

Better Energy Homes scheme – Installation Terms

These Installation Terms (“Terms”) set out the terms under which a registered contractor (the “Contractor”) for the purposes of the Better Energy Homes scheme (the “Scheme”) will install certain home energy efficiency measures (“Measure”) in the home of an individual (“Grantee”) who has successfully applied for a grant under the Scheme. By signing below, the Grantee and the Contractor agree to be bound by these Terms.

1. The Contractor shall:

- (a) begin installation of the Measure on _____ [*insert date here*] and ensure that such installation is completed by _____ [*insert date here*]. These dates may only be varied by agreement of the parties;
- (b) install the Measure with all due skill, care and diligence, and in accordance with these Terms and relevant law and regulation, including, without limitation, health and safety law and regulation and in accordance with any applicable manufacturer’s guidelines and instructions;
- (c) only use appropriately qualified, experienced, skilled and trained personnel, and who are also either registered with SEAI as a registered contractor or as nominated personnel, in supervising and signing off on the satisfactory completion of the Measure;
- (d) only install such Measure as is appropriate having regard to the Grantee’s requirements and the optimal energy efficiency of the Grantee’s home;
- (e) ensure that, after installation of the Measure has completed, the Grantee’s home is in the same state of repair, condition and cleanliness as it was before installation began;
- (f) provide the Grantee with a signed and legible Scheme “Declaration of Works” on completion of the installation;
- (g) maintain such adequate insurances as required under the terms of registration under the Scheme to cover all loss or damage that may arise either in relation to installation of the Measure or in connection with these Terms;
- (h) not assign these Terms or subcontract installation of the Measure without the Grantee’s consent.

2. The Grantee shall provide safe access to his / her home as is necessary to allow the Contractor install the Measure and will also provide all relevant electricity and other utilities necessary to facilitate such installation.

3. Unless otherwise agreed between the parties, the Grantee shall pay in full the Contractor € _____ (including VAT) for and on the provision and installation of the Measure (“Fee”) and any specified ancillary works which have been agreed between the parties. Where the Fee is to be paid in instalments, it shall be paid as follows:

Instalment (€, excl. VAT)	Milestone date*

* Note that for grant qualification / payment purposes under the Better Energy Homes scheme, all works must be completed and full payment made or an agreed payment schedule is in place, no more than six (6) months after date of grant approval.

4. The Contractor warrants and represents to the Grantee and agrees that the Measure and its installation corresponds in all respects with any appropriate technical documentation or specifications (including the Scheme Standards and Guidelines Document available on the SEAI website and any other prescribed specifications and standards guidance from SEAI pertaining to the Better Energy Homes scheme), is of merchantable quality, fit to effectively improve the energy efficiency of the Grantee’s home, free from defects and compliant with all relevant statutory requirements and regulations relating to such Measure (the “Contractor’s Warranty”). In the event of a breach of the Contractor’s Warranty or paragraphs 1(b)-(d) above within a

period of two (2) years from completion of installation of the Measure, then the Contractor shall, at the discretion of the Grantee but at the Contractor's cost and expense, repair or replace the Measure or remedy its installation within a period of fourteen days from being notified by the Grantee of the breach. If the Contractor does not repair or replace the Measure or remedy its installation within this fourteen day period, then the Grantee shall have the right to purchase replacement Measure of a similar or equivalent specification to the Measure from another source and/or organise the remedy of any defective installation and the Contractor shall refund to the Grantee all monies paid by the Grantee to purchase such replacement Measure and services. These remedies do not affect the Grantee's statutory rights and remedies.

5. The Contractor shall assign and pass through to the Grantee the benefit of all warranties that it has received from third parties in relation to the Measure and its installation.
6. The Contractor shall fully indemnify and keep the Grantee indemnified from and against any losses, liabilities, demands, damages, costs, claims and expenses (including, without limitation, legal costs and expenses) awarded against or suffered, incurred or paid by the Grantee which arise out of, or are consequential upon or connected with the Contractor's performance (or non performance) of its obligations under these Terms and/or any breach of the Contractor's Warranty.
7. The Contractor and the Grantee acknowledge and agree that SEAI is not the "client" for the purposes of the Safety, Health and Welfare at Work (Construction) Regulations 2013 and the Grantee will assume all responsibilities of the "client" as detailed within the Safety Health and Welfare at Work (Construction) Regulations 2013. The SEAI has not made any representations to the Grantee in respect of the competence of the Contractor for the purposes of the Safety, Health and Welfare at Work (Construction) Regulations 2013.
8. Each party shall be entitled to terminate these Terms, without liability to the other party, for any reason within fifteen (15) days from signing the Terms. Each party may also terminate these Terms in the event that the other party breaches any material term of these Terms (whether repudiatory or not) which is incapable of remedy or, which, if capable of remedy, is not remedied within twenty one (21) days of notice requiring such breach to be remedied.
9. The parties shall endeavour to resolve amicably any disputes or differences under these Terms and in particular any disputes that may arise in relation to any unsatisfactory technical reports on the installation of the Measure made by SEAI or its agents or contractors.
10. These Terms or any matter relating to or in any way connected with them are governed by and shall be construed in accordance with Irish Law and, subject to paragraph 8 above, the parties submit to the exclusive jurisdiction of the Irish Courts for the purposes of any legal disputes or other proceedings arising out of or in any way relating to these Terms.
11. Neither party shall be liable to the other party for any breach of these Terms arising from an event that is beyond its reasonable control, including, without limitation, war, riot, accident, fire, flood or any similar disaster.
12. These Terms represent the entire agreement between the parties and, except for any other agreed document describing the Measure (which shall form part of these Terms), supersede any and all prior arrangements, agreements and understandings in relation to their subject matter, including, without limitation the Contractor's own standard terms and conditions (if any).

Signed:

Grantee

Contractor

Date

Date