

# Smart Power Care Fund

## Energy-efficient Community Subsidy Programme

### Guide to Application

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## 1. Introduction

- 1.1 HK Electric establishes a Smart Power Care Fund (the **SPCF**) for HK Electric's customers under its 2019-2033 Scheme of Control Agreement (the **SCA**). Under the SPCF, an Energy-efficient Community Subsidy Programme (the **EECS Programme**) provides subsidies for owners of businesses (carried on at eligible premises) to implement low-carbon living and/or decarbonisation projects that enable the premises users to adopt low-carbon lifestyle, embrace energy efficiency/decarbonisation, improve indoor environment and/or bring social benefits.
- 1.2 The EECS Programme, including its availability, the arrangement and terms and conditions of the EECS Programme, is subject to joint review (the **Joint Review**) by HK Electric and the HKSAR Government under the SCA from time to time.
- 1.3 The EECS 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 EECS 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](http://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 EECS Programme (the **Application**) will only be considered for low-carbon living or decarbonisation 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. (collectively the **Eligible Premises**) which are either:

### Category 1 Eligible Premises

- i. operated by non-profit-making non-governmental organisations which are either members of The Hong Kong Council of Social Service, or organisations providing subvention services under the Social Welfare Department of the HKSAR Government (NGOs) solely or mainly for provision of education, community, welfare or transitional housing

services (such as NGO-operated community centre, senior care and nursing homes, rehabilitation centres, etc.); or

- ii. used as kindergartens, primary schools or secondary schools, except government schools, as published on the website of Education Bureau of the HKSAR Government (the EDB) as at the time of the Application; or
- iii. operated degree-awarding higher education institutions as published on the website of the EDB as at time of the Application; or
- iv. student facilities associated with the kindergartens, primary schools or secondary schools referred to Clause 2.1.a(ii), or degree-awarding higher education institutions under Clause 2.1.a(iii);

or

#### Category 2 Eligible Premises

- v. eligible premises other than Category 1 Eligible Premises;
- b) the Projects cover turnkey retrofitting, upgrading or new installation of energy-efficient or decarbonisation-related electrical facilities, equipment, installations or appliances for kitchen, laundry, water heating or electric vehicle (EV) charging facilities (collectively the **Electrical Equipment**) at the Eligible Premises; and the EV charging facilities shall be installed at Category 1 Eligible Premises for NGOs to deliver electric transport services for the underprivileged (e.g. rehabilitation buses);
  - c) for the avoidance of doubt, the following items will not be considered as parts of the Projects:
    - i. materials and works in relation to non-electrical systems such as plumbing and draining system;
    - ii. materials and works in relation to non-energy efficient equipment;
    - iii. materials and works in relation to building services installations eligible for applying for other schemes/ programmes under Smart Power Care Fund or Smart Power Services; and
    - iv. demolition and removal of the existing equipment;
  - d) the Projects are capable of helping the users of the Eligible Premises to adopt low-carbon lifestyle, embrace energy efficiency/decarbonisation, improve indoor environment and/or bring social benefits;
  - e) the Projects (including part of the Projects) are not subsidised by any other programmes under Smart Power Services, whether approved or under application process; 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 5.12). 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**) is 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) or Residential Tariff accounts for transitional housing with the respective service address covering the Eligible Premises as detailed in Clause 2.1.a.
- 3.3 The Applicant shall hold a valid Business Registration Certificate, Certificate of Incorporation or other establishment/incorporation/licence/permit document for the business carried on at the Eligible Premises.

#### Authorised Person

- 3.4 The Applicant shall, prior the Application, designate and authorise a natural person to be the **Applicant's Representative** who is the chairperson, chief executive officer, owner or director of the Applicant's company/organisation and a natural person to be the **Person-in-charge** in the Application Form, both being the representatives of the Applicant, to act on its behalf in all matters in relation to the Application and the Project.
- 3.5 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 landlord of the Eligible Premises or other parties interested or claiming an interest in the relevant Eligible Premises and/or Projects.
- 3.6 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 6).

