

Solar PV

Company Registration Terms and Conditions



Solar PV Company Registration Terms & Conditions

1. For the purposes of these terms and conditions, the term “**Installer**” shall refer to the person who is registered as a contractor on the Solar PV Scheme Installer Register.
2. For the purposes of these terms and conditions, the term “**Code of Practice**” shall mean the Domestic Solar Photovoltaic Code of Practice for Installers published on the SEAI website, as may be updated by SEAI from time to time.
3. The term “**Company**” in these terms and conditions refers to the applicant seeking to be registered on the Solar PV Scheme Company Register.
4. The term “**Company Register**” shall refer to the Solar PV Scheme Company Register.
5. The term “**Required Insurance Cover**” shall mean that the Company, any Installer, any person carrying out works on foot of the Scheme for and on behalf of the Company and all works carried on foot of the Scheme are covered by an insurance policy which at a minimum provides the following level of insurance cover (a) an indemnity limit of not less than €13,000,000 for any one event (b) an indemnity limit of not less than €6,500,000 for any one event for public liability; and (c) not less than €6,500,000 in aggregate for product liability, in each case on market terms.
6. The Company confirms, warrants, and agrees that all information provided to SEAI with regard to the Company is true, accurate, complete, and not misleading in any way.
7. Only Installers may be engaged by the Company to carry out works on foot of the Scheme.
8. The Company acknowledges, understands, and confirms that:
 - (a) SEAI may refuse an application for registration if the applicant (1) has not provided SEAI with the requisite documentation; (2) has failed to comply with the terms and conditions of any grant scheme administered by SEAI in the past; (3) has failed to act in accordance with any direction issued by SEAI under any grant scheme administered by SEAI; (4) has been de-registered or is suspended at the time the application is submitted; and/or (5) has breached these terms and conditions in the past.
 - (b) SEAI may require further information, proof of eligibility and/or other vouching documentation from a Company prior to registration.
 - (c) SEAI may require the Company to advise what Installers are or will be engaged by (whether as an employee or for the provision specific services) the Company for the purpose of the Scheme.
9. The Company accepts that engaging in the following, in relation to the Scheme may result in the Company’s removal from the Company Register (“**De-Registerable Behaviour**”):
 - (a) Failing to comply with these Terms and Conditions
 - (b) Supplying SEAI with incorrect, inaccurate, or misleading information
 - (c) Failing to respond to a written request from SEAI (whether sent by electronic mail, by post or otherwise) within the required timeframe.
 - (d) Failing to comply with the Code of Practice
 - (e) If any person carrying out, assisting, or advising in relation to works on foot of the

Scheme is not covered by an insurance policy that provides the Required Insurance Cover (as defined below)

- (f) If a person other than an Installer signs-off on works carried out on foot of the Scheme
 - (g) Failing to arrange for remedial works to be carried out by in accordance with the direction(s) of SEAI within the time frame prescribed by SEAI for carrying out the remedial works.
 - (h) Signing off on a Declaration of Works form prior to completion of the declared works
 - (i) If a claim for payment is submitted to SEAI in circumstances where (i) the works to be carried out by the Installer were not completed; or (ii) the works to be carried out by the Installer were not carried out at all
 - (j) In any way enabling or facilitating Scheme applicants or other persons to receive payment of grant monies for works which have not been completed at the time of grant payment
 - (k) Being connected in any way with the carrying out of works under the Scheme, whether directly or indirectly (including, without limitation, as a principal, partner in, manager, director or employee of a registered installer, or a sub-contractor to a registered installer) during a period of de-registration, unless otherwise mandated to do so by SEAI by written instruction
 - (l) Facilitating the participation, of or provision of services by (including, without limitation, as principal, partner, manager, director, employee, sub-contractor or otherwise) an Installer or a Company, that is currently subject to de-registration, in the carrying out of Scheme works, unless otherwise mandated to do so by SEAI
 - (m) Circumventing the spirit and intent of an installer's de-registration
 - (n) Any other behavior which can reasonably be considered to be intended or to have the effect of circumventing the application, or potential application, of these Terms and Conditions or disciplinary measures.
 - (o) Engaging in activities and/or behaviour which SEAI regards as having a negative impact on the reputation of SEAI and/or the Scheme.
 - (p) Unauthorised use of the SEAI logo for marketing or other purposes
 - (q) Engaging in fraudulent or wreck less behaviour in the course of carrying out works on foot of the scheme.
 - (r) Failing to complete any works on foot of this scheme for a period of 18 months.
 - (s) Being convicted of any dishonesty related offence(s); and/or
 - (t) Engaging in such other behaviour that SEAI determines in its reasonable opinion as being worthy of de-registration.
10. The Company may appeal a decision made by SEAI in relation to the Company.
11. Complaints should be dealt with in line with the Customer Charter, available on the SEAI website.
12. If an Inspection returns a finding that works are seriously non-compliant, the Company that was paid for the works and the Installer who signed the Declaration of Works will each receive a letter of "De-registration Pending Appeal" together with an Appeal Form. The

Company has two weeks to appeal the de-registration in writing.

13. If an inspection returns a finding that reworks are required, the Installer will receive a reworks notification from SEAI with a deadline of four weeks to complete reworks and return the appended reworks form to the stated SEAI address. The Installer may appeal the reworks decision in writing, within 2 weeks, using an appeal form provided by SEAI. The reworks appeal is reviewed by the SEAI Inspections Unit. The reworks decision may be re-appealed but only under provision of new information. The re-appeal is reviewed by the Head of the Inspections Unit and the decision is final.
14. A Company that fails to procure that an Installer completes reworks by the given deadline, and does not appeal the reworks decision, will be de-registered.
15. During de-registration, the Company shall not and shall procure that any Installer engaged by the Company shall not:
 - (a) Commence any works not already started prior to de-registration on foot of this scheme.
 - (b) Accept any new works through this scheme; and
 - (c) Accept works by way of a change of Installer and from the effective date of de-registration.
 - (d) Complete any Solar PV Scheme works already started by an Installer engaged by the Company prior to notice of de-registration, must be completed within 14 days of de-registration and shall be subject to the terms and conditions of the scheme including audit and rework requirements; and
 - (e) Notify SEAI immediately of works intended to be carried out by him/her/it under other SEAI programmes.
16. During de-registration, the Company shall and shall procure that any Installer engaged by the Company shall:
 - (a) Complete any Solar PV Scheme works already started by an Installer engaged by the Company prior to notice of de-registration within 14 days of de-registration and shall be subject to the terms and conditions of the scheme including audit and rework requirements; and
 - (b) Notify SEAI immediately of works intended to be carried out by him/her/it under other SEAI programmes.
17. The Company shall be responsible for the cost of implementing any re-work(s) that SEAI deem necessary to bring the works carried out on foot of the scheme to the Standards specified in the Code of Practice and/or to rectify any damage caused by the Installer, the Company and/or their employees, contractors and/or agents. The Company shall procure that an Installer completes any rework(s).
18. The Company acknowledge that SEAI may permanently de-register the Company:
 - (a) For failing to comply with these terms and conditions; and/or
 - (b) If an Installer employed by the Company fails to comply with the terms and conditions applicable to the Installer under the Scheme; and
 - (c) If an Installer who is not employed by the Company but who provides services to the Company in connection with works carried out on foot of the Scheme fails to comply with the terms and conditions applicable to the Installer under the Scheme.

19. The Company agrees, where so directed by SEAI, to assist SEAI and its agents in any inspections concerning De-Registerable Behaviour and to provide such information to SEAI and its agents, as may be requested by SEAI from time to time. The Company shall assist SEAI with any inspections SEAI carry out in respect of the Company and/or Companies that the Installer carries out works for on foot of the Scheme.
20. The Company accepts that failure to
 - (a) Act on a direction from SEAI or its authorised agent(s)
 - (b) Assist the Company with complying with a direction of SEAI or its authorised agent(s)
 - (c) Furnish information sought by SEAI.

may result in the Installer's removal from the Renewable Installers' Register.

21. SEAI's ability to de-register the Company is without prejudice to any other appropriate action that SEAI may take in order to safeguard its interests and the reputation of the Scheme.
22. The Company shall provide SEAI with its tax reference number and tax clearance access number. The numbers shall be used by SEAI solely for any other purpose of determining the tax status of the Company. The Company accepts that failure to have valid tax clearance shall result in the Company's removal from the Company Register.
23. The Company is required to maintain in place valid, up-to-date Public and Products Liability and Employers Liability Insurance each year that the Company is included on the Company Register. The minimum level of insurance the Company is required to maintain is set out in the insurance declaration annexed hereto.
24. The Company warrants, confirms and agrees that the Insurance Declaration has been duly completed and the information contained in the insurance declaration provided to SEAI is true complete and accurate.
25. The Company must furnish SEAI with a Certificate of Insurance from its insurance company, in a form acceptable to SEAI, on an annual basis.
26. The Company is required to ensure that the Installer and any person assisting the Installer in completing any works being carried out on foot of this scheme is validly and fully insured to do so under the Company's insurance policies. Details of the insurance policies retained by the Company, under which such persons are insured, are contained in the Installer Declaration of Insurance, accompanying its application for registration.
27. In the event that Company sub-contracts any works to be carried out on foot of the Scheme, the Company shall procure that (i) an Installer is responsible for carrying out the works; and (ii) the sub- contractor and person carrying out works on foot of the Subcontractor has a policy that provides (a) an indemnity limit of not less than €13,000,000 for any one event (b) an indemnity limit of not less than €6,500,000 for any one event for public liability; and (c) not less than €6,500,000 in aggregate for product liability.
28. Only Installers registered at **all** stages of the installation process may sign off on a Declaration of Works relating to installations funded by the scheme.
29. The Company declares that it will procure that Installers will install, or supervise the installation of, the home energy systems for which the Company apply for registration. The Company will procure that all services will be delivered with be carried out using all due

- skill, care and diligence and using materials which are fit for purpose and of adequate quality in providing the services.
30. The Company accepts that equipment which the Installer installs, or supervises the installation of, may, for verification or quality control purposes, be inspected by SEAI or its authorised agents or installers and the Company will assist, by making him/her/it self-available and/or disclosing any requested information, and co-operate with any such Inspector and SEAI with all aspects of the inspection process within 7 days of the date of a written request for such information and/or cooperation from SEAI.
 31. The Company will comply with all applicable legislation and ensure that the Installer complies with all applicable legislation with regard to their participation in the Scheme, including Data Protection Legislation.
 32. The Company accepts that failure to act on a direction from SEAI or its authorised agent or installer, to remedy a deficit identified as a result of an inspection may result in the Company's removal from the Company Register. The Company accepts that failure of a verification inspection may lead to my automatic de-registration and permanent removal from the Company Register.
 33. The Company consents and will procure that any person who carries out works which are grant funded by the Scheme fully consents to the results of inspections being published by SEAI or its agents and made available to the public in whatever media SEAI may at its discretion choose.
 34. SEAI have put in place a Quality Assurance System, the key elements and processes of which are outlined in the Code of Practice document in respect of this scheme available on www.seai.ie. The Company warrants, confirms and agrees that it has the necessary resources and skills to carry out works SEAI may publish and make public information concerning my and/or my company's de-registration from the Registered Installers List and the reasons for same.
 35. The Company agree that any dispute that they may have with SEAI relating to any matter in connection with the Scheme shall in the first instance be discussed between SEAI and the Company with a view to finding a resolution. If the discussions between the Company and SEAI fail to reach a resolution, the dispute may be referred by either party to an Independent Mediator.
 36. The Company undertakes that the Company shall enter into a written contract with the homeowner prior to commencing work. The Company undertake to use the sample SEAI Contract available at <https://www.seai.ie/publications/Model-Contract.pdf> or that an equivalent on no less favourable terms to the homeowner will be used.
 37. The Company confirms and accepts that, in order to be re-instated to the list after de-registration in accordance with these Terms and Conditions, he/she/it may be required by SEAI to contribute to the costs of any re-inspections arising out of any re-work declarations previously issued by SEAI or any of its agents or contractors. Furthermore, the Company accepts that he/she/it may be required by SEAI to contribute to the cost of a number (at SEAI's discretion) of inspections carried out on the Installer's installations after re-registration.

38. The Company agrees to attend, or have nominated personnel attend, targeted workshops at my expense when directed by SEAI.
39. The Company undertakes that the services provided by him/her/it, or an Installer employed, engaged, or contracted pursuant to the Scheme will be carried out in accordance with recognised and accepted practices, acceptable industry standards, any applicable equipment installation guidelines and any relevant national and European laws and guidelines.
40. The Company undertakes that the services provided by him/her/it pursuant to the Scheme will be carried out in accordance with the scheme's Code of Practice.
41. 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 in respect of which works are undertaken on foot of the Scheme.
42. The Company agrees to indemnify SEAI and keep SEAI indemnified from and against any losses, liabilities, demands, damages, costs, claims and expenses (including, without limitation, legal costs and expenses) awarded against, suffered, incurred by the Company, an Installer, a homeowner and/or any employee, subcontractor, agent, or officer of the Company any or paid by SEAI which arise out of, or are consequential upon or connected with a claim made against SEAI by a homeowner, an Installer, the Company and its employees, officers, agents and sub-contractors relating to the acts or omissions of the Company, an Installer and any employee, subcontractor, agent, or officer of the Company in installing equipment and providing services to that homeowner on foot of the Scheme.
43. The Company waives any claims it may have against SEAI as a result of the Company failing to comply with these terms and conditions. The Company is responsible for determining the suitability of the works and arranging for them to be carried out by suitably qualified personnel.
44. The Company accepts that these Terms and Conditions and the Code of Practice may be updated from time to time on the SEAI website and these updated Terms and Conditions shall apply to the Company with immediate effect.
45. The Company accepts that in the course of the Scheme SEAI may update the technical competency requirements for a given technology. The Company and/or the Installer shall at their own expense to update the Installer's technical competency, as directed by SEAI. This may include a requirement to undertake specified accredited training for which all reasonable notice will be given.
46. The Company agrees not to subcontract or contract the provision of the services provided by the Installer pursuant to the Scheme to any third parties without first obtaining the consent of the applicant (homeowner). In any case the Company will not contract or subcontract provision of such services to any third party who is not a suitably qualified and registered under the Scheme.
47. The Company accepts that in carrying out services pursuant to the Scheme that he/she/it shall not be acting in their capacity as a consumer but that they shall be acting in the course of the business of the Company.
48. The Company understands and accepts that the Company (and the Installer) will be

required to give undertakings and vouch for works undertaken, in circumstances where these declarations will thereafter be used by the homeowner in support of requests to SEAI for cash grant payment.

49. Where a director/partner of a company/installer that has been de-registered on one SEAI grant scheme, SEAI reserves the right to de-register that entity on another SEAI scheme.
50. SEAI reserves the right to refuse registration on an SEAI grant scheme to a director/partner of a company/installer that has been involved with a de-registered or inactive company on another SEAI grant scheme.
51. SEAI reserves the right to refuse company/installer registration on an SEAI grant scheme that are underperforming on quality/volume/complaints/administration compliance on another SEAI grant scheme.
52. SEAI reserves the right to refuse company/installer re-registration on an SEAI grant scheme that have previously underperformed on quality/volume/complaints/administration compliance on that scheme or another SEAI grant scheme.

w: www.seai.ie

e: info@seai.ie

t: 01 8082100



Rialtas na hÉireann
Government of Ireland