

Terms And Conditions

The Non-Domestic Microgen Scheme (the "Scheme"), which operates under the Microgeneration Support Scheme, is funded by the Government of Ireland through SEAI. The funding for the Scheme is limited and all applications are subject to the following conditions:

1. The Application Guide, Application Form and Terms and Conditions are those published on the SEAI website on the date of submission of the application. However, SEAI may, if required by law or otherwise and without incurring any liability, vary, revise or supplement the Terms and Conditions of the Scheme 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 the Applicant chooses to withdraw its application or withdraw from the contract. The Applicant must monitor SEAI's website in order to learn of any such changes to the Terms and Conditions.
2. The Applicant's agreement with SEAI in the event of a Grant Offer being approved will comprise the Terms and Conditions, the Application Guide (including its Appendices), and the rest of the Application Form. The Applicant, having accepted the Grant Offer and communicated their acceptance of it to SEAI, shall comply with and agree to be bound by the provisions of the Terms and Conditions of the Scheme and these documents. In the event of any conflict arising between these documents the order of precedence shall be;
 - a. The Terms and Conditions of the Scheme.
 - b. The rest of the Application Guide less the Terms and Conditions of the Scheme.
 - c. The rest of the Application Form less the Terms and Conditions of the Scheme.
3. Any installation or expenditure incurred prior to the Scheme opening will be deemed ineligible.
4. Applications will generally only be received on the SEAI website. Applications must be submitted by private individuals. Neither a Company nor an Assessor may apply on your behalf.
5. Only one Solar PV system will be supported per MPRN (Meter Point Reference Number).
6. Any premises that previously received SEAI support for a solar PV system under another Scheme is not eligible for grant support under the Microgeneration Support Scheme (e.g., Better Energy Communities, Domestic Solar PV, EXEED (Excellence in Energy Efficiency Design), Micro-generation Trial). The Applicant

vouches that the measures applied for have not already been supported by other government Schemes.

7. The premises was built before 1 January 2021 and located in the Republic of Ireland.
8. Applicants must ensure that they accept their Grant Offer and the attaching terms and conditions. A grant is accepted by:
 - a. Online: Receipt is acknowledged when submitting the application.
 - b. Offline: The Grant Offer including the Acceptance of Offer form will be issued to your postal address. The Acceptance of Offer form needs to be signed by the Applicant and returned in accordance with the timelines prescribed by SEAI. If you do not return your Acceptance of Offer form within these timelines, your Grant Offer will lapse, and you will need to reapply.
9. The Applicant must secure approval from SEAI before assuming he/she will receive the Grant. SEAI reserves the right to reject/approve applications for Grants under the Scheme.
10. The Applicant must ensure Grant approval is received before proceeding with any product purchase or installation work. Costs incurred prior to Grant approval are ineligible and may result in the entire Grant being withdrawn.
11. The Grant, once approved, is only payable in respect of the type of measures identified in the Application and referenced in the Grant Offer.
12. Once the Applicant has received Grant approval, they will have 8 months to complete the works and submit the declaration of works.
13. The Applicant may be requested to participate in follow-up research as may be commissioned by SEAI to establish the Scheme's impacts and achievements. This will also include the acquisition of information and data for the development of case studies for wider dissemination (protecting as appropriate all personal data, confidential or commercially sensitive information).
14. The solar PV system, battery energy storage system and meter point data may be used by SEAI or its agents to assess the impact of micro-generation on the local electricity system and the development of future methods. SEAI may assess this data directly or share aggregated data with third parties for analysis purposes.
15. Applications should be made through our website www.seai.ie along with all applicable support documents as outlined. In exceptional circumstances, SEAI may accept an application by post.
16. Payments are only made by electronic fund transfer into the bank account nominated by the homeowner on the application.
17. The timing of fulfilment of the Grant to approved Applicants is subject to the funding allocated by government to the Scheme in a particular calendar year, 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 in a particular calendar year, 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.
18. SEAI and its` agents reserve the right to conduct desktop audits on and visits to properties in receipt of a Non-Domestic Microgen Scheme Grant to satisfy itself

that the installation has been completed in line with relevant standards, Non-Domestic Microgen Scheme Code of Practice for Installers and these Terms and Conditions, either prior to making a payment in respect of any claim or following a payment in respect of any claim. Failure to accommodate such desktop audits and visits may result in revocation of the Grant or repayment of the Grant.

