

Bord Gáis Energy Terms and Conditions of Sale and Installation: Solar PV Panels ("the Agreement")

These Terms

These are our standard terms and conditions for the sale and installation of your Solar PV System. They tell you important information, like how you should make payment, how we will supply and install the Solar PV System and what to do if there is a problem. Please read them carefully.

1. Definitions

"Additional Works" means any changes, alterations, works or other amendments required to the Property or any part of it, including any services, which are identified in the Detailed Survey as being necessary before Installation can take place;

"BER Assessment" means Building Energy Rating assessment carried out by an SEAI registered assessor to measure and indicate the energy performance of a building;

"Bord Gáis Energy" or **"we"** or **"us"** means Bord Gáis Energy Limited, a limited company incorporated in Ireland with company number 463078 and having its registered address at 1, Warrington Place, Dublin 2 and, for the avoidance of doubt, includes all employees, servants, agents, contractors and sub-contractors of Bord Gáis Energy (and all employees of any such agents, contractors and sub-contractors);

"Client" or **"you"** means you as a prospective end user of a Solar PV system;

"Deposit" means the sum specified as the deposit in the Initial Quotation;

"Deposit Confirmation" means the communication from us to you to confirm that we have received your Deposit;

"Detailed Survey" means a survey conducted by us as to the suitability or otherwise of your Property for the installation of the Solar PV System, which will include, but is not limited to, attaining roof measurements, potential cable run, and to identify possible health & safety hazards;

"Final Estimate" means the final estimate of the cost of supplying, installing and commissioning the Solar PV System, but excluding the costs of any Additional Work, as set out in the Order Confirmation;

"Handover Pack" means an information pack provided to you, which contains all relevant technical and billing documentation;

"Hot Water Diverter" means a switch which turns on/off the immersion hot water heater when there is excess electricity generated from the Solar PV System being exported to the grid;

"Initial Estimate" means an estimate of the cost of supplying, installing and commissioning a Solar PV System at the Property included in the Initial Quotation;

"Initial Quotation" means the quotation and / or proposal provided to you in relation to the Solar PV System including an Initial Estimate;

"Initial Survey" means the survey carried out for the purposes of preparing the Initial Quotation;

"Installation" means the installation of the Solar PV System by us under this Agreement. It does not include electrical or upgrade work which you must arrange and for which separate fees and terms apply;

"NC6 Form" means the ESB Networks microgeneration notification registration form, which is to be completed by us;

"Optimisers" means a device that prevents a Solar PV Panel partially shaded from the sun from affecting the rest of the array.

"Order Confirmation" means a notification sent to you confirming your order with us and providing the Final Estimate for the supply, installation and Commissioning of the Solar PV System at your Property;

"Other Microgeneration Form" means one or more of the ESB Networks' microgeneration notification registration form, NC5, NC7, NC8 that is to be completed and funded by you (if required);

"Property" means the buildings and land, which is owned by you, at which the Solar PV System is to be installed;

"Safe Electric" means the statutory regulator scheme for electrical contractors operated by SGS Ireland Limited;

"SEAI" means the Sustainable Energy Authority of Ireland;

"SEAI Requirements" means the requirements set out by the SEAI in relation to Solar PV System installation and commissioning from time to time

"SEAI Solar PV Grant" is the SEAI Solar PV Scheme, which provides grants to eligible applicants towards the purchase and installation of a Solar PV System on a qualifying premises;

"Solar PV Panels" means photovoltaic solar panels which generate electricity, such as silicon or thin film panels. designed, installed, tested, and commissioned in accordance with the SEAI Codes, and other relevant codes, standards and building regulations;

"Solar PV System" means an electric power microgeneration system designed to supply usable solar power by means of photovoltaics supplied, installed and commissioned by us at your Property in accordance with this Agreement; and

"Survey Report" means the report provided by us as to the suitability or otherwise of the Property for the Solar PV System following the Detailed Survey.

2. Our contact details

You can contact our Solar PV team using one of the options below.

