

## **Terms and Conditions**

### Terms of reference

Capitalised terms used in these terms and conditions shall have the meaning attributed to them in the Grant Scheme Operating Rules and Guidelines.

### Grant Scheme Documentation

The Grant Scheme Operating Rules and Guidelines and these Terms and Conditions set out the basis on which the grant component of the Support Scheme for Renewable Heat will operate. To assist applicants to complete the Application Form and Technical Assessment, SEAI has also published on its website (a) a Guide to Completing the Application Form; and (b) a Guide to Completing the Technical Assessment Form.

SEAI may and reserves the right to vary, revise or supplement the Grant Scheme Operating Rules and Guidelines, these Terms and Conditions any other documentation published on the SEAI website in respect of the Scheme from time to time, without incurring any liability.

Any amendment or variation to the Grant Scheme Operating Rules Guidelines and the Terms and Conditions published on the SEAI website will apply to every applicant that has not yet accepted a letter of offer from SEAI from the date of publication of the amendment Grant Scheme Operating Rules and Guidelines and/or Terms and Conditions (as the case may be) on the SEAI website, unless an applicant withdraws their application to participate in the Grant Scheme. Applicants should monitor the SEAI website in order to learn of any changes to the grant scheme documentation.

SEAI will issue a letter of offer to Eligible Applicants. The applicant's agreement with SEAI in the event of a Grant Offer being accepted by the applicant will comprise the Letter of Offer, these Terms and Conditions of the Grant Scheme, the Grant Scheme Operating Rules and Guidelines, the Application Form and the Technical Assessment. Each applicant having, on accepting the grant offer agrees to comply with and agree to be bound by the provisions of these documents. In the event of any conflict arising between these documents the order of precedence shall be(the "Grant Scheme Documentation"):

the Letter of Offer;

the Grant Scheme Operating Rules and Guidelines (including these terms and conditions);

the Technical Assessment Form; and

the Application Form.

In order for applicants to accept a grant offer issued by SEAI to the applicant, applicants must sign and return the grant offer to SEAI within 14 days of date of issue of the grant offer.

### Application

There are two steps to submitting an application to participate in the Grant Scheme. The first step involves an applicant submitting a duly completed Application Form. The second step involves an applicant submitting a duly complete Technical Assessment Form together with other required documentation to SEAI within 10 business days of submitting the application form to SEAI. Failure to submit documentation may result in SEAI refusing to evaluate an application and/or an application being rejected by SEAI.

Application Forms must be submitted via the online application portal for the Grant Scheme available on the SEAI website. Application Forms submitted by e-mail or in hard copy will not be accepted.

### Grant Scheme Eligibility

Only Eligible Applicants and Eligible Projects may participate in the Grant Scheme. The eligibility criteria for the Grant Scheme are contained in the Grant Scheme Operating Rules and Guidelines. In order to participate in the Grant Scheme and be eligible to receive grant funding, applicants

must be and remain eligible to participate in the Grant Scheme at all stages of the grant process. To be eligible for a grant, the applicant must satisfy the Eligibility Criteria set out in the Grant Scheme Operating Rules and Guidelines, namely that:

the applicant is an Eligible Applicant;

the installation is an Eligible Installation;

the Eligible Installation will be affixed with Appropriate Metering Equipment;

the Eligible Installation is installed in line with Installation Standards;

the heat produced is Eligible Heat;

the Eligible Heat is used in an Eligible Building for heating Eligible Space(s); and

the Eligible Installation and the Heat System passes the Energy Evaluation.

SEAI may reject applications on any one or more of the following basis:

if an application received by SEAI is not deemed to be a bona fide application by SEAI;

if SEAI has not been provided with sufficient information in the Technical Assessment, to allow it to assess whether an applicant is eligible or not;

if any of the Eligibility Criteria set out in the Scheme Guidelines have not been met and/or complied with;

If an applicant that is a Large Enterprise has failed to satisfy SEAI of the incentive effect of the grant, in line with GBER;

the applicant has provided incorrect, incomplete or misleading information to SEAI as part of the application process;

any term of the Terms and Conditions have been breached;

the application submitted by or on behalf of the applicant was not accompanied with duly completed copies of the required documentation within the timeline prescribed in the Grant Scheme Operating Rules and Guidelines;

the applicant and/or the nominated contact have not responded (or meaningfully responded) to a written communication from SEAI within 7 working days of such written correspondence being sent;

SEAI does not have sufficient funds available to fund the Grant sought in the application, based on existing commitments;

the content of the technical assessment and the application form submitted by or on behalf of the applicant are incongruent;

the applicant has failed to comply with any grant scheme rules or an SEAI Grant Agreement in the past; and/or

the applicant does not pass the Technical Assessment.

