

OSS-Homeowner-Contract

Minimum-Requirements

Version 1.1 2023



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Sustainable Energy Authority of Ireland

SEAI is Ireland's national energy authority investing in, and delivering, appropriate, effective and sustainable solutions to help Ireland's transition to a clean energy future. We work with the public, businesses, communities and the Government to achieve this, through expertise, funding, educational programmes, policy advice, research and the development of new technologies.

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General

This document is being made available to all One-Stop-Shop providers ("OSS") pursuant to the terms of the appointment agreement entered into between SEAI and each OSS.

In accordance with each appointment agreement, SEAI has the right to issue a statement of minimum requirements ("Minimum Requirements") for what each OSS Customer Agreement (as such term is defined in each appointment agreement) should include, at a minimum. This document sets out the Minimum Requirements which SEAI requires to be reflected in each OSS Customer Agreement. Each OSS is required to implement these Minimum Requirements in all its OSS Customer Agreements.

These Minimum Requirements do not preclude the inclusion of additional terms in an OSS Customer Agreement, provided such additional terms do not conflict with, qualify or otherwise affect any of the Minimum Requirements set out in this document.

The OSS shall ensure that the relevant OSS Customer Agreement is in place before any OSS Scheme Services (as such term is defined in each appointment agreement) are undertaken and before any grant application to SEAI is made relating to such OSS Scheme Services.

Minimum Requirements

The OSS Customer Agreement must:

1. Be in writing, be between the OSS and the homeowner only and be signed by both the OSS and the homeowner;
2. Include a start date and either a completion date for the OSS Scheme Services or the time period within which the OSS Scheme Services will be completed;
3. Include a clear description of the OSS Scheme Services to be undertaken;
4. Include a clear description of the financial obligations of the homeowner relating to the OSS Scheme Services, including specifically that the amounts payable by the homeowner to the OSS for OSS Scheme Services will equate to the cost of such OSS Scheme Services less any grant funding provided by SEAI relating to the applicable OSS Scheme Services;
5. Include confirmation that any grant payment from SEAI shall be conditional upon fulfilment of all requirements under all relevant guidelines issued by SEAI, including the processes and requirements set out in the relevant scheme guidelines, and all relevant industry technical standards and specifications;
6. Appoint the OSS as agent of the homeowner for the purpose of making grant applications to SEAI and for the purpose of agreeing to be bound by contractual documents relating to such grant applications;
7. Include an obligation on the OSS, its contractors and all other personnel involved in the OSS Scheme Services to comply with all applicable law, including all applicable building regulations and health and safety laws;
8. Include an obligation on the OSS to ensure that the OSS Scheme Services will be undertaken using all reasonable skill and care and in accordance with good industry practice;
9. Include an obligation on the OSS (including on behalf of its contractors) to only use appropriately qualified, experienced, skilled and trained personnel;
10. Include an obligation on the OSS (including on behalf of its contractors) to only use personnel who are registered with SEAI as registered contractors, where this is required, or will be supervised and signed off by the OSS where such contractor registrations are not in place.
11. Include:
 - a. Confirmations from the OSS that the planned OSS Scheme Services are economically and physically practicable, that the planned OSS Scheme Services will not be inefficient or incomplete in nature so as to render the expenditure of the grant monies uneconomic and that the planned OSS Scheme Services will secure the optimal energy efficiency improvements to the relevant home;
 - b. An acknowledgement from the homeowner that its own funds will need to be applied in addition to the grant monies in order to achieve the requirements of preceding sub-clause (a);

