

SEAI EV Fleet Assessment Scheme

Terms and Conditions

1. Definitions and Interpretation

1.1. In these terms and conditions, the following terms have the meaning given to them below:

“AIER”

means the European Communities (Access to Information on the Environment) Regulations 2007 to 2014.

“Applicable Law”

means any law applicable in the State and includes without limitation, common law, statute, statutory instrument or orders made thereunder, proclamation, by-law, EU Directive, decision, regulation, rule, order, notice, code of practice, standard, code of conduct, rule of court, instruments, or delegated or subordinate legislation.

“Applicant”

means the undertaking that has applied to benefit from the Scheme by being provided with an assessor to carry out an EV fleet assessment.

“Application”

means the completed SEAI application form and all other supplementary information including any contracts or legal documentation surrounding participation in the Scheme, furnished by the Applicant to SEAI or its agents in respect of the Scheme.

“Applicable Data Protection Law”

all applicable data protection and privacy legislation in force from time to time in Ireland including:

- the General Data Protection Regulation (Regulation (EU) 2016/679 (“**GDPR**”);
- the Data Protection Acts 1988 to 2018;
- the Privacy and Electronic Communications Directive 2002/58/EC (as amended) and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011;
- the Data Sharing and Governance Act 2019;
- any other European Union legislation relating to Personal Data;
- all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);
- any successor or replacement to the laws set out above; and
- the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
-
- **“Data Subject”, “Personal Data”, “Processor” and “Processing”** shall have the meanings given to them in Applicable Data Protection Law in force at the time.

“Assessment”

the approved survey and analysis of the Applicant’s use and costs in relation to the company fleet and suitability for electric vehicles.

“Assessor”

the assessor that has been nominated by SEAI to undertake the Assessment.

“Assessment Report”

the document, produced by the Assessor, that details the assessment findings and suitability for electric vehicles.

“Assessment Scope”	the extent of the assessment, which under this Scheme covers the Applicant’s use and transport costs relating to their company fleet and suitability for electric vehicles.
“EV”	means electric vehicle.
“EV Letter of Offer”	means the letter confirming SEAI’s approval in principle to offer the Applicant an Assessment as part of this scheme.
“FOIA”	<u>means the Freedom of Information Act 2014 (as amended).</u>
“Project”	means the Assessment programme
“Relevant Consents”	means all consents, permissions, approvals, authorisations, certificates, licences, permits, exemptions, filings, registrations, notarisations and other similar matters, which are required under contract and/or Applicable Law in order for the Applicant to partake in the Scheme and for the Assessment to take place.
“Scheme”	means the EV Fleet Assessment Scheme.
“SEAI”	means the Sustainable Energy Authority of Ireland including their successors and assigns.
“Shared Personal Data”	the personal data to be provided by the Applicant to SEAI under this Scheme.
“Terms and Conditions”	means the terms and conditions of the Agreement as outlined below.

- 1.2. SEAI may, if required by law or otherwise and without incurring any liability, vary, revise or supplement that Terms and Conditions of the Scheme after the application submission date. These revised or supplemented Terms and Conditions (as published on the SEAI [EV fleet assessment grant | SEAI](#), and updated from time to time) will apply to all Applications unless the Applicant chooses to withdraw or cancel the Application.

2. Confirmations

2.1. The Applicant warrants, represents and undertakes to SEAI that:

- (i) the information referred to in the Application is true, accurate and correct in every respect.
- (ii) it has disclosed all information and circumstances relating to the Application and to its business, undertakings, assets and affairs to SEAI as would reasonably be considered material to the Application, the decision to offer the Applicant an Assessment and the Applicant’s obligations under these Terms and Conditions.
- (iii) it has the necessary powers, competence and vires to apply of the Scheme and to carry out its obligations under these Terms and Conditions.

