



## Better Energy Warmer Homes Scheme

### Scheme and Application Guidelines

Version 1.1

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## IMPORTANT NOTICES

- It is the responsibility of each applicant to ensure that they have read and fully understand the Scheme and Application Guidelines as set out in this document before submitting an application. Failure to fully adhere to the provisions of the Scheme and Application Guidelines may result in SEAI refusing an application; cancelling the Works; and/or seeking re-imburement of the grant funding from the applicant, depending on the particular stage of the Scheme the applicant may be at.
- Applicants may be selected as part of a sample verification and/or technical inspection process to ensure that Works have been carried out and to the required specification. Where selected, applicants are required to grant access to their home for inspection within a specified period.
- SEAI accepts no liability or responsibility, whether for breach of 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 funding was given by SEAI.
- This Scheme and Application Guidelines will be revised periodically. Check the SEAI website or call our contact centre to ensure that you have the latest version.

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### TABLE OF COMMONLY USED TERMS

Term	Meaning
<b>Application Form</b>	means the application form to apply to the Scheme, in the form prescribed by SEAI from time to time
<b>Building Energy Rating [BER]</b>	means an energy asset rating on a home, carried out by a registered assessor on the National BER Register
<b>Contractor</b>	means a contractor on the panel of contractors for the Scheme, appointed by SEAI
<b>Customer Service Team</b>	means the Scheme’s customer service team
<b>Eligible Applicant</b>	means an applicant that has satisfied the criteria set out in these Guidelines and as may be amended by SEAI from time to time
<b>Eligible Home</b>	means a Suitable Home that is owned by an Eligible Applicant
<b>Energy Assessor</b>	means the person appointed by SEAI to assess an Eligible Home’s energy performance prior to and following completion of the Works
<b>Guidelines</b>	means these scheme and application guidelines
<b>Inspector</b>	means an inspector appointed by SEAI, to assess the Works
<b>Terms and Conditions</b>	means the terms and conditions contained at Appendix 2 of these Guidelines
<b>Scheme</b>	means the Warmer Homes Scheme
<b>SEAI</b>	means the Sustainable Energy Authority of Ireland
<b>Suitable Home</b>	means a home that has been classified as a suitable home by meeting the programme ‘Home’ criteria and validated by SEAI’s validation processes
<b>Surveyor</b>	means a surveyor appointed by SEAI, to survey the applicant’s home
<b>Works</b>	means any or more than one of the works listed in Appendix 1 of these Guidelines

## 1. Warmer Homes Scheme

The Scheme provides free energy efficiency upgrades for eligible homes. The aim of the Scheme is to make eligible homes warmer, healthier, and cheaper to run.

If SEAI determine that an applicant's home is eligible to participate in the Scheme, the Works will be carried out at no cost to the applicant.

## 2. SEAI

The Scheme is administered by SEAI. SEAI is Ireland's national energy authority. SEAI's mission is to play a leading role in transforming Ireland into a society based on sustainable energy structures, technologies and practices. SEAI helps thousands of homeowners each year to make their homes more energy efficient and reduce their energy bills.

## 3. Scheme Funding

The Warmer Homes Scheme is partly financed by Ireland's EU Structural Funds Programme co-funded by the Irish Government and the European Union.

## 4. Energy Efficiency Upgrades

A variety of energy efficiency upgrades are available under the Scheme. The type of upgrades that will be recommended for a home will depend on many things, including the age, size, type and condition of the property and the availability of the Works through the Scheme. A Surveyor will determine which upgrades can be installed and funded under the Scheme<sup>1</sup>.

Upgrades available pursuant to the Scheme include:

- Attic insulation;
- Cavity wall insulation;
- External wall insulation;
- Internal wall insulation;
- Other secondary measures such as lagging jackets, draught proofing & energy efficient lighting; and
- In some cases, heating upgrades and/or window replacements may also be recommended.

The full list of energy efficiency upgrades available under the Scheme is included in Appendix 1 to these Guidelines.

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<sup>1</sup> If you have received works previously on the Scheme and your home was surveyed on or after 1 July 2018, you will not be eligible for any further works on the Scheme.

## 5. Eligibility - Who can apply?

In order to qualify for the Scheme, you must be an Eligible Applicant. To be an Eligible Applicant you must be in receipt of one of the following welfare entitlements:

- Fuel Allowance as part of the National Fuel Scheme;
- Job Seekers Allowance for over six months and have a child under seven years of age;
- Working Family Payment;
- One-Parent Family Payment;
- Domiciliary Care Allowance;
- Carers Allowance and live with the person you are caring for; or
- Disability Allowance for over 6months and have a child under seven years of age.