- For general enquiries solarinfo@bordgais.ie
- For technical support email solarsupport@bordgais.ie

3. Property ownership and consents

- 3.1.** We will enter into this Agreement on the strict understanding that you are the legal owner of the Property and / or that you have the consent of any persons who have rights over the Property that may be affected by the Installation, including any co-owners. We reserve the right to verify ownership of the Property or any part of it prior to commencing the Installation and you agree that, if requested by us to do so, you will co-operate with these enquiries including, but not limited to, providing all such information and/or documentation, we request.
- 3.2.** Where we are unable to verify ownership of the Property or any part of it to our satisfaction, or you are unable to provide the appropriate consents, we reserve the right to terminate this Agreement with immediate effect in accordance with clause 10.4.i.
- 3.3.** You are responsible for obtaining any planning permissions, consents and/or approvals required for the proposed Installation and ensuring that there are no restrictions in relation to your

Property that may affect the Installation including but not limited to your Property being listed, in a conservation area or in an area of outstanding natural beauty.

- 3.4.** In the event that we carry out any work at your Property before any necessary permissions approvals and/or consents have been obtained, then we shall do so entirely at your risk and you will be responsible for, and we will be able to claim from you, any costs and/or losses reasonably incurred by us.

4. Our contract with you - How you place your order

- 4.1.** Following an enquiry by you, BGE will carry out an Initial Survey of your Property to determine its eligibility for a Solar PV System. Where your Property is eligible for a Solar PV System, BGE will provide you with an Initial Quotation including an Initial Estimate, Deposit amount and a copy of this Agreement (which is also available on our website at <https://www.bordgaisenergy.ie/resources/ts-cs-solar-install-ifa>. All Initial Estimates are indicative only and are not binding on us. The Final Estimate will be confirmed following the Detailed Survey.
- 4.2.** If your Property is not eligible for a Solar PV System, we will inform you of the reasons but will be unable to progress your order any further at that stage.
- 4.3.** If your Property is eligible, in order to progress your order, you will need to pay the Deposit and provide evidence to our satisfaction that you have applied for the SEAI Solar PV Grant if applicable. Once your Deposit and evidence of application have been received, we will issue you with a Deposit Confirmation and a Welcome Pack. An agreement will come into existence between you and us for the Installation of a Solar PV System at your Property once we have sent the Deposit Confirmation.
- 4.4.** Within four (4) weeks from the date of the Deposit Confirmation, our Solar PV team will be in contact with you to schedule a date for a Detailed Survey at your Property. Once the Detailed Survey is complete, we will issue to you a Survey Report, stating the outcome of our assessment and an Order Confirmation including the Final Estimate.
- 4.5.** The Detailed Survey will also advise you of any Additional Works that you will be responsible for completing before Installation can take place. The Final Estimate will not include the costs of any Additional Works. You will be required to provide us with evidential confirmation that any Additional Works have been completed to our satisfaction and failure to do so may delay your Installation. We will have no liability for any damage to your

Property, or for any delays, caused by any extra works including, but not limited to, any Additional Works that you have arranged yourself.

- 4.6.** You are responsible for ensuring that the information provided by you and which is relied on in the Initial Quotation, Survey Report and Order Confirmation is correct and complete. Where it is not this may impact the total price you pay.

5. Price and payment

- 5.1.** The total price is payable in the following stages:
- i. the Deposit amount is payable on acceptance of the Initial Quotation;
 - ii. the remaining balance consisting of the Final Balance in addition to any adjustments required in accordance with clause 5.2 below is payable one week before the scheduled Installation date.
- 5.2.** The Final Estimate will be included in the Order Confirmation. The Final Estimate will not take into account any prospective benefit you may gain from the SEAI Solar PV Grant, and you are liable for the full payment of the Order Confirmation amount to us. The Final Estimate may change in the following circumstances:
- i. if you need more than six (6) months (from the date the Deposit is received by us) to be ready for Installation;
 - ii. where information used to determine the Final Estimate and provided by you which is relied on in the Initial Quotation, Survey Report or Order Confirmation is incorrect or incomplete; or
 - iii. if we identify that unforeseen work and / or changes to the planned Solar PV System is required during the Installation.
- 5.3.** All prices are inclusive of VAT at the current rate at the time of invoicing.
- 5.4.** All payments can be made via bank transfer to the Bord Gáis Energy account number as available in your Welcome Pack, and for which you must include a payment reference number, this being your customer number as indicated in our communications to you.
- 5.5.** The price of the equipment for the Solar PV System may change from time to time, but this will not affect any orders where the Deposit Confirmation has already been sent by us.
- 5.6.** You will only be eligible for payment of the SEAI Solar PV Grant once the full remaining balance has been paid to us, as completion of the grant claim

requires the submission of a payment receipt. We will provide you with the required payment receipt once all outstanding balances have been received by us.

