

## SEAI EV Fleet Assessment Support

### Terms and Conditions

These Terms and Conditions (“**Terms and Conditions**”) govern all support made available by SEAI to a successful Applicant.

#### 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 2018.
- “**Agreement**” means these Terms and Conditions, together with the Application, the Guidelines and any documents expressly incorporated by reference into any of these.
- “**Applicable Laws**” any applicable law, statute, bye law, regulation, order, regulatory policy (including any requirement or notice of any competent regulator), legally binding guidelines or industry code of practice, rule of court or directives, delegated or subordinate legislation in force from time to time.
- “**Applicant**” means the undertaking that has applied to benefit from the Support by being provided with an Assessor to carry out an Assessment.
- “**Application**” means the completed SEAI application form and the De Minimis Declaration, together with all supplementary information, documents, contracts, declarations or other materials relating to the Applicant’s utilisation of the Support, furnished by the Applicant to SEAI or its authorised agents in respect of the Support.
- “**Applicable Data Protection Laws**” means 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); and
  - the legally binding guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
- “**Assessment**” means the approved survey and analysis carried out by the Assessor of the Applicant’s use and costs in relation to the company fleet and its suitability for EVs.

<b>“Assessor”</b>	the service provider that has been appointed by SEAI to undertake the Assessment.
<b>“Assessment Report”</b>	means the document produced by the Assessor that details the Assessment findings and the Applicant’s suitability for EVs.
<b>“Confidential Information”</b>	means the provisions of the Agreement and all commercial, technical or proprietary information of a confidential nature in whatever form including product ideas, trade secrets, operations, processes, inventions, products, customer information, know-how, designs, market opportunities, operation and strategic planning, finance, suppliers or any other information relating to the business of either party which may be reasonably regarded as confidential information whether disclosed orally, or in writing or by other means and whether directly or indirectly either before or after the date of the Application.
<b>“De Minimis Declaration”</b>	means the declaration provided by the Applicant with its Application which sets out all de minimis aid received (for the purposes of the De Minimis Regulation) by it during the relevant three-fiscal-year period.
<b>“De Minimis Regulation”</b>	means the Commission Regulation (EU) No 2023/2831.
<b>“EV”</b>	means electric vehicle.
<b>“FOIA”</b>	means the Freedom of Information Act 2014.
<b>“Guidelines”</b>	means the eligibility criteria, details, procedure, requirements, and other information relating to the Assessment and the Support published by SEAI on its website and as may be updated by SEAI from time to time.
<b>“Personal Data”</b>	has the meanings given to them in Applicable Data Protection Law in force at the time.
<b>“Relevant Consents”</b>	means all consents, declarations, permissions, approvals, authorisations, certificates, licences, permits, exemptions, filings, registrations, notarisations and other similar matters, which are required under contract and/or Applicable Laws in order for the Applicant to avail of the Support and for the Assessment to take place.
<b>“Support”</b>	means the provision of funding by SEAI for the purposes of an Applicant being provided with an Assessment subject to and in accordance with the Agreement.
<b>“SEAI”</b>	means the Sustainable Energy Authority of Ireland including their successors and assigns.

1.2. SEAI may, if required by Applicable Laws or otherwise, and without incurring any liability, vary, revise or supplement these Terms and Conditions. Any revised or supplemented Terms and Conditions (as published on the SEAI website) will apply to all Applications submitted after the date such publication.

