure

- 12.1 The Applicant shall, and shall procure all necessary parties to, consent to HK Electric to:
- a) disclose the name and address of the premises under the Application and/or the Subsidy Agreement to administrators of other fund/loan schemes to verify against false information and/or double benefit;
 - b) use the data and information submitted in the Application (including without limitation technical details, costs and photos of the Projects) and/or disclose those data and information to the HKSAR Government; and
 - c) publish the information related to the premises and the Projects (including energy savings) under the Subsidy Agreement in HK Electric's publicity/communication materials, whether for internal or external readership, in printed, electronic and digital channels such as leaflets, brochures, posters, banners, videos, interviews, advertisements, websites, mobile phone applications, etc.

- 12.2 HK Electric and/or the HKSAR Government may at their discretion verify the data and information provided by the Applicant for compliance with relevant laws and regulatory purposes under its 2019-2033 Scheme of Control Agreement. Upon request, the Applicant shall provide additional data/information and/or provide evidence to HK Electric to prove the accuracy and authenticity of the data and information submitted by the Applicant. The Applicant shall consent to HK Electric and the HKSAR Government to carry out site inspection(s) for verification purposes.
- 12.3 The Applicant shall be at liberty to disclose that the Projects are financially supported by HK Electric under the EEES Programme, but shall not use the logos of HK Electric and the SPCF unless prior written consent has been obtained. In any case, under no circumstances shall the Applicant use or refer to the names of HK Electric, the SPCF and the EEES Programme, either in full or abbreviation, and use their logos for commercial publicity or in such circumstances or context which may harm the image of HK Electric and/or expose it to any liability.
- 12.4 The Applicant shall ensure that a valid consent has been obtained from the Applicant's Representative, the Person-in-charge, the contractors and tenderers/quotation bidders before transferring their particulars and contact information to HK Electric. In addition to its obligations under Clause 3.4, it is the Applicant's responsibility to notify HK Electric from time to time any update to the contact information of the Applicant, the Applicant's Representative, the Person-in-charge, the contractors and the tenderers/quotation bidders.

13. General

- 13.1 The Applicant cannot transfer the Application or assign the Subsidy Agreement to a third party. The Subsidy Agreement shall be binding on the parties and their respective successors and assigns.
- 13.2 The Applicant shall be fully liable for the acts or omissions of the Applicant's agents, suppliers, contractors and tenderers/quotation bidders, including without limitation the Authorised Persons, as if they were the Applicant's own acts or omissions.
- 13.3 A term or condition of the Subsidy Agreement may not be waived by HK Electric except in writing.
- 13.4 The Subsidy Agreement shall be governed by and construed in accordance with the laws of the HKSAR. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of the HKSAR.
- 13.5 A person that is not a party to the Subsidy Agreement has no right (including by way of any exercise or purported exercise of any statutory rights available to such third party under the Contracts (Rights of Third Parties) Ordinance) to enforce or enjoy the benefit of any term of the Subsidy Agreement.

- 13.6 If there is any inconsistency or ambiguity between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

- END -