

DEAP Terms of Use

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TERMS OF USE

1. These Terms of Use govern the terms on which a DEAP User may access and make use of the Dwelling Energy Assessment Procedure (DEAP). Use of DEAP includes accessing, browsing, inputting data and/or registering to use DEAP. Other terms may apply to the use of DEAP, in addition to these Terms of Use.
2. Please read these Terms of Use carefully before you start to use DEAP as these will apply to your use of DEAP.

PURPOSE OF DEAP

3. DEAP is the Irish official procedure for calculating and assessing the energy required for space heating, space cooling, ventilation, water heating and lighting, less savings from energy generation technologies for residential property. DEAP calculates the annual delivered energy consumption, primary energy consumption and carbon dioxide emission for standardised occupancy.
4. The DEAP methodology and software are used to generate Building Energy Rating Certificates (BER) and Advisory Reports, which became compulsory for all dwellings being offered for sale or rent from 1st January 2009, and for new dwellings (construction of which commenced on or after 9th January 2013) being occupied for the first time. The advisory report contains recommendations for the cost-effective improvement of the energy performance of the building.
5. DEAP is also used to demonstrate compliance with elements of the Part L of the Building Regulations for new dwellings.
6. A BER is based on the characteristics of major components of the dwelling (wall, roof and floor dimensions, window and door sizes and orientations) as well as the construction types and insulation, ventilation and air tightness features, the system for heat supply (including renewable energy), distribution and control, and the type of lighting. It covers annual energy use for space heating, water heating, ventilation, lighting, cooling (if present) and associated pumps and fans, calculated on the basis of a notional family with a standard pattern of occupancy.
7. A BER is only an indication of the energy performance of a house (represented as kWh/m²/annum). Actual energy performance will depend on how the occupants operate the house. A BER does not cover electricity used for purposes other than heating, lighting, cooling, pumps and fans. Cooking, refrigeration, laundry and other appliance use is not included.
8. BER assessments are published by BER Assessors who have successfully completed training under the National Framework of Qualifications and registered with Sustainable Energy Authority Ireland (SEAI). BER Assessors are responsible for ensuring that, within reason, the data compiled and inputted to SEAI approved calculation software, and all other related and recorded calculations are an accurate representation of all characteristics relevant to the energy performance of the building. SEAI has established and manages a quality assurance system to monitor the performance of BER Assessors.
9. BER records are published on the BER Register, which is defined in S.I. 243 of 2012 as the database of BER records and related data or documents established, operated, maintained and owned by the Issuing Authority (SEAI).
10. Anonymised BER records are made available through the BER Research Tool. These have been modified to comply with data protection and other applicable legislation. It is hoped that by making this database available to researchers and the general public, more in-depth analysis will be facilitated to enhance our understanding of the current state of Ireland's building stock and the potential for its improvement to reduce energy and CO₂ emissions from within the sector.
11. DEAP is not the appropriate platform or measurement tool for assessing the energy efficiency of commercial property.

Definitions:

BER Assessor

Building Energy Rating (BER) assessors ("BER assessors") are persons who have completed training under the National Framework of Qualifications and are registered with the Sustainable Energy Authority of Ireland ("SEAI") to carry out BER assessments in line with the requirements of the European Union (Energy Performance of Buildings) Regulations 2012 as amended ("the Regulations"). Domestic BER assessors publish BER assessments and advisory reports using DEAP software.

Principal

In these Terms of Use, save where the contrary is explicitly stated, the term "**Principal**" includes an employer, partnership, company or public body named as part of a BER/DEC assessor's registration application under which a BER/DEC assessor's registration is listed on the public register of BER/DEC assessors. However, the term "**Principal**" shall not include a franchisee's franchisor (as BER assessors or DEC assessors who are franchisees are regarded as being independent Principals in their own right).

Self-Assessors

Individuals with a legitimate interest in particular BER data who wish to create a limited-access DEAP account. These individuals can use the functionalities of DEAP but cannot publish an assessment.

Reviewer

A Reviewer is a party with a legitimate interest in particular BER data who can create an account on DEAP for the purpose of viewing an assessment specific to the Reviewer where that assessment has not yet been published. The Reviewers will have a view-only option, and they cannot publish assessments. Reviewers include homeowners who wish to view their BER data prior to its publication or other legitimately connected third parties such as One Stop Shops and architects.

Code:

This refers to Building Energy Rating (BER) Assessors and Display Energy Certificates (DEC) Assessors Code of Practice (the "Code").