1.3. In these Terms and Conditions (unless the context requires otherwise):

- (i) the words "including", "include", "in particular" and words of similar effect shall not be deemed to limit the general effect of the words which precede them and "including", "include" and "for example" shall be continued to have the words "but not limited to" following them;
- (ii) reference to any agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated from time to time;
- (iii) reference to a party shall be construed to include its successors and permitted assigns or transferees;
- (iv) words importing the singular shall include the plural and vice versa;
- (v) any obligation that is applicable to the Applicant shall, where the context requires, apply equally to the Applicant's group companies and personnel and the Applicant shall be responsible for procuring the performance of such obligations by such persons;
- (vi) reference to any legislation (including any act, regulation or directive) or legislative provision shall be deemed to include any statutory instrument, by law, regulation, rule, subordinate or delegated legislation or order and rules and regulations which are made under it and any subsequent re-enactment or amendment of the same; and
- (vii) if there is any conflict, ambiguity or inconsistency between the parts of the Agreement, then the following order of precedence shall apply: (A) these Terms and Conditions; (B) the Guidelines; (C) Application; and (D) any documents expressly incorporated by reference into any of these.

## **2. Warranties and Representations**

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

- (i) the information provided in the Application is true, accurate and correct in every respect;
- (ii) it has disclosed to SEAI all information and circumstances relating to the Application and to its business, undertakings, assets and affairs that would reasonably be considered material to the Application, to SEAI's decision to offer the Applicant an Assessment and the Applicant's obligations under these Terms and Conditions;
- (iii) it has provided a De Minimis Declaration as part the Application; and
- (iv) it has the necessary powers, competence and vires to apply for and to utilise the Support and to carry out its obligations arising from the Agreement.

- 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 the Applicant undertakes and agrees to promptly notify SEAI in writing, in accordance with Clause 11 (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: (i) co-operate with SEAI in all matters relating to the Support; and (ii) provide, in a timely manner, such information as SEAI may reasonably require in relation to the Support, and ensure that it is accurate and complete in all respects.
- 3.2. Any false, fictitious or fraudulent statements or claims made on Applications, or supporting documentation, submitted in respect of Applications or otherwise made to SEAI, its authorised officers or the Assessor, or any breach of these Terms and Conditions by the Applicant may result in current and future applications being deemed ineligible by SEAI and SEAI shall also be entitled to demand the complete repayment of the costs of the Assessment paid by SEAI notwithstanding that such costs may have been paid directly to the relevant Assessor. The Applicant shall pay such costs promptly on demand directly to SEAI.
- 3.3. The Applicant and its company fleet upon which the Assessment will be made, must be based in the Republic of Ireland.
- 3.4. The Applicant shall pay any additional costs above the value of which SEAI will support (i.e. fleets of 5-50 vehicles up to €4,000, fleets of 51+ vehicles up to €8,000) for the Assessment (if applicable) and (if applicable) the Applicant shall notify SEAI of any such additional costs before the Assessment commences. SEAI is not liable for the payment of any such additional costs.
- 3.5. The Applicant shall submit its Application through SEAI's website. Applications submitted via email or in hard copy will not be accepted.
- 3.6. Any Assessments carried out on the Applicant's company fleet by any Assessor other than that assigned by SEAI under will not be eligible for Support.
- 3.7. An Applicant may only receive one (1) Assessment per business.
- 3.8. The Applicant understands that by applying for this Support its Application will be reviewed by SEAI and will go through a selection process. Applying for this Support does not guarantee an Assessment.
- 3.9. The Applicant acknowledges and agrees that SEAI is not making any payments directly to the Applicant. Any and all funds disbursed by SEAI in connection with the Support are paid solely to the appointed Assessors for the purpose of conducting Assessments. The Applicant further acknowledges that it has no entitlement to, or claim over, any such payments, and that SEAI's financial obligations under this Support are exclusively toward the Assessors.

### **4. Compliance**

- 4.1. The Applicant shall:
- (i) obtain and maintain all necessary Relevant Consents, statutory and/or regulatory approvals;
  - (ii) ensure it has the authority to avail of the Support;
  - (iii) comply with Applicable Laws; and

- (iv) comply with these Terms and Conditions and the Guidelines.

## **5. Publicity and Case Studies**

- 5.1. On request the Applicant shall share with SEAI information on any actions, initiatives or projects that it undertakes arising from the Assessment.
- 5.2. At project conclusion (i.e. the Assessment has been carried out, and an Assessment Report has been issued):
  - (i) 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 for inclusion in reports from SEAI. Any data that is used in SEAI reports will be anonymised.
  - (ii) SEAI may contact Applicants to request their participation in surveys (telephone or questionnaire) to determine the impact and achievements of the Support and may develop and publish case studies (protecting as appropriate all Personal Data and Confidential Information).