6. Confirming your Installation

- 6.1.** Within four (4) weeks of the date of the Order Confirmation or confirmation that any Additional Works have been completed (whichever is later), we will provide you with a provisional schedule for the delivery of the Solar PV Panels, and a provisional date for roof installation of the Solar PV Panels and electrical installation of the Solar PV System.
- 6.2.** We will contact you again one (1) week before the provisional Installation date, to confirm the schedule dates provided. Payment of the remaining balance will become due on this date. We reserve the right not to install a Solar PV System and cancel this Agreement in accordance with clause 10.4.ii if payment is not received prior to the day of Installation.
- 6.3.** Prior to the Installation, we will provide you with a Handover Pack. We will also submit a NC6 Form and / or Other Microgeneration Form as appropriate to ESB Networks on your behalf. You will be responsible for all fees associated with registration of any Other Microgeneration Form. These will be paid directly by you to ESBN. Any failure by you to attain this registration under any Other Microgeneration Form may delay the Installation.
- 7. Pre-Installation requirements**
- 7.1.** We can only install the Solar PV System if:
- the electrical capacity (e.g. main fuse) can support the additional electrical demands of the Solar PV System; and
 - It is safe to do so.
- If the electrical arrangements or any other circumstance at the Property means it's unsafe to install the Solar PV System, we won't complete the Installation and you will be responsible for resolving the issue to our satisfaction before works by us can continue.
- 7.2.** Our electrical installers and roofing installers will advise on the suitable lay-out and location of the Solar PV System components at your Property.
- 7.3.** Where the installation of the Solar PV System also requires the installation of a Hot Water Diverter, you must ensure that the hot water immersion is on a dedicated circuit from the fuse board to the immersion without a parasitic load attached (for

example a pump, socket). The Hot Water Diverter must also have its own RCD. We will not be permitted to install the Hot Water Diverter if the circuit is not fully compliant with Safe Electric's regulations.

- 7.4.** If the Hot Water Diverter or the circuit is not fully compliant, we will refund the cost of the Hot Water Diverter or organise a callout when you have the circuit rectified (for which a callout charge will apply). We are not responsible for any fault, repair, or replacement of a faulty hot water immersion heater.
- 7.5.** The permanent location of the inverter and any battery, as part of the Solar PV Installation, must be in a suitable location as determined in our Detailed Survey to ensure compliance with manufacturer and SEAI Requirements.
- 7.6.** Our electrical installers may need to adjust the proposed electrical cable run and equipment location. If this is required, we will always do so in consultation with you.
- 7.7.** Our roofing installers may need to adjust the proposed lay out and location for installation of the Solar PV Panels. If this is required, we will always do so in consultation with you.
- 7.8.** If a power-meter is required as part of the Installation, you must provide means for a physical data cable to be connected from the inverter to either the main distribution board or the ESB meter cabinet. If this data cable has to be run underground, you must provide us with a two inch underground ducting. The data cable run must be no more than fifty metres in length. In some cases, where it is not possible to install a hard wiring data cable, a wireless data transmitter could be used as an alternative, which we will provide a quote for separately and shall be in addition to the Final Estimate.
- 7.9.** If an inverter is to be connected to an electrical sub-board, you must ensure that the supply from the main electricity board to the sub-board is at a minimum of thirty-two (32) Amps provided by a six (6)mm cable.
- 7.10.** For any Solar PV Panels partially shaded from the sun, an Optimiser is recommended to be installed. Any and all the costs associated with the installation of an Optimiser are not included in the Final Estimate, unless otherwise agreed in writing with us.
- 7.11.** Costs included in the Initial Quotation and the Final Estimate assume existing circuits are safe and in adequate condition. Any works required to bring these circuits up to standard will be resolved by you as stated in clause 7.1 at your cost.
- 7.12.** If any of the requirements in this clause 7 do not meet the requisite standard, at our sole and absolute discretion, such that we are unable to partly or entirely install the Solar PV System, we shall notify you, and you will have the option to either:
- a) terminate this Agreement and receive a refund of your deposit less the costs of any goods or services we have already provided;
 - b) suspend the Agreement until such time as you rectify the issues (at your own expense). If such issues are not rectified within six (6) months, we may terminate the Agreement.
- 8. Access to the Property and dangerous and unsafe working conditions**
- 8.1.** Prior to the date of Installation you must complete the following to our satisfaction:-
- i. provide unobstructed access at the Property for the delivery and safe temporary storage of the Solar PV Panels and any other necessary installation equipment;
 - ii. have the roof area power washed to remove all loose debris;
 - iii. remove all waste and debris from the working zone;
 - iv. If relevant, ensure that any metal structures with livestock access, whether permanent or temporary, are bonded to the standards required by Safe Electric; and
 - v. make sure you have protected your belongings and that you have moved any valuable or breakable items out of the areas we need access to and into a safe place.
- 8.2.** During the Installation, at all reasonable times including at weekends and on bank holidays, including the remedying of any snagging events or work under guarantee you must:
- i. provide unobstructed access to the roof and all working areas at the Property, to enable work to be carried out and completed, including for the temporary installation of scaffold, access for a boom lift (if required) and suitable space for installers' work vans and installation equipment;
 - ii. keep the Property clear of livestock or domestic animals during the periods for delivery and any works; and
 - iii. make available without charge, access to an electricity supply at the Property.
- 8.3.** If any asbestos needs to be removed, you will need to arrange and pay for a contractor to remove it. As part of this process, you will also need to get a

clearance certificate from an independent competent analyst which you'll need to show us before we can start work at the Property.

- 8.4.** If any of the requirements of this clause 8 are not completed to our satisfaction, access is otherwise inadequate, or we consider that there is a health and safety risk, for example hazardous chemicals, pest infestations, verbal or physical abuse, or harassment, we won't start or continue doing any work at your Property and we reserve the right to delay the Installation until such time as we are satisfied these issues have been resolved or terminate this Agreement in accordance with clause 10.4.iv below.

9. Carrying out the Installation

- 9.1.** We will use reasonable efforts to carry out the Installation as per the provisional schedule, but if we need to rearrange the date of the Installation, we will tell you as soon as we can. If you need to change the date for the Installation you must call us as soon as you are able, and we will try to arrange an alternative date with you. We have no liability for any delay in Installation due to factors beyond our control, including, but not limited to, delays occurring due to applications/granting of permissions/consents and/or adverse weather conditions.
- 9.2.** We will use reasonable endeavours to deliver the Solar PV Panels and other specified equipment to your Property on the delivery day as scheduled. You will be responsible for any damage caused to materials between delivery and Installation.
- 9.3.** Following successful delivery, and on the day of Installation as specified in the schedule, the roof installation team will arrive to mount the Solar PV Panels on your Property. Once mounting of the Solar PV Panels and ancillary items is complete, our electrical installation team will arrive to install the Solar PV System. Once fully installed, the electrical installation team will provide you with and guide you through a Handover Pack, which includes instructions for a Solar PV System reset and the emergency shutdown sequence.
- 9.4.** On the day of delivery and the day or days of Installation, you agree to follow any reasonable instructions we give you in respect of your Property.
- 9.5.** Please note that on the day of electrical installation of the Solar PV System and specifically when the electrical installer is required to make connection to your Property's electricity distribution board, there is likely to be a disruption of electrical supply at your Property.

- 9.6.** Following the Installation, we will upload all relevant Installation paperwork to the SEAI Solar PV Grant claim portal (if applicable). We will also provide you with, via email, a copy of the NC6, RECI Cert and Test Sheet.

- 9.7.** If relevant, to complete your SEAI Solar PV Grant claim, a BER Assessment must be undertaken following installation of the Solar PV System. You are required to arrange the BER Assessment yourself and submit the completed assessment to the SEAI Solar PV Grant claim portal.

10. Termination of this Agreement

- 10.1.** If you confirmed during the Initial Survey that you intend to use the Installation for purposes wholly or mainly outside of your trade, business, craft or profession, you are entitled to a "Cooling Off Period" of fourteen (14) days from the date we receive the Deposit Confirmation and an agreement exists between us, during which you may cancel your order and get a full refund of the paid deposit, or any other payments you have made to us in satisfaction of this Agreement.
- 10.2.** If you confirmed during the Initial Survey that you intend to use the Installation wholly or mainly for your trade, business, craft or profession or you cancel after the Cooling Off Period, you may cancel at any time prior to Installation and we will refund your deposit less any costs we have incurred in preparatory work and administration, including without limitation the price surveys, regulatory submissions or ordering of equipment which cannot be returned and / or incurs cancellation fees.
- 10.3.** If you cancel this Agreement after work commences on the Installation, we'll charge you for work we've already carried out, and/or any goods we've supplied which have already been installed.
- 10.4.** We may terminate this Agreement in the following circumstances:
- i. where you fail to verify your ownership of the Property to our satisfaction in accordance with clauses 3.1 and 3.2 above, in which case your Deposit will be returned subject to deductions for any services or works already completed;
 - ii. where you fail to make any payment or advance payment under this Agreement in which case your Deposit will be returned subject to deductions for any services or works already completed;
 - iii. in accordance with clause 7.12b) where you have failed to resolve any pre-installation requirements required under and in accordance with clause 7 in which case your Deposit will be returned subject to deductions for any services or works already completed;

- iv. in accordance with clause 8.4, where we consider that the working environment at the Property represents a health and safety risk, you shall not be entitled to a refund of your Deposit or any other amounts paid to us;
- v. by convenience on 3 months' notice, in which case you shall be entitled to a full refund of your Deposit and any other amounts paid to us.

11. Credit Check

We reserve the right to make credit and other similar enquiries in respect of our customers before Installation takes place. If these enquiries reasonably lead us to believe that there is a significant risk of payment not being made, we reserve the right at our sole discretion to ask you to make payment of the Final Estimate before Installation takes place and before any works are carried out as well as the full price of any further works identified during the Installation before by telephone or by email of any such request.

14. Defective Products

- 14.1.** In the unlikely event that the Solar PV System fails to operate, please let us know as soon as possible. If the issue cannot be resolved by telephone, we will arrange for an engineer to attend your Property to determine any problem with the Solar PV System, on a date agreed between you and us. If our engineer determines that the Solar PV System is faulty, we will arrange for the Solar PV System to be repaired or replaced, on a date agreed between you and us, at no additional cost to you. If the engineer determines that there is no fault with the Solar PV System or any faults are not as a result of the Installation or other work completed by us, we reserve the right to charge a fee.
- 14.2.** These terms and conditions will apply to any repaired or replacement, whether partially or wholly, Solar PV System we install for you.

15. Warranty

Installation Warranty

- 15.1.** If you become aware of a potential problem within two (2) years of the date we finished the Installation, we will carry out the work again free of charge. In order to verify whether there is a fault with the Installation and to determine whether it is covered by this Warranty, you agree to pay a callout fee in advance of the engineer visiting the Property, such amount to be confirmed to you in advance. If it is found that the issue with the Solar PV System was caused by an issue with the quality of Installation we will refund the callout fee.

these are carried out. If you fail to make any advance payments which we determine are required we may terminate this Agreement.

12. Privacy

We are a data controller of your personal data relating to the sale and installation of the Solar PV System at your Property - you can find our Privacy Notice on how Bord Gáis Energy uses your personal data at: <https://www.bordgaisenergy.ie/resources/data-protection/>

13. Quality Audit

We may request to carry out random quality audits on the work carried out both during and after completion of the Installation. We will notify you either

- 15.2.** For any callouts required after two (2) years a fee will be charged.

- 15.3.** This warranty will not apply and you may be charged a call out fee if:

- i. the fault is caused by neglect, accidental or intentional damage or negligence by you or a third party;
- ii. repairs or modifications have been attempted or carried out by you or a third party who has not been approved by us;
- iii. we reasonably believe the Solar PV System has not been used or maintained in line with instructions from us or the manufacturer; or
- iv. the fault is caused by unrelated faults with the electrical wiring at your Property.

Product Warranty

- 15.4.** The Solar PV System equipment warranty will be provided directly by the manufacturer and be governed by the terms and conditions set by each equipment manufacturer respectively. We will facilitate, on your behalf, any warranty claims and exchanges between you and the manufacturer.

16. Our responsibility for loss or damage suffered by you

- 16.1.** We will use reasonable care and skill when we carry out the Installation and we will use reasonable efforts not to damage your Property. In the event that any damage is caused to your Property as a result of our undertaking the Installation:

- i. you must use reasonable efforts to give written notice of the damage within 90 days of the completion of the Installation (or if any damage is hidden from view, within 90 days

- of the time when you become aware of it); and
- ii. you must give us a reasonable opportunity to repair any damage caused to your Property.

16.2. We will use reasonable efforts to remove dust and other debris that is caused by us during the Installation. We will try to advise you about the areas, which are likely to be affected, and you are responsible for ensuring that any possessions are suitably protected or moved from the areas where the dust or debris is likely to spread.

16.3. We will not under any circumstances, be responsible for;

- i. the cost of repairing any pre-existing faults or damage to your Property or electricity supply that we discover during the Installation;
- ii. any loss caused because you have provided inaccurate or misleading information; or
- iii. any loss suffered as a result of your failure to comply with any part of this Agreement or any instruction given by us or an individual completing the Installation.

17. Limitation of Liability

17.1. We shall not be liable if we are unable to carry out our obligations due to industrial disputes or any other cause outside our reasonable control, including but not limited to Acts of God, explosion, flood, lightning, tempest, frost, inclement weather, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or disorder, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental authority, import or export regulations or embargoes, defaults of suppliers or sub-contractors, or any act or omission of any nature whatsoever on the part of installers or their agents .

17.2. We shall not be liable for any indirect, special, or consequential loss you suffer arising out of or in connection with the provision or non-provision of any goods or services under this Agreement, including but not limited to any lost profit, income, business contracts or goodwill.

17.3. We will not be liable to you if we are prevented or delayed from complying with our obligations under this Agreement by anything you or anyone acting on your behalf does or fails to do.

17.4. We will have no liability for any loss caused or contributed to by your continued use of the Solar PV System after any defect and/or damage to the Solar PV System has become apparent or suspected or should reasonably have become apparent to you.

17.5. We will have no liability for defects in the Installation and/or Solar PV System caused or contributed to by you to the extent so caused and/or contributed to by you.

17.6. We shall not be liable if any work is carried out on the Installation by any other party, other than by us . Any such action will give us the immediate right to terminate this Agreement. You agree to indemnify us and keep us indemnified in respect of any actions, claims or proceedings brought against us and all loss, damage, costs and expenses which we may incur as a consequence of any work carried out on the Installation, appliance or system by any party other than by us or our agents.

18. Complaints/Queries

If you have any questions or complaints about the Solar PV System, product or the Installation, please email us at solarinfo@bordgais.ie. We take any complaint seriously and we'll do our best to resolve the issue right away. If we need more time to investigate, we will inform you and keep you updated.

19. General Terms

19.1. To the extent they apply to you, nothing in this Agreement shall exclude or limit any of your statutory rights which may not be excluded or limited if you are acting wholly or mainly outside of your trade, business, craft or profession. Any provision which would be void under any consumer protection legislation or other legislation shall to that extent have no force or effect.

19.2. If any court or competent authority decides that any of the provisions of this Agreement are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

19.3. You may not transfer or sub-contract any of your rights or obligations under this Agreement to a third party.

19.4. We may, at any time, assign and transfer or sub-contract all or any of our rights and obligations under this Agreement to another person or organization, but this will not affect your rights under this Agreement.

19.5. This Agreement, and any dispute arising out of it (including any non-contractual disputes or claims) shall be governed by the laws of Ireland.