ACCESS AND USE

12. Access to DEAP is provided to 4 categories of person (DEAP Users):

a) BER Assessors

Each BER Assessor is provided with a DEAP account upon registration as a BER Assessor.

b) Principal

Each Principal is provided with a DEAP Principal account. This provides BER Assessor Principals with the capacity to review the surveys being worked on by their company's BER Assessors in order to facilitate ease of assigning, copying and sharing of surveys.

c) BER Reviewer

The BER Assessor can share 'view-only' copies of surveys - the status of which are in 'In Progress' or 'Not Yet Published (NYP)' - with a Reviewer where consent has been provided by the homeowner). A survey will no longer be visible to the Reviewer when the BER is published. When shared by the BER assessor for review, the BER Reviewer will receive an email to create a Reviewer account in DEAP.

c) Self-Assessors

BER Self-Assessors can register for limited access to DEAP. Access is granted to Self-Assessors to allow them access to limited information in order to facilitate demonstration of compliance with building regulations, studying to become a BER Assessor and the conducting of research. Self-Assessors are not granted access to the facility that generates BER Certificates. Subject to the Self-Assessor accepting these Terms of Use of DEAP and providing the required information, the Self-Assessor will be granted access to DEAP.

13. All DEAP Users, other than BER Assessors and their Principals, who wish to receive access to DEAP, will be required to provide SEAI with details as outlined on the DEAP 4 registration page in order to obtain access to DEAP and its content.
14. Each DEAP User hereby acknowledges, agrees and confirms that:
 - a) he/she/it will adhere to these Terms of Use at all times.
 - b) all information provided by the DEAP User to SEAI through DEAP, and the Website and Platform is true, accurate, complete, and not misleading in any way.
 - c) SEAI makes no representations and/or warranties whatsoever, express, or implied, with respect to DEAP.
 - d) DEAP may be used for personal, research or education purposes and for commercial purposes by the BER Assessors and those demonstrating compliance with the building regulations and legislation.
 - e) the equipment and devices necessary to access DEAP shall be provided and maintained by the DEAP User solely at the User's expense. If a DEAP User accesses DEAP through a mobile device, it may be charged by its mobile service provider for data consumption on the User's device.
 - f) compliance with these Terms of Use (as may be amended and supplemented from time to time at the sole discretion of SEAI) is designed to minimize the risk of unauthorised use of DEAP.
 - g) Where the DEAP User is provided with a user identification code, password, or any other piece of information as part of our security procedures, it must treat such information as confidential. The DEAP User must not disclose it to any third party.
 - h) SEAI will not be liable to any DEAP User if for any reason DEAP is unavailable at any time or for any period.
 - i) to the fullest extent permitted by law, you will be liable for any liability, loss, costs and/or damages to SEAI or any third party as a result of your failure to adhere to these Terms of Use.
 - j) Any data shared via DEAP must be shared in accordance with the Data Protection Acts 1988 – 2018, GDPR and BER Regulations.
15. BER assessors and Principals using the functionality within the DEAP 4 system to share BER information will become the data controllers responsible for this processing and must be satisfied that they have documented the agreement of their client to share the BER information. Accessing and sharing of BER information within DEAP 4 is only permitted when such processing is for the purpose of carrying out their responsibilities as described in SI 243 of 2012.
16. A BER Assessor will no longer have access to view BER information created by them with a former Principal once they leave their former Principal's organisation. This information will remain visible to the former Principal only. Equally, a former Principal of a BER assessor will not be able to access any new BER information created on DEAP by a former employee BER Assessor who has left the employment of a former Principal, or who has severed its engagement with a former Principal.
17. Each BER Assessor and Principal acknowledges and agrees that these Terms of Use are in addition to Building Energy Rating (BER) Assessors and Display Energy Certificates (DEC) Assessors Code of Practice (Code). In the event of a conflict between these Terms of Use and the Code, the Code shall prevail.
18. You must not use DEAP in any way that causes, or may cause, damage to DEAP or impairment of the availability or accessibility of DEAP or in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
19. You must not use DEAP to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

INTELLECTUAL PROPERTY RIGHTS

20. A DEAP User may only use DEAP in accordance with clauses 12 - 18 of these Terms of Use (Access and Use).
21. Reproduction, copying, modification, alteration, or adaptation of part or all of the contents of DEAP (including any graphics or trademarks) in any form is prohibited without SEAI's prior written consent, other than such documentation that you are authorised by SEAI to print or download.
22. Save for where otherwise specified, all intellectual property rights in, and contents of, DEAP, the DEAP website (<https://deap.seai.ie>), the DEAP platform and the SEAI website (www.seai.ie) (Websites and Platform) are owned by SEAI. SEAI or its suppliers retain all right, title, and interest in and to DEAP and the Websites and Platform, including all copyrights, patents, trade secrets, trademarks, and other intellectual property rights. SEAI reserves all rights not expressly granted. These Terms of Use do not grant or imply any rights to any SEAI, BER or supplier trademarks, trade names, or logos. Any rights not expressly granted herein are reserved.
23. For the avoidance of doubt, BER Assessors are authorised to use DEAP in line with the provisions of the Code.
24. SEAI owns all intellectual property rights in the domain names <https://deap.seai.ie> and www.seai.ie. SEAI takes cybersquatting very seriously. Please notify any suspected incidents to info@seai.ie.