### Procurement of Goods and Services

3.7 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 4.3 to 4.5); but before the receipt of the Letter of Approval from HK Electric (as detailed in Clause 5.12), 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 related to the Projects 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 obtain tenders/quotations for the Projects from at least three (3) suppliers.

## 4. Subsidy Amount

4.1 The subsidy amount for the Projects is the full amount of Net Eligible Project Cost (as detailed in Clauses 4.3 to 4.6). 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 Clause 4.4).
- 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 Cap

- 4.7 The subsidy amount for the Projects is capped to the **Subsidy Cap** at:
- HK\$500,000 per premises for Category 1 Eligible Premises (in which the subsidy for EV charging facilities is capped at HK\$300,000 per premises); or
  - HK\$300,000 per premises for Category 2 Eligible Premises.
- 4.8 If in the 5-year period prior to the date of the Application different Projects for the same premises have received any subsidy amount under the EECS 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 EECS Programme Application Form (the latest version is available at HK Electric's website [www.hkelectric.com/SPCF-en](http://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) for identity/eligibility verification purposes, a copy each of the valid Business Registration Certificate, Certificate of Incorporation or other establishment/incorporation/licence/permit document for the business carried on at the Eligible Premises;
  - b) for Application in relation to Category 1 Eligible Premises,
    - i. a copy of each received tender/quotation for the Projects under the Application with detailed price schedule covering cost breakdowns of design, materials, delivery, installation, testing, commissioning, project management and other associated works (as detailed in Clauses 3.7.b and 4.4); and
    - ii. a copy of meeting minutes of the Applicant or documentary proof showing the decision of the Applicant, which shall cover the following items:
      - the consent to carry out the Projects under the Application;
      - the consent to apply for participation in the EECS Programme; and
      - the resolution (with reason(s)) for selecting tender for the Projects;
  - c) for Application in relation to Category 2 Eligible Premises,
    - i. a copy of each received tender/quotation for the Projects under the Application with detailed price schedule covering cost breakdowns of design, materials, installation, testing, commissioning, project management and other associated works (as detailed in Clauses 3.7.b and 4.4); and
    - ii. 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;
  - d) documentary proof for the Project Subsidy; and
  - e) additional details of the Projects as deemed necessary, such as equipment catalogue, schematic diagram, etc.
- 5.2 HK Electric will not process the Application in the following circumstances:
- a) if the EECS Programme Application Form is not duly completed, or any supporting document 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 the Applicant fails to comply with the requirements set out in Clause 3.
- 5.3 For Application in relation to Category 2 Eligible Premises, if at the time of making the Application any of the required Business Registration Certificate, Certificate of Incorporation or other establishment/incorporation/licence/permit document for the business carried on at the Eligible Premises is pending approval by the relevant authority, HK Electric may, on a case-by-case basis, consider to process the Application.
- 5.4 A completed EECS Programme Application Form together with all the required documents shall be submitted to HK Electric by email to **(SPCF@hkelectric.com)**. Please mark "**Application for EECS (Name of Premises)**" in the email subject.
- 5.5 Based on the date and time of receipt of the Application (i.e. 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 EECS Programme is used up.
- 5.6 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

- 5.7 Upon satisfactory preliminary assessment by HK Electric of the documents submitted under the Application, HK Electric and an Authorised Person shall jointly conduct an on-site pre-project inspection or an online pre-project inspection if considered necessary by HK Electric (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:
- a) recording (e.g. by taking photo and/or video) of the conditions and particulars of the Eligible Premises and the existing equipment (if applicable) related to the Projects; and
  - b) review of the technical feasibility (e.g. installation space requirements, power supply provision, etc.) of the Projects as described in the EECS Programme Application Form.
- 5.8 If considered necessary by HK Electric, the Applicant shall revise the information contained in the Application Form 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.

