



Terms and Conditions

In this document "we", "our" and "us" refers to the NABERSNZ™ Administrator in New Zealand, being the New Zealand Green Building Council (NZGBC), its officers, employees, duly appointed agents, assigns and successors.

The New South Wales Office of Environment and Heritage (OEH)¹ owns the NABERSNZ trademark, which is licensed to the Energy Efficiency and Conservation Authority (EECA) in New Zealand. EECA has appointed the NZGBC as the NABERSNZ Administrator. EECA has delegated responsibility to the Administrator for administering the use of NABERSNZ trademarks and related logos within the NABERSNZ Brand Guidelines, but reserves the right to approve use of the trademarks and logos or subsequently take action where the trademarks or logos are not being used in accordance with the NABERSNZ Brand Guidelines or otherwise applied incorrectly or inappropriately.

Provided that all relevant and correct information is received by us and all fees have been paid you will be provided with a NABERSNZ Certified Rating and a NABERSNZ Certified Rating Certificate pursuant to these Terms.

You may display the NABERSNZ Certified Rating Certificate on the rated premises and use the NABERSNZ Certified Rating specified on that NABERSNZ Certified Rating Certificate until the expiry date of the rating as noted on the Certificate. We will provide to you, upon request, a representation of the Certified Rating in the form of the appropriate NABERSNZ Certified Rating logo via email. The NABERSNZ trademark and logos and its authorised arrangements remain the property of OEH and you shall not do anything to impair their right, title and interest in the NABERSNZ trademarks and logos.

All materials and uses of the Certified Rating logo must adhere to the NABERSNZ Brand Guidelines.

You agree that we and EECA may, unless specifically excluded on this Application form:

- engage in the publication of articles, press releases, or papers to publicise NABERSNZ and the NABERSNZ Certified Rating for the rated premises;
- provide the information in your NABERSNZ Certified Rating to third parties for research purposes. The details of individual ratings will not be published without your approval;
- engage in commercial promotions relating to NABERSNZ including notification of the rated premises in the scheme and your NABERSNZ Certified Rating;
- provide special recognition for those premises that, in our opinion, achieve significant rating improvements.

You can only use the NABERSNZ Certified Rating logo for the following purposes:

- for display in, or in promotional material for the rated premises; or
- reporting in your corporate material where specific reference is made to the rated premises.
- You may ask for written approval from us for other uses of the NABERSNZ Certified Rating logo, which we may grant at our discretion.

Any media releases or other announcements must be approved by both the Administrator and EECA.

You will not:

- use or apply the NABERSNZ Certified Rating logo in any way other than as set out in these Terms;

¹ The New South Wales Government through the Office of Environment and Heritage (OEH) has licensed EECA to modify and administer NABERS energy and water for offices in New Zealand.

- use any variation or representation of the NABERSNZ Certified Rating logo, other than the NABERSNZ Certified Rating logo provided on the NABERSNZ Certified Rating Certificate relating to the rated premises;
- use the NABERSNZ Certified Rating logo in any way that may bring NABERSNZ into disrepute;
- continue to use the NABERSNZ Certified Rating logo after the expiry of the NABERSNZ Certified Rating Certificate relating to the rated premises.

Representations of the NABERSNZ Certified Rating logo must:

- appear in the configurations specified in the NABERSNZ Brand Guidelines;
- be reproduced in the manner specified in the NABERSNZ Brand Guidelines;
- wherever possible, be reproduced by accepted printing processes;
- not superimpose any text or other visual materials on the NABERSNZ Certified Rating logo;
- not alter the NABERSNZ Certified Rating logo's position, size and relationship with its constituent elements, without our prior written approval;
- not permit the NABERSNZ Certified Rating logo to be crowded by other visual material including, but not limited to, borders and other typographic or graphic devices.

We retain the right to refuse approval for, and to require correction of incorrect or inappropriate use of the NABERSNZ Certified Rating logo and/or its authorised arrangements.

You shall promptly advise us in writing of any claims, demands or proceedings brought or claimed against you or in respect of which you may become liable arising out of the use of the NABERSNZ Certified Rating logo.

You release and indemnify us, OEH and EECA, and our agents, and agree to keep us indemnified from and against any liabilities, losses, claims, damages, costs or expenses of any kind however arising out of the Assessment, the NABERSNZ Certified Rating, the NABERSNZ Certified Rating Certificate, or the NABERSNZ Certified Rating logo or any use you may make of these, or any exercise of our rights to publicise information under these Terms.

If you engage in any conduct in relation to the NABERSNZ Certified Rating, the NABERSNZ Certified Rating Certificate or the NABERSNZ Certified Rating logo which in our reasonable opinion is likely to mislead or deceive, we may by written notice immediately require you to cease any and all use of the NABERSNZ Certified Rating logo and the NABERSNZ Certified Rating Certificate.

To the extent permitted by law, we disclaim all warranties and limit our liability to the provision of a further performance assessment or payment of the cost of acquiring equivalent services. We are not liable for indirect, economic or consequential damages or loss or profit howsoever arising.

You agree that NZGBC may disclose and report on any detail of your Certified Rating to both OEH and EECA. NZGBC, OEH and EECA undertake to treat this information as confidential if you have chosen not to make the details of your Certified Rating publicly available.

You agree that we may subject your rating to a random quality assurance audit. If an audit result differs from your NABERSNZ Certified Rating, we reserve the right to revoke that certificate. A corrected NABERSNZ Certified Rating Certificate will then be issued. You agree that the results of any audit and any corrected rating may be reported to OEH and EECA.