## 6. Eligibility – What homes can be upgraded?

Whether or not an applicant is eligible to participate in the Scheme will be determined at the Application Stage. In addition to having an eligible payment, your home must also be eligible. All the following conditions must apply to your home in order to qualify for works.

- Your home must be located in the Republic of Ireland;
- You must own and live in your own home;
- Your home must be your principle/main residence;
- Your home must have been built and occupied before 1 January 2006;
- Your home must have a published BER.

All applications will be automatically checked for a BER at the start of the application process. If you do not have a BER for your home, SEAI will carry one out at no cost to you. This will take place before your home is surveyed. Once your property has a published BER, the validation process will be completed, and the application will proceed if the eligibility and home criteria are met. Homes which do not meet the home criteria will be cancelled.

### Pre-BER Assessment where applicable

For homes with no published BER, the energy assessment team will contact Eligible Applicants, arrange for a BER assessment to be carried out on the home. An Energy Assessor will visit the Eligible Home to assess the energy performance of your home subsequent to the completion of the Works. A BER Certificate and Advisory Report will be sent in the post to you and will also be published on SEAI's national BER Register.

## Prioritisation

WHS prioritises older and poorer-performing homes for allocation of Survey and Works. These will be determined by the published BER. Homes identified as the following will be categorised as priority homes for the carrying out of surveys and Works.

- Constructed before 1993 **and**
- Have a BER of E,F or G,

## 7. Eligibility – Suitability of the home for Works

Suitability of a home for works will be determined at the Survey Stage of the process. In addition to being an Eligible Applicant your home must be suitable for the Works. The suitability of your home will be determined by our Surveyor at the Survey Stage. The Surveyor will inform you at the completion of their survey assessment, the extent of the works your home will receive.

If you are an Eligible Applicant with an Eligible Home, SEAI will contact you to arrange for a Surveyor to complete a full survey of your home. The survey typically takes between one and two hours. During this time, the Surveyor will:

- walk around all internal and external areas of your home, including the attic;
- assess the overall suitability of your home for energy efficiency upgrades;
- measure, photograph and record information on various aspects of your home; and
- discuss the outcome of this survey with you and answer any questions you have.

If a home is a Suitable Home, the applicant will progress to the Delivery Stage of the Scheme (explained below).

The Surveyor may determine that an applicant's home is not suitable for Works following an assessment of the property, i.e., that an Eligible Applicant does not have a Suitable Home.

## 8. The Scheme – The steps involved

The Scheme can be broken down into four stages:

1. Application Stage
2. Survey Stage
3. Delivery Stage
4. Post-Works Stage

The first two stages determine the eligibility of the applicant and the home to participate in the scheme.

The third stage, Delivery, is the stage at which the works are carried out. In order to qualify to participate in the Delivery Stage of the Scheme, you must be an Eligible Applicant and your home must be a Suitable Home.

The fourth stage, Post-Works, is a verification stage at which the Works may be evaluated by SEAI.

On average, timelines for the Works to be completed along the applicant journey can vary. Works from project to project. SEAI regularly review average wait times and provides updates on the Warmer Homes website. The Warmer Homes Page is located here:

<https://www.seai.ie/grants/home-energy-grants/free-upgrades-for-eligible-homes/>

## 8.4 Application stage

The first step is to apply to participate in the Scheme.

To commence the application process, an applicant submits a duly completed Application Form together with the necessary supporting documentation to SEAI.

In advance of applying to SEAI, applicants should ensure that they have read and understand these Guidelines and the Terms and Conditions.

### How to apply

In order to apply to participate in the Scheme, you need to:

- Complete, sign and date the Application Form;
- Arrange for the Department of Employment Affairs and Social Protection to complete, sign, date and stamp the relevant section of the application form;
- Include a photocopy of one of the following documents with the application form as proof of home ownership:
  - Your home insurance policy (not a quote) **or**
  - Your mortgage statement **or**
  - The title deeds to your property; **or**
  - Your Local Property Tax notification letter, along with a utility bill.
- If relevant, include the following with the application form:
  - Where you are on Job Seekers Allowance or Disability Allowance for over six months and have a child under seven years of age, a photocopy of your child's birth certificate;
  - Where you are on Carers Allowance and live with the person you are caring for, a carers allowance confirmation form completed and stamped by the Department of Employment Affairs and Social Protection;
- Submit your completed application to SEAI by e-mail or post.

As part of the application process, each applicant will be required to provide information and give certain confirmations in relation to their eligibility for the Scheme.