Applicants who have received any kind of EU or State funding from any source in respect of the project for which grant funding is being sought, will not be eligible to participate in the Grant Scheme.

#### Eligible Costs

Each applicant must ensure grant approval has been received, in the form of a Letter of Offer from SEAI, before proceeding with any orders, purchases or commencing works.

Costs incurred prior to the date of issue of the Letter of Offer will not be eligible for grant funding. Orders placed or invoices dated prior to the date of the Letter of Offer will not be eligible for grant support.

SEAI's prior written consent is required to approve any changes to the itemised Eligible Costs contained in the Letter of Offer. For the avoidance of doubt, SEAI reserves the right to refuse such consent at its absolute discretion.

The total amount of the grant offered by SEAI to an applicant will not be increased under any circumstances, once approved. SEAI shall not be liable for any expenditure in excess of the Grant amount.

Project Management Costs of up to 6% of eligible costs categorised by SEAI as equipment costs and external labour costs, may be payable. Project management costs may be adjusted downwards by reference to the actual equipment and external labour costs incurred by an applicant and regarded as eligible costs by SEAI.

Only costs that satisfy the Eligible Costs criteria set out in the Grant Scheme Operating Rules and Guidelines will be eligible to receive grant funding.

#### New Heat Source

In the event that a new heat source is being installed, the applicant shall only be entitled to grant funding of up to 30% of the eligible costs that make up the difference between the heat source and a non-renewable equivalent heat source. Each application should obtain a quote for a non-renewable equivalent heat source and be in a position to furnish this quote to SEAI.

#### Replacing Existing Heat Source

In the event that a heat source is being installed for the purpose of replacing an existing fossil fuel heating source, the applicant shall only be entitled to grant funding of up to 30% of the eligible costs of the replacement heat pump.

Applicants seeking to replace an existing renewable heat source will not be eligible to participate in the Grant Scheme.

#### Value for Money

Each of the costs must achieve value for money in the market in order for the relevant cost to be considered as an eligible costs. Applicants should be able to demonstrate that each cost achieves value for money to SEAI. Applicants should obtain at least three fee quotes for each cost and be in a position to demonstrate to SEAI that the each cost claimed is justifiable in the circumstances. SEAI shall determine what qualifies as an eligible cost in each case

#### Project

The grant, once approved, is only payable in respect of the project identified in the Application Form, the Technical Assessment Form and referenced in the Grant Agreement.

SEAI may at its discretion, attach additional special conditions to ensure the Grant is used for the purpose intended.

The project, in respect of which the grant application is made, must be located in the Republic of Ireland.

Only new products may be installed for the purposes of the project in respect of which the grant application is made.

An applicant is under no direct or indirect obligation to undertake and/or complete its project. Rather, it is up to an applicant whether or not it wishes to undertake and complete its project.

An applicant must notify SEAI immediately if it decides not to undertake and/or complete its project. If a successful applicant decides not to undertake and/or complete its project, SEAI will not pay it the grant and instead may (but is not obliged to) allocate some or all of the funds provisionally allocated to that applicant to a different applicant.

The applicant must procure that he/she/it has obtained all necessary statutory consents and approvals, licences and permissions necessary to implement the project. The applicant shall procure that it has the necessary authority(ies) to implement the project.

#### Compliance with Law

The applicant must obtain all necessary consents, permits and statutory approvals necessary to implement the project.

The applicant shall procure that the project complies with all applicable laws. The applicant must procure that compliance is achieved with all applicable laws, including with regard to the spending

of this funding and, where applicable, the laws and guidelines concerning State Aid and public procurement.

#### Inspection / Access / Information

The applicant must participate in the inspections process set out in the Grant Scheme Operating Rules and Guidelines, prior to payment of Grant. Applicants must be prepared to participate in site visit(s) and desktop audits. Each applicant undertakes to fully co-operate with the SEAI inspections process.

The applicant must grant full access to SEAI and its agents to inspect and review the project within 7 days of request for access, save in exceptional circumstances demonstrated to the satisfaction of SEAI. Failure to satisfy this full access requirement will be considered a breach of these Terms and Conditions.

#### Limited Funding

The timing of payment to approved applicants is subject to the funding allocated by government to the Grant Scheme in a particular calendar year, in accordance with public financial procedures. Where all other conditions are met, payment will be made on a "first come, first served" basis. Where funding is exhausted in a particular calendar year, payment to remaining applicants will be deferred until such time as further funds may become available. Deferred payments will receive priority, if and when those funds become available.

