

National Home Energy Upgrade Scheme Terms and Conditions

The following terms and conditions (“**Terms and Conditions**”, which includes the Important Notices section) detail the conditions under which a grant (“**Grant**”) is awarded to a homeowner (the “**applicant**” or “**you**”) under the National Home Energy Upgrade Scheme (the “**Scheme**”). When an application for a Grant is made and approved, we (being SEAI) will issue a letter of offer (“**Grant Offer**”) which will, amongst other things, include reference to these Terms and Conditions.

Important notices:

- (A) These Terms and Conditions are binding on you as a homeowner.
- (B) It is a condition of your participation in the Scheme that you engage what is referred to as a One Stop Shop Provider (“**OSS**”) for the purposes of participating in the Scheme. The OSS will be acting as your agent for the purposes of making applications to SEAI, which means they will have the legal authority to bind you to the agreement entered into with SEAI under the Scheme, including these Terms and Conditions. You should therefore read and consider these Terms and Conditions carefully, as they contain certain obligations which are directly applicable to you as homeowner.
- (C) In order to fulfil some of the obligations set out in these Terms and Conditions, you will need to rely on your appointed OSS.
- (D) An OSS may only act as an OSS as long as it is registered with SEAI. You should note that this registration is subject to potential suspension or termination in accordance with the terms of SEAI’s contract with an OSS. If an OSS is suspended or terminated, we will advise you of this and you may need to appoint a new OSS to complete any incomplete supported measure(s) in order to avail of the relevant Grant.

Terms and Conditions

OSSs are listed on the SEAI list of registered OSSs (“**OSS List**”). This means they are able to carry out the supported measure(s), to submit an application for a Grant (“**Grant Application**”) on your behalf and to be the party through which your deemed acceptance of the Grant Offer is obtained by SEAI. Applications other than via a registered OSS will not be considered.

As noted above, when an OSS makes and accepts an application on your behalf that OSS is acting as your agent. You are required to provide to your OSS with your written agreement to make the Grant Application on your behalf and for them to be able to accept it on your behalf through the Grant Offer letter process.

- 1) Your agreement with SEAI in the event of a Grant Offer being deemed to be accepted on your behalf by your One Stop Shop provider (the “**Grant Agreement**”) will comprise the Grant Offer itself, these Terms and Conditions, the National Home Energy Upgrade Scheme Guidelines (the “**Scheme Guidelines**”), and the rest of the Application Form in respect of the Scheme (the “**Application Form**”), which are hereby incorporated into these Terms and Conditions. Upon the Grant Offer being deemed to be accepted on your behalf by the OSS (which is the point at which the Grant Agreement is formed), you agree to comply with and be bound by the provisions of the Terms and Conditions, including these documents. In the event of any conflict arising between these documents the order of precedence shall be:
 - a) the Grant Offer less these Terms and Conditions;
 - b) these Terms and Conditions;
 - c) the rest of the Scheme Guidelines less the Terms and Conditions of the Scheme; and
 - d) the rest of the Application Form less the Terms and Conditions of the Scheme.
- 2) The applicable versions of the Scheme Guidelines, Application Form and these Terms and Conditions are those published on the part of the SEAI website which addresses the Scheme on the date of submitting the application. However, SEAI may, if required by law or otherwise and without incurring any liability, vary, revise or supplement the Terms and Conditions, including any of the abovementioned documents, after the applicant's submission of an application and these revised or supplemented Terms and Conditions (as published on the SEAI website) will apply to the application unless you choose to withdraw your application or withdraw from the Grant Agreement. You must monitor SEAI's website in order to learn of any such changes to the Terms and Conditions. The

versions of the Scheme Guidelines, Application Form and these Terms and Conditions which are published on the part of the SEAI website which addresses the Scheme on the date of the Grant Offer being deemed to be accepted on your behalf by the OSS will be versions of those documents which will apply to you.

- 3) You must have entered into a written contract with the relevant OSS in advance of the Grant Application and commencement of the grant aided measures. It is in this written contract that you will be required to grant the OSS authority to act as your agent in order for it to enter into legally binding agreements relating to the Scheme on your behalf.
- 4) You must ensure that the OSS on your behalf completes and submits, the Application Form. You will receive a Grant Offer by email when the OSS submits the Grant Application. In accepting these Terms and Conditions, you confirm that you have provided the OSS with all necessary consents to make a Grant Application on your behalf.
- 5) SEAI will only approve Grants for measures identified from the measure types supported under the Scheme. The Grant, once approved, is only payable in respect of the type of eligible measures identified in the Grant Application and referenced in the Grant Offer.
- 6) You must secure approval from SEAI via a Grant Offer before assuming you will receive the Grant. You must ensure that measures have not commenced before the date of the Grant Offer for the individual home. Any costs incurred prior to the date of the Grant Offer, including product purchase are ineligible and may result in the entire Grant being withdrawn. SEAI reserves the right to reject/approve applications for Grants under the Scheme.
- 7) Grant payment shall be conditional upon fulfilment of all requirements under all relevant guidelines issued by SEAI, including the processes and requirements set out in the Application Guidelines, and all relevant industry technical standards and specifications. You represent that each measure being applied for is for newly fitted materials/ products and has not been incentivised previously in the particular home under any other SEAI or other grant programme. SEAI reserves the right to withhold or clawback any Grant payment in the event that any such requirements, processes or standards are not adhered to. You should therefore confirm with your appointed OSS that all such requirements, processes or standards have been complied with.
- 8) Grants may only be claimed after the measures are fully completed and the OSS has been paid or has entered into a financing agreement with you, the homeowner. All measures the subject of a Grant Offer must be completed and a request for payment for the completed measures along with all required documentation (as specified in the Application Guidelines) submitted within 12 months from the date of the Grant Offer. All Grant Offers will expire 12 months after the date of the Grant Offer. Failure to complete the measures or to submit requests or required documentation before the expiry of this period will result in the Grant being declined.
- 9) As a condition of participation in the Scheme, you agree to have a Building Energy Rating (“**BER**”) assessment of your home undertaken by a registered BER assessor. Depending on the nature of the work this assessment may be required before the works are undertaken and on completion, or only following completion of the upgrade works. Please see the Scheme Guidelines for more detail on this. SEAI may also carry out BER assessments from time to time following the completion of the measures.
- 10) The spirit and objective of the Scheme is to assist homeowners in improving the energy efficiency of their homes. You therefore agree (and should confirm with your OSS) that your Grant Application relates to works which are economically and physically practicable and which will secure the optimal energy efficiency improvements to your home. You also agree that the Grant monies will be coupled with your own funds to the extent necessary to achieve this goal. In specifying works to which this application relates, you confirm that this application does not concern works which are inefficient or incomplete in nature so as to render the expenditure of the Grant monies uneconomic. You should confirm with your appointed OSS to ensure that these requirements are complied with.
- 11) The method for requesting payments, and the process and conditions around that, is set out in the Scheme Guidelines. The timing of fulfilment of the Grant to approved applicants is subject to the