Please submit your application form and supporting details by post or email to:

- By **email** to: [warmerhomes@seai.ie](mailto:warmehomes@seai.ie)
- By **post** to:  
Better Energy Warmer Homes Scheme  
Sustainable Energy Authority of Ireland  
PO BOX 119  
Cahirciveen  
Co. Kerry

### **Application Review**

The Customer Service Team reviews the information contained in the Application Form and the documentation provided with it, to determine if the applicant is an Eligible Applicant.

SEAI may contact applicants at this stage to get further information or to confirm details over the phone.

### **Notification of Eligibility**

Following a review of the Application Form, the accompanying documentation submitted to SEAI, the Customer Service Team will notify applicants by letter if they are:

- (1) an Eligible Applicant; or
- (2) not eligible to participate in the Scheme.

Further information may be sought from ineligible applicants if an application form submitted to SEAI is incomplete.

Eligible Applicants will also receive a telephone call from the Customer Service Team ahead of their Surveyor visit. The purpose of this call is to confirm the details on the form, get further information in respect of the Eligible Applicant's home (where necessary) and explain the Surveyor visit.

## **8.2 Survey**

The second stage in the process is to evaluate whether an Eligible Applicant's home is suitable for Works.

### **Arranging the Surveyor Assessment**

Eligible Applicants will be contacted to arrange for a Surveyor to gain access to their home.

If the Surveyor/SEAI has difficulty contacting an applicant via telephone, SEAI will send a letter to that Eligible Applicant. If SEAI do not successfully contact the Eligible within the prescribed time, SEAI will proceed to cancel the application<sup>2</sup>.

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<sup>2</sup> Reactivating a cancelled home does not guarantee a retained position on the waiting list.



### **Surveyor Assessment**

Once an appointment has been arranged, a Surveyor will attend at the Eligible Applicant's home to carry out an assessment of the property in order to determine if the Eligible Applicant's home is suitable to receive the Works.

In order to be eligible to receive funding under the Scheme, not only must an applicant be an Eligible Applicant, the home in question must also be suitable to receive the Works. The suitability of the property will be determined initially by the Surveyor.

If an Eligible Applicant's home is not suitable, the Surveyor will explain the reasons why the home is not suitable for the purposes of the Scheme.

If the property is suitable, the Surveyor will recommend and explain any suitable Works to the applicant and a Contractor will be assigned by SEAI to carry out the Works.

The Surveyor may determine that some or all of the proposed Work cannot be carried out at this stage. If they do, the Eligible Home may cease to be eligible for the purposes of the Scheme.

## **8.4 Delivery**

At the third stage of the process, if an Eligible Applicant's home is a Suitable Home, the applicant's home will be deemed an Eligible Home by SEAI. Eligible Homes will be eligible to receive Works funded under the Scheme and they will progress to the Delivery Stage of the Scheme.

A Contractor will be appointed following the Survey Stage if the home is an Eligible Home.

### **Appointment of Contractor**

SEAI will assign a Contractor to carry out the relevant Works. The Contractor will ultimately determine the suitability of the Works it will carry out on the home and therefore will carry out their own assessment before proceeding.

Only Contractors on the panel for the Scheme that have been appointed by SEAI, can provide the Works. In the event that someone who is not a Contractor carries out any works, those Works will not be funded by the Scheme.

### **Contractor/homeowner relationship**

While SEAI maintains a panel of registered contractors and appoints a Contractor to carry out the Works under the Scheme, it is the Contractor that ultimately makes the final decision in relation to the suitability of the Works recommended by the Surveyor and carries out the Works on a Suitable Home.

The Contractor is responsible for carrying out the Works.

The Eligible Applicant and the Contractor should enter into a written contract clearly identifying what Works have been agreed between the Contractor and the Eligible Applicant.

Only Works recommended by the Surveyor will be funded by SEAI.

### **Contractor's Assessment and Works**

The Contractor appointed to carry out the Works by SEAI will contact the applicant with a view to arranging an appointment to carry out their own initial assessment of the Eligible Home, gather details and plan the Works.

After assessing a Suitable Home, the Contractor will fully explain their proposed plan of works to the applicant and the proposed timeline for carrying out and completing those Works. Timelines will vary depending on the

extent of Works recommended for your home.

The Contractor may determine that some or all of the proposed Works cannot be carried out at this stage. If they do, the Eligible Home may cease to be eligible for the purposes of the Scheme.