- 5.9 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 EECS Programme Application Form, as stated in the Acknowledge Email (as detailed in Clause 5.1).

#### Vetting

- 5.10 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.
- 5.11 HK Electric will assess the following, as well as other factor(s) as may consider to be relevant, in its decision on the Application:
- a) priority will be given to the Projects for the Category 1 Eligible Premises;
  - b) whether the Projects help the users of the Eligible Premises to adopt low-carbon lifestyle and/or embrace energy efficiency/decarbonisation;
  - c) whether the Projects help to improve the indoor environment of the Eligible Premises, bring benefits to the community and/or generate other benefits to the environment/target group(s); and
  - d) whether the costs of the Projects are reasonable, realistic and justifiable.

#### Letter of Approval

- 5.12 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:
- a) the name of Applicant;
  - b) the name and address of Eligible Premises under the Application;
  - c) the summary of approved Projects;
  - d) the Net Eligible Project Cost;
  - e) the Approved Subsidy Amount;

- f) the end dates of the validity periods (the **Validity Periods**) on or before 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	18 months (counting from and including the date of Letter of Approval)
Submission of Project Completion Documents	3 months (counting from and including the date of Project Completion)

- 5.13 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. 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 EECS 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 contract(s) for the approved Projects:
- 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
  - 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 7.1.b, 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.
- 7.4 Within 1 month after the awarding of contract(s) for the Projects, the Applicant shall submit to HK Electric a copy of the contract(s).

## 8. Project Completion

- 8.1 The Applicant shall complete the approved Projects within the relevant Validity Period as 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.
- 8.2 the Applicant is reminded to observe and fulfil the requirements as stated under the Electricity Ordinance (Cap. 406), including a Work Completion Certificate (Form WR1) duly signed by the Registered Electrical Contractor (REC)/Registered Electrical Worker (REW), if applicable.
- 8.3 Upon completion of the Projects on or before the end date the relevant Validity Period as indicated in the Letter of Approval, the Applicant shall submit to HK Electric the **Project Completion Documents** including, but not limited to, the following:
- 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.

- 8.4 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 information submitted is true and accurate, and the Projects completed are in line with Projects stated in the Letter of Approval. Prior the Joint Post-project Inspection, the Applicant shall submit to HK Electric a complete list of Electrical Equipment installed and commissioned, and works completed under the Projects to facilitate the inspection arrangement. 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.
- 8.5 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
    - i. the amount actually paid by the Applicant, if such amount is lower than the respective approved subsidy amount stated in the Letter of Approval, or
    - ii. a pro-rata amount if the actual rating (in kW) of an installed Electrical Equipment covered by the Letter of Approval is lower than the rating of the respective Electrical Equipment stated in the Letter of Approval,

whichever is lower of the above two items;

- 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 Electrical Equipment which has not been installed/commissioned.
- 9.2 The subsidy amount will not be disbursed to the Designated Electricity Account when:
- a) 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; or
  - b) the required copy each of valid Business Registration Certificate, Certificate of Incorporation or other establishment/incorporation/licence/permit document for the business carried on at the Eligible Premises has not been submitted to HK Electric.

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 Electrical Equipment or other materials installed pursuant to the Projects under the Subsidy Agreement within such two (2) years period. Otherwise, HK Electric shall reserve the right to recover all subsidy amount already 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 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:
- 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;
  - the Applicant becomes bankrupt or insolvent, or an application is made for the bankruptcy, liquidation or receivership of the Applicant; or
  - any electricity account associated with the Projects is terminated.
- 10.4 Upon the termination of the Application/Subsidy Agreement under Clause 10.2 or 10.3, then in addition to its rights under the Subsidy Agreement and other rights in law:
- 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;
  - HK Electric shall have the right to recover all subsidy amount already disbursed to the Applicant; and
  - HK Electric may refrain the Applicant from re-applying for participation in the EECs 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.
- 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 EECS 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 EECS 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 3.7, 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 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.

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