#### No Liability

SEAI accepts no liability or responsibility, whether for breach of contract, negligence or otherwise, in respect of any direct or indirect loss, expense, dispute, claim, proceedings or cause of action arising out of, or in relation to, any product (or its suitability), any materials (or their suitability), equipment (or its suitability), work, system, service, specification, standard, installation in respect of which a Grant Offer has issued, or grant approval or payment was given by SEAI. 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 Grant Scheme.

#### Qualified Contractor

The requirements set out in the Grant Scheme Operating Rules and Guidelines are minimum requirements with regard to eligibility. It is the responsibility of each applicant to procure that adequately qualified professionals are engaged by the applicant to advise in connection with the design, install, test, commission and maintain the heat pump in accordance with all applicable and appropriate standards and specifications.

#### Manufacturer / Contractor Warranty

It shall be the responsibility of each applicant to procure that they obtain appropriate warranty and contractual protection from the relevant professionals, manufacturers and/or contractors responsible for designing, installing, test, commissioning and maintaining the heat pump and the related heating system.

Each applicant shall procure that they obtain, as a minimum, 2 years full warranty cover in respect of the heat pump and any ancillary works carried out in accordance with the project. Each applicant should produce documentary evidence of warranty cover having been obtained within 7 working days of receipt of a written request for same being received from SEAI and/or as part of the inspection process.

#### Breach

In the event of any breach of these Terms and Conditions or any other grant scheme rules set out in the Grant Scheme Documentation by the applicant, SEAI shall, amongst its remedies against the

applicant, be entitled to refuse to pay the Grant or demand the complete repayment of and fully claw back the Grant. The applicant agrees to comply with any such demand within one month of the date of the letter from SEAI containing such demand.

Any false, fictitious or fraudulent statements or claims knowingly made on grant applications, the technical assessment or supporting documentation, submitted in respect of previous grant applications / requests for payment or otherwise made to SEAI, its authorised officers, or an SEAI Inspector, or any breach of these Terms and Conditions may result in current and future applications being deemed ineligible by SEAI. In respect of applications where the applicant has already received payment pursuant to the Grant Scheme, clause 36 will apply

#### Complaints

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 Grant Scheme.

#### Confidentiality / Freedom of Information

SEAI undertakes to use its best endeavours to hold confidential, any information provided by the applicant subject to its obligations under law, including the Freedom of Information Act 2014 (as amended). Should the applicant wish that any of the information supplied by him/her should not be disclosed because of its sensitivity, he/she should, when providing the information, identify the same and specify the reasons for its sensitivity. SEAI will consult with the applicant about such information before making a decision on any Freedom of Information request received.

#### Data Protection

Any personal information which an applicant volunteers to SEAI will be treated with the highest standards of security and confidentiality, strictly in accordance with the Data Protection Acts, 1988 & 2008, as re-enacted, amended or replaced from time to time, and pursuant to the General Data Protection Regulation (meaning Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) and any related legislation. SEAI, as data controller, and its agents, will store such information on its database and fully respect the confidentiality of the data provided. The information provided by applicants will be used for evaluation purposes and to facilitate the administration of the grant process. 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 this application. These persons will be subject to the same requirements for protection of confidentiality. The provisions of the SSRH Privacy Policy, which is published on the application portal and SSRH webpage, will apply to the processing of personal data under this application and any future grant.

#### VAT

The parties are of the view that there is no supply of goods or services between them and therefore there is no VAT chargeable to SEAI by the grantee in relation to the payment of the grant. In the event that the Revenue Commissioners determine that, in their view, VAT is chargeable then the grant payment shall be regarded as inclusive of any VAT charge.

VAT will not qualify as an Eligible Cost unless the applicant produces a letter from Revenue dated within 6 months of the application for payment confirming that VAT cannot be reclaimed on a particular Project or part of the project.

#### Freedom of Information

The applicant acknowledges that SEAI is subject to the requirements of the Freedom of Information Act 2014 ("FOIA"). Applicants must assist and co-operate with SEAI (at the the applicant's expense) to enable SEAI to comply with their information disclosure requirements. SEAI will consult with the applicant to about such information before making a decision on any

freedom of information request received. Should the applicant wish that any of the information supplied by him/her/it to SEAI should not be disclosed because of its sensitivity, this should be identified to SEAI at the time of providing the information together with the reason(s) for such classification. To the extent SEAI is authorised to do so in accordance with law, SEAI will endeavour to hold information identified to SEAI as confidential or sensitive as such.

By nominating a nominated contact on the application form, you authorise SEAI to deal with the nominated contact in respect of your Project, on your behalf, and to rely on information provided to SEAI by that nominated contact. Applicants may remove a nominated contact by notice in writing to the following e-mail address: [ssrh@seai.ie](mailto:ssrh@seai.ie).