### **Delivery of the Works**

As outlined at Section [4] (Energy Efficiency Upgrades), only Works listed in Appendix 1 to these Guidelines, carried out on Eligible Homes in accordance with the Surveyor and the Contractor's recommendations are eligible to receive funding under the Scheme.

The Contractor is responsible for the design and installation of the Works carried out in an Eligible Home. Before starting any Works on an Eligible Home, the Contractor will agree a programme of works with the Eligible Applicant. Once the programme of works has been finalised and the Eligible Applicant is clear on what is planned for their home, the Works can start.

The Contractor should:

- fully explain all aspects of the project to you: what work they will be carrying out, how long they expect the work to take and when they intend to start;
- provide you with a programme of works so you can see how works are expected to progress;
- keep you informed of progress throughout the project; and
- update you on any proposed changes to the agreed Works.

The contract for carrying out the Works will be between the Contractor and the Eligible Applicant. If at any stage the Eligible Applicant has concerns about any aspect of the Works, SEAI recommend that the Eligible Applicant discuss these concerns with the Contractor in the first instance, to attempt to resolve these concerns. The Customer Service Team is also available to discuss Eligible Applicants' concerns.

When the works have been completed, the Contractor who has carried out the Works will provide you with documentation in relation to the Works carried out. It is important to keep this documentation safe, as it will contain warranties and other user information in relation to the Works.

## **8.4 Post Works**

The Post Works stage is the stage at which SEAI checks the improved energy performance of the newly upgraded home and carries out quality checks on randomly selected homes.

There are two steps involved in the Post Works Stage of the Scheme:

### **BER Assessment**

The energy assessment team will contact Eligible Applicants, shortly after the Works have been completed, to arrange for a Building Energy Rating (BER) assessment to be carried out on the Eligible Home.

An Energy Assessor will attend at the Eligible Home to assess the energy performance of your home.

A BER Certificate and Advisory Report will be sent in the post to the homeowner and will also be published on SEAI's national BER Register. The BER Certificate and Advisory Report will indicate how efficient each newly upgraded home is.

### **Inspection**

A number of homes that have received Works funded by the Scheme are inspected by a member of the inspections team.

The inspections are carried out for verification and evaluation purposes. If any snags are identified during an inspection, the Contractor will return to your home to address the snags identified.

## **9. Customer Feedback**

Applicants may be asked to respond to questionnaires seeking feedback on the Scheme and the process if they opt-in to receiving further communications from SEAI on the Application Form.

## **10. Loss of Entitlement**

SEAI may determine that applicants cease to be entitled to participate any further at any stage of the Scheme for a prescribed period of time or indefinitely if they do not adhere to the Terms and Conditions.

Eligible Applicants, their dependents and related parties are expected to behave calmly, reasonably and respectfully in their dealings with SEAI, the Customer Service Team, Surveyors, Contractors and Inspectors.

Notwithstanding that a home is an Eligible Home, SEAI reserves the right to refuse to fund Works.

## **11. Nominated Contact**

An applicant may elect to appoint a nominated contact to deal with SEAI and the various parties involved in the Scheme on his/her behalf.

## **12. Terms and Conditions**

All applicants must adhere to the Terms and Conditions.

If you are considering applying to participate in the Scheme, we strongly recommend that you read and understand the content of the Terms and Conditions, in advance of submitting your application form.

## **13. Complaints and Appeals**

Complaints to SEAI should be directed to the Customer Service Team.

Each applicant applying to participate in the Scheme agrees to adhere to the SEAI complaint and appeals procedure as set out in the customer charter section of the SEAI website (<https://www.seai.ie/customer-charter/>) and as may be updated by SEAI from time to time.

## 14. Scheme Personnel

### **Customer Service Team**

The Scheme has a dedicated team of customer services personnel available to assist with any questions that you may have in respect of the Scheme, over the phone or by e-mail. Please do not hesitate to contact the Customer Service Team with any questions you may have on **8082005** or **warmerhomes@seai.ie**

### **Surveyors**

Our Surveyors are responsible for carrying out an assessment of your home for the purposes of establishing if it is suitable for the works available under the Scheme.

### **Contractors**

SEAI has selected a small panel of contractors to work on the Scheme. These contractors have been selected by SEAI based on their experience in delivering energy efficiency upgrades in occupied, residential properties. As mentioned above, the Contractor shall be responsible for the Works.

A Contractor that has been assigned to an Eligible Home is not permitted to carry out energy efficiency upgrades other than those available through the Scheme for funding. Contractors are not permitted to carry out other works on an Eligible Applicant's home.

Only the Contractor that has been assigned by SEAI will be funded to carry out Works on an Eligible Home.

### **Energy Assessors**

Our Energy Assessors will attend an Eligible Home before any Works proceed, if no BER is published for the home, and after the Works have been completed to evaluate the energy performance of the home, following the Works.

### **Inspectors**

Our inspectors are engaged in verification and evaluation of Works carried out pursuant to the Scheme.

## 15. Verification of Identity

All personnel attending at an Eligible Home in connection with the Scheme will carry an identification badge. Applicants are invited to verify the identity of any person identifying themselves as a Scheme surveyor/ contractor/ assessor/ inspector, in advance of giving them access to their home.

## 16. Enquiries

For any additional queries, please contact the Customer Service Team at **01- 8082005** or **warmerhomes@seai.ie**.

## Appendix 1: List of energy efficiency upgrades

The table below shows the energy efficiency upgrades available under the Scheme and our general conditions for recommendation. Please note these are a general guide as each home is assessed on a case by case basis. Any upgrades that are recommended are at the discretion of SEAI.

	Energy efficiency upgrade	Conditions for recommendation
1.	Attic insulation	<ul style="list-style-type: none"> <li>• Pitched roofs</li> <li>• Where appropriate ventilation is possible</li> </ul>
2.	Cavity wall insulation	<ul style="list-style-type: none"> <li>• Walls consisting of an inner and an outer leaf separated by a cavity</li> <li>• Wall by wall basis</li> <li>• Where appropriate ventilation is possible</li> </ul>
3.	External wall insulation	<ul style="list-style-type: none"> <li>• Solid or hollow block walls</li> <li>• Properties built after 1940</li> <li>• Wall by wall basis</li> <li>• Where appropriate ventilation is possible</li> </ul>
4.	Internal wall insulation	<ul style="list-style-type: none"> <li>• Solid or hollow block walls where external wall insulation not suitable</li> <li>• Properties built after 1940</li> <li>• Wall by wall basis</li> <li>• Where appropriate ventilation is possible</li> </ul>
5.	Replacement windows	<ul style="list-style-type: none"> <li>• Single glazed windows</li> <li>• Window by window basis</li> <li>• Where walls are also being insulated</li> </ul>
6.	Heating upgrade	<ul style="list-style-type: none"> <li>• Where walls and/or attic are insulated or can be insulated</li> <li>• Where statutory 'Major Renovations' are triggered by the upgrade</li> </ul>
7.	Heating controls	<ul style="list-style-type: none"> <li>• As part of a heating upgrade</li> </ul>
8.	Ventilation	<ul style="list-style-type: none"> <li>• Where walls or attic are being insulated</li> <li>• In adherence with current building regulations</li> </ul>
9.	Draught proofing	<ul style="list-style-type: none"> <li>• Secondary measure, e.g., where wall and/or attic also being insulated</li> <li>• As required</li> </ul>
10.	Lagging jacket	<ul style="list-style-type: none"> <li>• Secondary measure, e.g., where wall and/or attic also being insulated</li> <li>• As required</li> </ul>
11.	LEDs	<ul style="list-style-type: none"> <li>• Secondary measure, e.g., where wall and/or attic also being insulated</li> <li>• As required</li> </ul>
**	Remedial work	<ul style="list-style-type: none"> <li>• Not included under Warmer Homes</li> <li>• Responsibility of homeowner</li> </ul>

## Appendix 2: Terms and conditions

### Interpretation

1. For the purpose of these Terms and Conditions, capitalised terms shall have the meaning attributable to them in the Scheme Guidelines unless the context otherwise admits.
2. “**SEAI**” shall mean the Sustainable Energy Authority of Ireland and its Surveyors, Customer Service Providers and Inspections Team but shall not, for the avoidance of doubt, include a reference to a Contractor.

### Scheme Guidelines

3. The Scheme Guidelines provide an overview of how the Scheme currently operates.
4. SEAI reserves the right to and may amend the Scheme Guidelines and these Terms and Conditions from time to time, if required by law or otherwise, and without incurring any liability, vary, revise or supplement these Terms and Conditions and the Scheme Guidelines after the applicant’s submission of an application and, in that case, the revised or supplemented Terms and Conditions and Scheme Guidelines (as published on the SEAI website) will apply to the application unless the applicant chooses to withdraw its application or withdraw from the Scheme. The applicant should monitor SEAI’s website in order to learn of any such changes to these Terms and Conditions and the Scheme Guidelines.

### Scheme Documents

5. The applicant's agreement with SEAI will comprise the Terms and Conditions, the Scheme Guidelines (including any appendices), and the Application Form. 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 Scheme Guidelines; and
  - c. the Application Form.