2.2 In the event that any of the warranties, confirmations, representations or undertakings contained in Clause 2.1 of these Terms and Conditions become untrue and/or misleading during the term of these Terms and Conditions, the Applicant undertakes and agrees to notify SEAI in writing, in accordance with Clause 10 (Notice), with sufficient detail and supporting documentation to enable SEAI to understand the nature and extent of the breach of these Terms and Conditions.

3. Applicant's General Obligations

- 3.1. The Applicant shall not disclose to any other party any confidential or secret information concerning the business or the affairs of SEAI, whether or not the information has been marked or otherwise identified as confidential or secret information
- 3.2. It is the responsibility of the Applicant to familiarise him/herself with these Terms and Conditions of the Scheme, the specifications and any amendments thereof and with the consequences for breaches of the Scheme.
- 3.3. In the event of any breach by the Applicant of these Terms and Conditions of the Scheme, SEAI shall be entitled to demand the complete repayment of and recover the cost of the Assessment.
- 3.4. Any false, fictitious or fraudulent statements or claims knowingly made on Applications, or supporting documentation, submitted in respect of previous Applications or otherwise made to SEAI, its authorised officers or the Assessor, or any breach of these Terms and Conditions may result in current and future applications being deemed ineligible by SEAI.
- 3.5. The Applicant must be based in the Republic of Ireland as must the company fleet upon which the Assessment will be made.
- 3.6. All necessary internal consents and approvals must be in place in order for the Assessment to take place.
- 3.7. Any additional costs above the value of which SEAI will support (fleets of 5-50 vehicles up to €4,000, fleets of 51+ vehicles up to €8,000) will be required to be paid by the Applicant. SEAI will accept no liability for payment of these additional costs. However, SEAI must be notified prior to the Assessment commencing.
- 3.8. Applications must be made through SEAI's website, [EV fleet assessment grant | SEAI](#). Applications submitted via email or in hard copy will not be accepted.
- 3.9. Any Assessments carried out on the Applicant's company fleet by any Assessor other than that assigned by SEAI under this Scheme will not be eligible for support
- 3.10. An applicant can only receive one Assessment for their business under this Scheme.
- 3.11. The Applicant understands that by applying for this Scheme, their Application will be reviewed by SEAI and will go through a selection process. Applying for this Scheme does not guarantee being granted an Assessment

4. Compliance with Law

- 4.1. The Applicant shall:
 - (i) obtain all necessary Relevant Consents and statutory and/or regulatory approvals and have authority to partake in the Scheme.
 - (ii) comply with Applicable Law, in partaking in the Scheme.
 - (iii) obtain any relevant permits, approvals, licences, permissions or consents necessary for the operation of its business; and
 - (iv) comply with these Terms and Conditions.

5. Publicity and Case Studies

5.1. The Applicant shall:

- (i) Commit to sharing outcomes.
- (ii) At Project conclusion (i.e. the Assessment has been carried out and an Assessment Report has been issued), the Applicant agrees to share the data gathered and findings with SEAI. This data and findings may be used for further promotion by SEAI or inclusion in reports from SEAI. Any data that is used in SEAI reports will be anonymised.
- (iii) At Project conclusion, SEAI may contact Applicants to request their participation in surveys (telephone or questionnaire) to determine the impact and achievements of the Scheme and may develop and publish case studies (protecting as appropriate all personal, confidential or commercially sensitive information/data).

6. Risk in the Project

6.1. The Applicant is not a consumer and SEAI is not a vendor.

6.2. Full responsibility for the information presented in the Application and supporting documentation submitted rests with the Applicant. SEAI or their agents shall not accept any responsibility for errors or omissions contained in the Application or any required supporting documentation.

6.3. No undertaking, guarantee, assurance or other warranty, expressed or implied, is given by SEAI, or any of its agents or servants, in respect to the cost, quality, efficiency and/or benefit of any work, or service provided under the Scheme. SEAI accepts no liability or responsibility in respect of an Assessment carried out by the assigned Assessor.

6.4. SEAI accepts no liability or responsibility, whether for breach of contract, tort (including negligence), breach of statutory duty or otherwise, in respect of any direct or indirect loss, expense, dispute, claim, proceedings or cause of action arising out of, or in connection with the Scheme.

6.5. The Applicant shall fully and effectively indemnify, hold harmless and keep indemnified SEAI from and against all direct and indirect actions, fines, proceedings, costs, awards, claims, loss, liabilities, damages, expenses and demands suffered or incurred or paid out by SEAI arising out of or in connection with the Scheme, any breach of these Terms and Conditions, negligence, act or omission of the Applicant and/or their subcontractors, agents, employees, officers and/or representatives.

7. Freedom of Information and Access to Information on the Environment

- 7.1. The Applicant acknowledges that SEAI is subject to the requirements of the Freedom of Information Act 2014 ("**FOIA**") and the European Communities (Access to Information on the Environment) Regulations 2007 to 2018 ("**AIER**"), (as each is amended from time to time). Accordingly, the Approved EV Dealer accepts that information furnished to SEAI may be released pursuant to SEAI's statutory obligations under the FOIA and AIER legislation.
- 7.2. The Applicant shall assist and co-operate with SEAI (at the Applicant's expense) to enable SEAI to comply with its requirements under the FOIA and AIER legislation.
- 7.3. The Applicant shall provide SEAI with a record in its possession, if and in so far as it relates to the Scheme and is deemed for the purposes of the FOIA and/or AIER to be held by SEAI, within five (5) working days (or such other period as SEAI may specify) of SEAI requesting that information.
- 7.4. SEAI undertakes to use its best endeavours to hold confidential any information provided by the Applicant subject to its obligations under law, including the FOIA and AIER (as amended). Should the Applicant wish that any of the information supplied by him/her should not be disclosed because of its commercial sensitivity, confidentiality or otherwise, he/she should, when providing the information to SEAI, identify such information and specify in writing the reasons for its sensitivity/confidentiality. Where SEAI proposes to disclose information identified by the Applicant as commercially sensitive/confidential, SEAI may consult with the Applicant about such information before making a decision on its release. The final decision on disclosure rests with SEAI.
- 7.5. The Applicant accepts and agrees that SEAI will not be liable in any way to the Applicant (or any other person) in respect of any information released by it (irrespective of notification) arising from FOI and/or AIER legislation or in respect of any consequential damage or liabilities suffered or incurred by the Applicant as a result of complying with FOI and/or AIER legislation.

8. Data Protection

- 8.1. The Applicant shall comply with its obligations under all Applicable Data Protection law at all times during the term of their involvement in this Scheme.
- 8.2. The Applicant shall ensure that it has legitimate grounds under Applicable Data Protection Law for the Processing of Shared Personal Data.
- 8.3. The Applicant shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with Applicable Data Protection Law, of the purposes for which it will process their Personal Data, the legal basis for such Processing and such other information as required by Article 13 of the GDPR including the fact that the Shared Personal Data will be transferred to SEAI and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer. In particular, the Applicant agrees to provide to each Data Subject a copy of SEAI's current Privacy Notice.
- 8.4. The Shared Personal Data will be processed by SEAI in accordance with the provisions of Applicable Data Protection Law and its Privacy Notice.
- 8.5. The parties each agree to provide such assistance, cooperation and information as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under Applicable Data Protection Law within the time limits imposed by the Applicable Data Protection Law.
- 8.6. In the event of a dispute or claim brought by a Data Subject or the Data Protection Commission concerning the Processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.