volume of applications at the relevant time and may be paid in batches. It is also ultimately subject to the funding allocated by Government to the Scheme, in accordance with public financial procedures. Where all other conditions are met, payment will be made on a "first come, first served" basis. Where funding is exhausted, payment to remaining applicants will be deferred until such time as further funds may become available. Deferred payments will receive priority, if and when those funds become available.

- 12) Should your property be selected as part of a sample inspection process, you agree to grant full access to your home for verification and/or technical inspection within 14 days of request for access, save in exceptional circumstances demonstrated to the satisfaction of the inspector. Failure to satisfy this full access requirement will be considered a breach of these Terms and Conditions (see Clause 18 below). In the instance of wall assessments, some of these inspections may result in the undertaking of "invasive" tests, including boroscope probing and thermal imaging. You may also be requested to participate in follow-up research (by telephone call, SMS survey, email or postal questionnaire) as may be commissioned by SEAI or its agents in relation to the inspection process. You acknowledge that SEAI will have to provide certain contact details to third party contractors in relation to these matters.
- 13) You agree to facilitate any reasonable request made by SEAI or its agents requiring the OSS (or any subcontractor) to return to your home in order to make good any works deemed not to meet the standards of the Scheme.
- 14) In agreeing to these Terms and Conditions, you represent that you have obtained all necessary consents, permissions and statutory approvals and have authority to install the measures in your home.
- 15) SEAI accepts no liability or responsibility, whether for breach of contract, negligence or otherwise, in respect of any direct or indirect loss, expense, dispute, claim, proceedings or cause of action arising out of, or in relation to, any product (or its suitability), any materials (or their suitability), equipment (or its suitability), work, system, service, specification, standard, installation or the qualification or performance of the OSS (or any of its agents or contractors) in respect of which a Grant Offer has issued, or grant approval or payment was given by SEAI. No undertaking, guarantee, assurance or other warranty, express or implied, is given by SEAI, or any of its agents or servants, in respect of the cost, quality, efficiency and/or benefit of any work, equipment, materials, product, service or installation provided under the Scheme. The fact of registration on the OSS List does not infer any warranty or endorsement of that OSS by SEAI for the Scheme.
- 16) The information in the documents referred to in Clause 1 and on SEAI's website is not intended to warrant or guarantee the quality of the materials, product and/or the installation chosen by the applicant.
- 17) In the event of a breach of these Terms and Conditions or the other documents referred to in Clause 1 above and where Grant payment has been made pursuant to the Scheme, SEAI shall, amongst its remedies, be entitled to demand the complete repayment of and fully clawback any such payment and you agree to comply (or procure compliance by your OSS) with any such demand within one month of the date of the letter from SEAI containing such demand.
- 18) With the exception of Clause 12 above which must be complied with in accordance with the terms of that Clause, you shall follow the SEAI complaints procedure in relation to any disputes between you and SEAI concerning any matter in connection with the Scheme. This complaints procedure can be found on our website.
- 19) Any false, fictitious or fraudulent statements or claims knowingly made on Grant Applications, Declaration of Works or supporting documentation, submitted in respect of previous grant applications/claims or otherwise made to SEAI, its authorised officers, or an SEAI inspector, or any breach of these Terms and Conditions of the Scheme may result in current and future applications being deemed ineligible by SEAI. In respect of applications where you have already received payment pursuant to the Scheme, Clause 18 shall also apply.

- 20) You acknowledge that SEAI is subject to the requirements of the Freedom of Information Act 2014, as amended ("**FOIA**") and you agree to assist and co-operate with SEAI to enable SEAI to comply with its information disclosure obligations. SEAI undertakes to use its reasonable endeavours to hold confidential any information provided by you, subject to the SEAI's obligations under law, including the FOIA.
- 21) To the extent that we process any of your personal data for the purposes of the Scheme, the Scheme Privacy Notice shall apply. This can be found on the part of the SEAI website which addresses the Scheme.