### Eligibility

6. The eligibility requirements for participation in the Scheme are as set out in the Scheme Guidelines.
7. SEAI reserves the right to request such further information and vouching documents as it may, at its discretion, require, in addition to the information contained in the Application Form or the documentation submitted with the Application Form, to verify eligibility.
8. The applicant must secure approval from SEAI before assuming he/she will receive the Works. SEAI reserves the right to reject/approve applications under the Scheme.

9. An applicant may appeal a decision made by SEAI that an applicant is not an Eligible Applicant or that a home is not a Suitable Home. The appeals procedure is set out at paragraph [47] of these Terms and Conditions.
10. Certain homes may not be suitable to receive Works under the Scheme and SEAI reserves the right to refuse Works to an Eligible Home by virtue of the measure:
  - a. Not being available under the Scheme;
  - b. Requiring prior remediation/renovation works to the home;
  - c. Being too difficult/complex to install or implement;
  - d. Being too costly to fund;
  - e. Causing undue disruption to others; and/or
  - f. Creating or resulting in a health & safety risk.
11. The Scheme is available in respect of Irish, domestic dwellings only.

#### **Contractor/ Applicant Relationship**

12. While SEAI pays for the works, the contract for the provision of the Works is between the Contractor and the applicant. It is a matter for the applicant and Contractor to agree for the Works to be carried out on the home pursuant to the Scheme.
13. The applicant should have a formal contract in place with the Contractor before works commence.
14. SEAI recommends that all Works are agreed in writing between the Contractor and the applicant before any works are undertaken in an attempt to avoid any misunderstanding and/or dispute between the Contractor and the applicant in relation to the Works.
15. The Contractors are not agents of or partners of SEAI. Contractors assigned by SEAI are entities or persons who have satisfied SEAI that they have the necessary skills to provide the Works.

#### **Surveyor**

16. Any recommendations in relation to available Works by the Surveyor at the Survey Stage are made on the basis of a visual, high-level assessment only. While the Surveyor may determine that Works are suitable for a home and eligible for funding by SEAI based on that assessment, the Contractor shall ultimately determine what Works will be carried out on the home and their suitability.

#### **No warranty or representation given by SEAI**

17. SEAI gives no warranty, affirmation or confirmation and makes no representation of any kind in relation to:
  - a. the suitability of the Works recommended by the Surveyor and/or the Contractor; and/or
  - b. the Works carried out by the Contractor; and/or
  - c. the quality of the materials, product and/or the installation.

### **Limitation of Liability**

18. 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, alteration (including unclipping, replacement or reinstatement) of service cables/aerial wires to a domestic house, system, service, specification, standard, installation under or in relation to the Scheme. 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.

### **Compliance with Law, Consent and Licences**

19. The applicant must comply with all applicable legislation and obtain all necessary consents, planning permissions and statutory approvals required by law in order to facilitate the Works and participate in the Scheme.

### **Access**

20. The applicant shall give SEAI and the Contractor access to their home for the purpose of surveying the home, carrying out the relevant Works available under the Scheme and/or, carrying out inspections and any necessary reworks, at a time to be arranged between the applicant and the Contractor and/or SEAI.
21. If access is requested by SEAI at the Post Works phase of the Scheme subsequent to an inspection, the applicant shall provide SEAI access to their home.
22. SEAI reserves the right to cancel the Works and/or seek re-imburement of the grant funding in circumstances where the applicant:
- does not engage or fails to engage meaningfully, in SEAI's view, with SEAI and/or the Contractor to arrange for the home to be surveyed and, for works to be carried out and/or for any inspection to take place;
  - is not available to grant SEAI and/or the Contractor access to the premises at the appointment agreed between the SEAI and/or the Contractor and the applicant.

### **Inspections and Provision of Information**

23. The Scheme is administered by SEAI. The aim of the Scheme is to make eligible homes warmer, healthier, and cheaper to run. Inspections are carried out by SEAI, its agents and nominated representatives to monitor the performance of the Scheme.
24. An applicant may be asked to:
- participate in follow-up site visit(s) to verify that the works have been carried out;



- b. participate in follow-up site visit(s) on foot of a complaint;
  - c. participate in follow-up research (telephone or questionnaire) as may be commissioned by SEAI to establish the Scheme's impacts, achievements and development of anonymised case studies for wider dissemination; and
  - d. provide information and such verifying documentation as may reasonably be required by SEAI in connection with the Scheme and/or the works carried out on foot of the Scheme.
25. Within 7 days of SEAI sending a request in writing to the applicant, the applicant shall:
- a. provide all such information as may be reasonably requested by SEAI in connection with the applicant's participation in the Scheme and the Works; and
  - b. arrange for full access to be granted to SEAI, its agents and nominated representatives to the home that has received or was due to receive Works on foot of the Scheme.
26. Failure to satisfy the requirements in clause [25] will be considered a breach of these Terms and Conditions, save for in exceptional circumstances. SEAI will determine what qualifies as exceptional circumstances for the purposes of this clause on a case by case basis.