- 8.7. The Applicant warrants and undertakes that it is entitled to provide the Shared Personal Data to SEAI, and it will ensure that the Shared Personal Data are accurate.
- 8.8. The parties confirm that neither party is a Processor processing Personal Data on behalf of the other party.
- 8.9. The information provided by the Applicant will be used for evaluation purposes and to facilitate the administration of the Scheme. This may require that data be supplied to and discussed, in confidence, with any person or organisation appointed by SEAI to assist in assessing or monitoring the Application. These persons will be subject to the same requirements for data protection and confidentiality. The Applicant's signature on the Application (or the Applicant's acceptance of these Terms and Conditions indicated on the online Application) is treated as confirmation that SEAI and its agents may use the information thus supplied for the aforementioned purposes.
- 8.10. The Applicant understands that all of the 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.
- 8.11. If, during the term of this Scheme, Applicable Data Protection Law changes in a way that the Scheme Terms & Conditions are no longer adequate for the purpose of governing lawful data sharing exercises, the parties agree that they will negotiate in good faith to review the Terms & Conditions in light of the new legislation.

9. Entire Agreement

- 9.1. These Terms and Conditions constitute the entire agreement between the parties relating to its subject matter and supersedes all previous undertakings, negotiations, and discussions, whether oral or written between the parties relating to the subject matter of these Terms and Conditions. The Applicant agrees that it has not relied upon, and has no remedies in respect of, any representation, term, condition or warranty except those expressly set out in these Terms and Conditions.

10. Notice

- 10.1. Any notice under these Terms and Conditions shall be in writing and signed by or on behalf of the party giving it. Any notice under or in connection with these Terms and Conditions must be delivered personally or sent by pre-paid registered or recorded delivery post to the party intended to receive the notice at its address set out at the front of these Terms and Conditions or its registered office. Unless the contrary is proved, each notice is deemed to have been given or made and delivered (if by post) two (2) working day after posting or (if delivered by hand) the next working day after it was left at the relevant address.

11. Dispute Settlement

- 11.1. The parties agree that any dispute arising out of or in connection with these Terms and Conditions, including the interpretation or fulfilment of any of its provisions, shall be resolved as follows:
- (i) In the first instance, the parties shall submit the dispute to the nominated representative of SEAI and the nominated representative of the Applicant for resolution.
 - (ii) If such disputes cannot be resolved pursuant to the mechanism set out above within a period of thirty (30) working days, either party may request that the matter is submitted for

resolution in accordance with SEAI's Complaints and Appeals Policy contained in the SEAI Customer Charter, published on the SEAI website, [Customer Charter | SEAI](#) and as amended by SEAI from time to time.

- 11.2. Where the parties are unable to resolve any dispute which may arise under or in connection with these Terms and Conditions through such good faith efforts detailed at Clauses 11.1(i) and 11.1(ii) above, SEAI reserves the right to refer the matter to mediation upon notice in writing to the Applicant. The final decision of who will act as mediator will be mutually agreed upon between the parties or, in the absence of such agreement, within fifteen (15) working days, the decision as to who to appoint as mediator will be referred upon the request of either party, to the President for the time being of the Law Society. The costs of any mediation are to be agreed between the parties in advance.
- 11.3. The Applicant may not instigate legal proceedings in relation to any dispute arising out of or in connection with these Terms and Conditions, including the interpretation or fulfilment of any of its provisions, until it has sought, in good faith, to resolve the dispute in accordance with Clause 11.1 and Clause 11.2 above, where Clause 11.2 is applicable, and it has fully engaged with the corresponding dispute resolution procedures. This does not prevent the Applicant from instigating legal proceedings in order to apply for interim or injunctive relief.

12. Complaints and Appeals

- 12.1. All complaints and appeals should be submitted to SEAI in accordance with SEAI's Complaints and Appeals Policy contained in the SEAI Customer Charter, published on the SEAI website, [Customer Charter | SEAI](#) and as amended by SEAI from time to time. For further information on what constitutes a complaint and/or an appeal please consult the SEAI Customer Charter.

13. Governing Law and Jurisdiction

- 13.1. In line with Clauses 11.1 and 11.2 above, these Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Irish Law and shall be subject to the exclusive jurisdiction of the Irish courts.