SUSPENSION OF SERVICES

25. In the event of disruption to, or a failure, unavailability, fault or malfunction of, or connected to DEAP, or where there is a real or potential security risk, SEAI shall be entitled, without incurring any liability to you, to temporarily suspend the relevant access to DEAP for such period as may be required to remedy, address or resolve the system issue.
26. SEAI may also suspend DEAP as required for maintenance (whether emergency or planned) or upgrade work. You further agree and acknowledge that your access to DEAP and/or your user account may be suspended or terminated where SEAI reasonably believes that it has been used unlawfully or fraudulently, without notice to you.
27. SEAI will not be liable to you if for any reason DEAP is unavailable at any time or for any period.

SECURITY, MAINTENANCE AND AVAILABILITY

28. You agree, acknowledge and accept that electronic communications, the internet, telephone lines or SMS-based telecommunications media may not be secure and communications via such media may be intercepted by unauthorised persons or delivered incorrectly. As a consequence, SEAI cannot guarantee the privacy or confidentiality of communications via such media although it will (and shall procure that its service providers will) put in place appropriate security measures to protect these methods of communications.
29. From time to time, it may be necessary or desirable for security reasons, maintenance (whether emergency or planned), upgrades or other reasons to:
 - a) make certain parts or all of DEAP or the website unavailable to you; and/or
 - b) withdraw, replace or reissue your password; and/or
 - c) change authentication procedures or processes for accessing DEAP while using reasonable endeavours to minimise any inconvenience caused.
30. You acknowledge and agree that these events may occur and that SEAI bears no liability to you or any end user when such events occur.

31. Where SEAI changes the authentication procedures for accessing DEAP or the services therein, notwithstanding any other terms or agreements, SEAI may introduce these procedures by giving instructions to you by email in respect of which such procedures are being introduced.

DATA PROTECTION STATEMENT

32. The [BER Privacy notice](#) provides information on what Personal Data SEAI collects about you, why we collect it, what we do with it, who we may share it with, and how we protect it. When we talk about "Personal Data", we mean any information relating to you, either directly or indirectly. The BER Privacy Notice also details the rights available to you in relation to how we hold and use your Personal Data, how to exercise those rights, and what to do if you require more information or wish to make a complaint.
33. How long we hold your data is subject to legislative requirements, where that data has been provided to us in support of a BER certificate. Where the data you shared was for the sole purpose of access to and use of DEAP, it will not be retained after you close and delete your account.
34. You are free to close your account at any time by contacting the BER Helpdesk by e-mail at registered@ber.seai.ie for BER Assessors and at info@ber.seai.ie for all other DEAP users.
35. You are required to share your email address and password with us to create a DEAP account. For information on how we process your personal data, please see the [BER Privacy Notice](#). If you are a self-assessor and would like your data deleted, you can request this via the BER Helpdesk. Registered Assessor's data is kept on file by SEAI for various durations as required for business and legal purposes and in line with SEAI's Records Retention Schedule. If you do not provide data to us, you may not be able to register an account and use DEAP.
36. If you wish to exercise any of your data rights, and to contact the Data Protection Officer about any questions you may have about how we use your data, you can contact us as follows:
- a) at <https://www.seai.ie/legal-and-privacy/>
 - b) by post to Data Protection Officer, SEAI, 3 Park Place Hatch Street Dublin 2. D02 FX65.
 - c) by e-mail to dataprotection@seai.ie or
 - d) by contacting us at 01 808 2100.
37. You also have a right to complain to the Data Protection Commissioner or another supervisory authority. You can contact the Office of the Data Protection Commission at:
 Telephone: +353 (0)761 104 800 or Lo Call Number 1890 252 231
 Fax: +353 57 868 4757
 E-mail: info@dataprotection.ie
 Postal Address:
 21 Fitzwilliam Square South, Dublin 2
 D02 RD28
 Ireland

NO WARRANTIES

38. DEAP is provided "as is" without any representations, warranties, express or implied.
39. The majority of information contained on DEAP has been provided to SEAI by BER Assessors or their Principals and is based on the assessments carried out by those BER Assessors. SEAI does not warrant, guarantee and/or make any representation regarding the accuracy, completeness, correctness and/or reliability of the information contained on DEAP and/or information provided via the Websites and Platform.
40. SEAI takes no responsibility for errors of any kind in DEAP and/or in the Websites and Portal, nor for any misinterpretation of the data by a recipient.

41. Nothing on DEAP constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal or other matter, you should consult an appropriate professional. Notwithstanding that the advisory report makes reference to measures that could be undertaken to improve the energy efficiency of a home, you should consult an appropriately qualified professional before undertaking any works. Advisory reports are prepared by BER Assessors and not by SEAI.

SEVERABILITY

42. The provisions of these Terms of Use will be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof.

LIMITATION OF LIABILITY

43. SEAI shall not be liable for any loss or damage of any nature whatsoever, including but not limited to lost profits, loss of use or incidentals, consequential, punitive or exemplary damages caused to any person as a result of the use of the DEAP or the information contained therein.

UPDATES

44. We will update the Terms of Use from time to time. Any updates will be made available on this website <https://deap.seai.ie>.

GOVERNING LAW

45. These Terms of Use shall be governed by Irish law and the jurisdiction of the Irish courts will apply to settle any dispute that may arise out of or in connection with these Terms of Use.

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Rialtas na hÉireann
Government of Ireland