### **Works**

27. An applicant is under no obligation to proceed with the Project until such time as the applicant instructs the Contractor to proceed with the Works. However, once the Contractor has been instructed to proceed with the Works available to the applicant, the applicant shall ensure that access is granted to the Contractor to procure that the Works are completed.
28. An applicant must notify SEAI and/or the Contractor immediately if they decide not to proceed with the Works.
29. In order for a Contractor to undertake some of the Works, it will be necessary for the Contractor to supplement those works with other Works available under the Scheme. SEAI will only fund Works that have been properly completed by the Contractor and have been deemed by SEAI to be eligible to be funded pursuant to the Scheme.

### **Timing and Delivery**

30. Timelines for the Application and Survey Stage of the application may vary from time to time.
31. Timing for the delivery of the Works is a matter between the Contractor and the applicant.

## Health & Safety

32. It is the duty of the applicant to procure that their home provides a safe working environment for the Surveyor, Assessor, Contractor and any Inspector that visits any part of their property.
33. The applicant shall procure that any Surveyor, Assessor, Contractor, Inspector and/or Customer Service Provider is treated with respect and not subjected to lewd, threatening or inappropriate behaviour of any nature whatsoever.
34. The following behaviours/activities shall entitle SEAI to cancel the Works and/or seek reimbursement of the grant funding from the applicant, irrespective of what stage of the Scheme the applicant may be at:
  - a. shouting, the use of foul and/or offensive language;
  - b. intimidating, aggressive and/or threatening behaviour (or behaviour that is perceived as such);
  - c. failing to treat each member of the Contractor's team with dignity and respect at all times;
  - d. failing to facilitate SEAI gaining access to your home, in a timely manner;
  - e. failing to engage meaningfully with SEAI;
  - f. failing to allow the Contractor to complete the Works on your home in line with SEAI's recommendations and in accordance with applicable health & safety legislation;
  - g. repeatedly requesting additional works that are not available to you through the Scheme from a Contractor or their employees; and
  - h. such other circumstances as SEAI may deem from time to time as obstructing or being contrary to the spirit of the Scheme.
35. SEAI may, at its discretion, based on the information provided to it by a Surveyor, Assessor, Contractor, Inspector and/or Customer Service Provider suspend/cancel Works to be carried out on a Suitable Home.
36. Notwithstanding that SEAI may have suspended or cancelled Works, the applicant shall grant SEAI, the Contractors and such persons as SEAI deems appropriate access to their home for the purpose of (a) completing any incomplete Works; and/or (b) procuring that any incomplete Works do not pose a health & safety risk.

## Nominated Contact

37. The applicant may appoint a nominated contact, to deal with SEAI on their behalf, by inserting the details of the nominated contact on the Application Form. By completing the nominated contact section of the Application Form and submitting the signed Application Form to SEAI, the applicant irrevocably authorises (i) SEAI and/or the Contractor to deal directly with the nominated contact in relation to the applicant's participation in the Scheme; (ii) to act in accordance with the

directions of the nominated contact; and (iii) to rely on and retain any information or documentation provided by the nominated contact to SEAI in respect of the applicant, without consulting or seeking instructions from the applicant. An applicant may also appoint a nominated contact by providing details to SEAI in writing, signed by the applicant.

38. The applicant may withdraw the authority of a nominated contact appointed by the applicant to act on its behalf by sending SEAI written notice stating that the nominated contact shall cease to be authorised as nominated person for the purposes of the Scheme to SEAI and the Contractor. SEAI shall be entitled to rely on the authority in clause [37] until such time as written notice is received from the applicant notifying SEAI that the authority of the nominated contact to act
39. In circumstances where Works are suspended at the direction of SEAI, SEAI may require that an applicant appoint a nominated contact to liaise with SEAI and/or the Contractor to facilitate the completion of the Works.

### **Additional Conditions**

40. In circumstances where Works are suspended, SEAI may require that the applicant agree to certain further terms and conditions with SEAI in relation to the completion of the Works. This clause is without prejudice to SEAI's right to cancel the Works in line with these Terms and Conditions.