- c. An obligation on the OSS to only use newly fitted materials/products in the OSS Scheme Services;
 - d. Confirmation from the homeowner that the planned OSS Scheme Services have not been incentivised previously by the homeowner in the particular home (in whole or in part) under any other SEAI or other grant programme; and
 - e. Agreement by the homeowner that SEAI will have the right to withhold or claw back any grant payment in the event that either the obligation on the OSS referred to at sub-clause (c) above is not complied with or the confirmation to be given by the homeowner referred to at sub-clause (d) above is incorrect (in whole or in part).
12. Include warranties and representations given by the OSS to the homeowner that the OSS Scheme Services:
- a. Will correspond in all respects with all relevant technical documentation and/or specifications (including the relevant SEAI grant scheme standards and guidelines documents available on the SEAI website and any other prescribed specifications and standards guidance issued by SEAI from time to time pertaining to the applicable SEAI scheme); and
 - b. Will be of merchantable quality, fit to effectively improve the energy efficiency of the homeowner's home, be free from defects and will be compliant with all relevant statutory requirements and regulations relating to such OSS Scheme Services;
13. In addition to any warranties which may be provided by third parties, include an obligation on the OSS (at the OSS's expense but at the homeowner's discretion) to repair, replace or remedy any OSS Scheme Services which do not comply with the warranties and representations referred to at clause 12 of this document at any point during a reasonable period following completion of the relevant OSS Scheme Services;
14. Include an indemnity given by the OSS in favour of the homeowner which applies to any losses, liabilities, demands, damages, costs, claims and expenses incurred or paid by the homeowner which arise out of: (i) the OSS's breach of its obligations under the OSS Customer Agreement; and/or (ii) the OSS's negligence;
15. Not include any unreasonable caps or exclusions to the OSS's liability to the homeowner arising from the OSS Customer Agreement;
16. Include an obligation on the part of the OSS to ensure that the benefit of all warranties that are received from third parties in relation to the OSS Scheme Services and their installation (including relating to materials and hardware) are assigned and passed through to the homeowner;
17. Incorporate all documentation relevant to the applicable SEAI grant scheme by reference into the contract if appropriate, including the relevant terms and conditions of the applicable SEAI grant scheme, the applicable SEAI grant scheme guidelines, and any other terms which are included in the relevant grant application form;
18. Include a consent from the homeowner to grant SEAI access to the home for the purposes of inspections and audits in accordance with the requirements of the relevant SEAI grant scheme guidelines and terms and conditions;
19. Include agreement by the homeowner that it will facilitate any reasonable request made by SEAI or its agents requiring the OSS (or any subcontractor) to return to the relevant home in order to make good any OSS Scheme Services deemed not to meet the standards of the relevant SEAI grant scheme;
20. Include confirmation from the OSS that is not as a partner, representative or agent of SEAI;
21. Include provisions setting out appropriate procedures to allow the homeowner to make complaints about the OSS, its contractors and all other relevant personnel involved in the OSS Scheme Services, including provisions which specify how such complaints will be managed and resolved;
22. Include confirmation from the homeowner that it was informed by the OSS before entering into the OSS Customer Agreement that the homeowner did not need to deal exclusively with the OSS in order to secure funding from SEAI, and that other OSS parties are available for such purposes;
23. Include confirmation that the OSS may only act as an OSS as long as it is registered with SEAI, that this registration is subject to potential suspension or termination in accordance with the terms of the OSS's

appointment agreement with SEAI, and that, if the OSS is suspended or terminated, the homeowner may need to appoint a new OSS to complete any incomplete work in order to avail of the relevant grant;

24. Include a commitment from the OSS to hold appropriate insurance cover;
25. Include an obligation on the OSS to provide the homeowner with a signed and legible "Declaration of Works" on completion of the OSS Scheme Services;
26. Include an obligation on the homeowner to sign the "Declaration of Works" it is provided with by the OSS on completion of the OSS Scheme Services;
27. Include a joint obligation on the OSS and the homeowner to ensure that the "Declaration of Works" (signed by both the OSS and the homeowner) is returned to SEAI; and
28. Provide the homeowner with notification of the SEAI "Contact Preference Form", which is set out at Annex 1 of this document and is also available on the SEAI website.

Annex 1 – SEAI Contact Preference

<https://www.seai.ie/publications/National-Home-Energy-Upgrade-Scheme-Contact-form.pdf>

National Home Energy Upgrade Scheme – Contact Preference Form

Application Number:			
<p>The Sustainable Energy Authority of Ireland (SEAI) may like to contact you as a householder in our National Retrofit Scheme to gather information on your experience of the programme. Filling out this contact preference form does not oblige you to participate in any research, such participation will be voluntary.</p>			
Would you be happy for us to contact you for the purposes of:			
• Collect your feedback on your experience	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
• Collect energy performance data on your home	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
• and in relation to other related research	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
If you answered yes above, please provide the following details			
Address			
Eircode			
Email			
Phone			
How would you like to be contacted by SEAI (more than one option can be selected):	Phone	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	Email	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	Post	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<p>Withdrawing your consent: If at any time you decide to change your mind , please send an email directly to dataprotection@seai.ie to withdraw your consent.</p> <p>Details of how to opt out of receiving contact from SEAI is also available on SEAI’s website.</p>			
PRINT NAME			
Signature			
Date			

Data Protection and Privacy Notice: SEAI fully respects your right to privacy. If you return this form to SEAI, we will collect and process your personal data, which you provide to us here, for the purposes of contacting you with research surveys as set out above. Your personal data will be shared only as necessary with employees of SEAI and third parties providing services on our behalf. We will only retain your data for as long as is necessary for the purposes above, and in accordance with data protection law. For more information about your personal data rights, and how SEAI collects, holds and processes your personal data, please refer to the Data Protection and Privacy statement which is available on our on scheme webpage www.seai.ie/grants/national-home-retrofit/. It also details how to exercise those rights, and what to do if you require more information or wish to make a complaint.



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