19. Should his/ her property be selected as part of a sample inspection process, the applicant must grant full access to the premises 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 32 below). The applicant 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. The applicant acknowledges that SEAI will have to provide certain contact details to third party contractors in relation to these matters and the applicant hereby consents to SEAI making these disclosures.
20. The Applicant must facilitate any reasonable request made by SEAI agents requiring the Company to return to the premises to make good any works deemed not to meet the standards of the Scheme.
21. The Applicant must engage a Company listed on the list of Solar PV Registered Companies to carry out the supported measure. The Company must be active on the SEAI list of Solar PV Registered Companies/Installers at the time of application and when works are being carried out.
22. Installations must meet all relevant regulations and meet the Code of Practice for the Non-Domestic Microgen Scheme.
23. All electrical work must be undertaken by a fully qualified and authorised electrician registered with Safe Electric Ireland.
24. Applicants must ensure that all electrical work complies with National Rules on Electrical Installation. A Safe Electric Ireland Certificate Number 3 will be required to evidence this compliance.
25. 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 Company 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.
26. An audit or inspection does not infer any warranty or approval by SEAI of the quality or suitability of the works undertaken by or on behalf of the applicant. The audit or inspection does not relieve the applicant of its obligations under the Grant Scheme nor of its contractual obligations to third parties with regards to any defects identified at the time of inspection, not identified at the time of inspection

or that may arise after the inspection. SEAI accepts no liability or responsibility, whether for breach of the Non-Domestic Microgen Scheme Terms and Conditions contract, negligence or otherwise, in respect of any claim or cause of action arising out of, or in relation to, any equipment, product, work, system or installation in respect of which grant approval was given by SEAI and which was inspected by SEAI.

27. The Applicant must obtain all necessary consents, permissions and statutory approvals and have authority to install the measures on their premises.
28. Full responsibility for the information presented in the application form and supporting documentation submitted rests with the Applicant concerned. Neither SEAI nor their agents accept any responsibility for errors or omissions contained in applications for Grant aid or any required supporting documentation.
29. It is the responsibility of the Applicant to familiarise him/herself with the Scheme Terms and Conditions, the specifications and any amendments thereof and with the consequences for breaches of the Scheme.
30. SEAI has the right to revoke funds where there are issues with project delivery e.g., quality, safety, timelines, completion and incorrect products as per the Code of Practice.
31. In the event of any breach of the Scheme Terms and Conditions, the specifications and any amendments thereof by the Applicant, and where the Applicant has received payment pursuant to the Scheme, SEAI shall, amongst its remedies against the Applicant, be entitled to demand the complete repayment of and fully clawback the Grant. The Applicant agrees to comply with any such demand within one month of the date of the letter from SEAI containing such demand.
32. In relation to any complaints or appeals under the Non-Domestic Microgen Scheme, the Applicant shall follow the SEAI Complaints and Appeals Policy contained within the SEAI Customer Charter, published on the SEAI website and amended from time to time.
33. The Applicant and SEAI will attempt to resolve any disputes in connection with the Scheme amicably. Where resolution in this manner is not successful, the escalation in the SEAI Complaints and Appeals Policy contained within the SEAI Customer Charter shall be followed.
34. Any false, fictitious or fraudulent statements or claims knowingly made on Grant applications, or supporting documentation, submitted in respect of previous Grant applications / claims or otherwise made to SEAI, its authorised officers, or 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 the Applicant has already received payment pursuant to the Scheme, Clause 31 shall also apply.
35. Any personal information which an Applicant provides to SEAI will be treated with the highest standards of security and confidentiality, strictly in accordance with the Data Protection Acts, 1988-2018, as amended or replaced from time to time, and pursuant to the General Data Protection Regulation (meaning Regulation (EU) 2016/679 and all applicable data protection legislation. Further information about how SEAI will use and hold your personal data and your personal data right are

contained in the Microgeneration Support Scheme Data Protection and Privacy Statement.

36. The Applicant acknowledges that SEAI is subject to the requirements of the Freedom of Information Act 2014 ("FOIA") and shall 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 the Applicant, subject to the SEAI's obligations under law, including the FOIA.
37. The Applicant understands that all data collected in the administration of the Scheme will be aggregated by SEAI as a means of analysing the overall Scheme effectiveness e.g., in terms of cumulative achievements, market trends, and/ or environmental impacts. The disclosure of this data will not involve the release of any personal data.
38. SEAI may contact you occasionally to gather your valuable opinion on micro-generation or related matters. We will seek your consent for participation in such research surveys.