### **Sale of a Property**

41. If the applicant sells their home within 5 years of the date of the completion of the Work(s), the applicant shall give SEAI 30 days' prior written notice of the sale of their home.
42. If the applicant sells their home within 5 years of the date of the completion of the Works, SEAI shall be entitled to and may, at its discretion, demand that the applicant pay a sum equal to the total monetary value of the Works, or a percentage thereof, carried out for the benefit of the applicant on foot of the Scheme to SEAI within 1 calendar month of the date of the demand.

### **Warranties and Representations**

43. By applying to participate in the Scheme, each applicant agrees, warrants and represents that:
- a. they have read and understood the Scheme Guidelines;
  - b. they have read and understood these Terms and Conditions;
  - c. the information provided in the Application Form and any documentation submitted by the applicant or on the applicant's behalf is true, accurate, complete and not misleading in any respect; and
  - d. each document provided to SEAI is true, accurate and complete in all respects and is not misleading.

### **Repayment on Demand**

44. In the event of any breach of these Terms and Conditions by the applicant and where the applicant has received the Works pursuant to the Scheme, SEAI shall, amongst its remedies against the applicant, be entitled to demand the complete repayment of and fully claw back the monetary value of the Works and the applicant agrees to comply with any such demand within one calendar month of the date of the letter from SEAI containing such demand.

### **Ineligibility**

45. Any false, misleading or inaccurate statements made in the course of the applicant's participation in the Scheme (by the applicant or by their nominated contact), including but not limited to statements made in the Application Form or supporting documentation, submitted in respect of the Scheme or previous grant applications/claims or otherwise made to SEAI or its authorised officers, or any breach of these Terms and Conditions may result in current and future applications being deemed ineligible by SEAI. This clause is without prejudice to SEAI's rights in clause.

### **Complaints and Appeals**

46. The applicant is entitled to appeal SEAI's decisions with regard to their eligibility to participate in the Scheme.

47. Each applicant applying to participate in the Scheme agrees to adhere to the SEAI complaint and appeals procedure as set out in the customer charter section of the SEAI website (<https://www.seai.ie/customer-charter/>) and as may be updated by SEAI from time to time. The applicant shall follow the SEAI complaints procedure in relation to any disputes between the applicant and SEAI concerning any matter in connection with the Scheme.

48. SEAI cannot accept anonymous complaints as SEAI generally need to follow up with the complainant to seek additional details.

### **Freedom of Information**

49. 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.

### **Data Protection**

50. Data Protection Statement:

- a. SEAI complies with its obligations as a Data Controller and Data Processor under all applicable data protection law, meaning the Data Protection Acts 1988 and 2003, the European Communities (Electronic Communications Network Services) (Privacy & Electronic Communications) Regulation 2011, and any successor or replacement to these laws, including the General Data Protection Regulation (Regulation (EU) 2016/679);

- b. 'Personal Data' means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- c. SEAI will process the Personal Data that you provide to us for the purpose of the administration of your application and any grant funding that may be awarded or applied for your benefit. It may be necessary for SEAI to disclose your Personal Data to third party service providers who perform services directly related to the administration of the Scheme and grant-making functions. In every case, SEAI has contracts in place with these third party service providers to ensure that your Personal Data is kept safe and secure and is only used for the purpose for which you provided it to us.

d. In order to evaluate the impact of the Scheme, SEAI may access energy use data for homes supported by a grant. SEAI may access metered electricity and gas usage for periods prior to and after the Works are undertaken for the purpose of evaluating energy use savings achieved by this Scheme for each type of measure installed. Any data collected for this purpose will only be reported in an aggregated manner. This means that no individual applicant's data will ever be published in order to respect their privacy and the confidentiality of their energy use.
- e. SEAI may also process your Personal Data to evaluate the performance of its grant programmes.
- f. SEAI maintains appropriate security measures in dealing with your Personal Data in order to protect it against unauthorised or accidental access, loss, alteration, disclosure or destruction of such data, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.
- g. SEAI takes all reasonable steps to ensure that (i) persons employed by it, and (ii) other persons contracted to provide services related to our Scheme and grant-making functions, are aware of and comply with this clause [50].
- h. SEAI will only keep your Personal Data for as long as is necessary for the processing of your Application and the administration of any grant that may be awarded, including any obligations under law or contract.
- i. For more information on your data protection rights, please refer to the SEAI website. The Legal & Privacy webpages provide information on how to exercise your privacy rights. For more information, please see: [www.seai.ie/legal-and-privacy/](http://www.seai.ie/legal-and-privacy/)