## **6. Risk in the Project**

- 6.1. The Applicant acknowledges and agrees that it is not a consumer for the purposes of any Applicable Laws, and that SEAI is not acting as a supplier or vendor of goods or services.
- 6.2. The Applicant accepts full responsibility for the information presented in the Application and supporting documentation submitted. SEAI and its authorised agents accept no 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 arising from the Support. 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 Support.
- 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 Support, any actions, initiatives or projects that it undertakes arising from the Assessment, any breach of these Terms and Conditions, negligence, act or omission of the Applicant and/or its 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 FOIA and the AIER and shall assist and co-operate with SEAI to enable SEAI to comply with its information disclosure obligations arising from these.
- 7.2. SEAI will endeavour to hold confidential any information provided by the Applicant subject to its obligations under Applicable Laws, including the FOIA and AIER. Should the Applicant wish that any of the information supplied by it should not be disclosed because of its commercial sensitivity, confidentiality or otherwise, the Applicant 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 and this clause is without prejudice to SEAI's obligations arising from Applicable Law.

- 7.3. 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 the FOIA and/or AIER or in respect of any damage or liabilities suffered or incurred by the Applicant as a result of SEAI's compliance with the FOIA and/or AIER.

## **8. Data Protection**

- 8.1. The SEAI Privacy Policy (as published on the SEAI website and updated from time to time) applies to Personal Data made available by the Applicant to SEAI.

## **9. De Minimis Aid**

- 9.1. Funding for the Support is classed as 'De Minimis aid' in accordance with Commission Regulation (EU) No 2023/2831 of 13 December 2023 (the De Minimis Regulation).
- 9.2. De Minimis aid is small amounts of aid given to an enterprise, which cannot exceed €300,000 over any three (3) years, to any company irrespective of size and location and irrespective of the form of the aid or the objective pursued. De Minimis aid can come from any State body, agency or department even when financed entirely or partly by the European Union. If a company is part of a group, then the €300,000 limit applies to the group. The funding is made on the understanding that the Support combined with any other De Minimis aid received by the Applicant in the last three (3) years does not exceed the ceiling of €300,000 for all De Minimis aid. A declaration must accompany the Application describing any other De Minimis aid received by the Applicant over the past three (3) years.
- 9.3. From 1st January 2026, SEAI is required to publish all De Minimis aid granted by SEAI on the European Commission De Minimis eAid Register, established under European Commission Regulations (EU) 2023/2831 and 2023/2832. The eAid Register is a centralised European Commission database that records State aid and De Minimis aid awarded by public authorities across the European Union. The Applicant understands that certain information contained in the eAid Register will be publicly accessible.

## **10. Entire Agreement**

- 10.1. The Agreement constitutes 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.

## **11. Notice**

- 11.1. Any notice given 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 days after posting or (if delivered by hand) the next working day after it was left at the relevant address.

## **12. Dispute Settlement**

- 12.1. 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, and as amended by SEAI from time to time.

- 12.2. Where the parties are unable to resolve any dispute which may arise under or in connection with these Terms and Conditions through good faith efforts detailed at Clauses 12.1(i) and 12.1(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.
- 12.3. 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 12.1 and Clause 12.2 above, where Clause 12.2 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.

### **13. Complaints and Appeals**

- 13.1. 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, 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.

### **14. General**

- 14.1. Subject to Clause 12 (Dispute Settlement), these Terms and Conditions and any dispute or claim arising out of or in connection with them or their 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.
- 14.2. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 14.3. The Applicant shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement without SEAI's prior written consent.
- 14.4. A waiver of any right or remedy under the Agreement or by Applicable Laws is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by Applicable Laws shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by Law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.5. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions.