

## **Bord Gáis Energy Terms and Conditions of Sale and Installation of Solar PV Panels under SEAI Medically Vulnerable Scheme ("the Agreement")**

### **These Terms**

These are our standard terms and conditions for the sale and installation of your Solar PV System under the SEAI Medically Vulnerable Scheme. They tell you important information, like 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"** refer to any services, products or works requested or agreed upon by the customer that exceed the Solar PV System defined by the SEAI Medically Vulnerable Scheme.

**"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;

**"Installer"** means the company contracted by Bord Gáis Energy to provide all activities relating to the fulfilment of the SEAI MV Scheme including but not limited to completion of the Survey, preparation of the Proposal and Handover Pack, and completion of the Solar PV Installation.

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

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

**"Optimisers"** means a device that prevent 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 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);

**"Priority Services Register"** means the register for customers who are critically dependent on electrically powered equipment, which shall include, but is not limited to, life protecting devices, assistive technologies to support independent living and medical equipment.

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

**"Proposal"** means the proposal and design of the Solar PV Installation. This will not include reference to any Additional Works required as set out in the Order Confirmation;

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

**"SEAI"** means the Sustainable Energy Authority of Ireland, a statutory corporation established pursuant to Section 4 of the Sustainable Energy Act 2002;

**"SEAI MV Scheme"** means a targeted scheme run by the SEAI for the installation of Solar PV Panels for vulnerable customers/households who are registered on the life support category of the Priority Services Register maintained by ESB Networks as at 22 November 2022;

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

**"Solar PV 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 separately, to which separate fees and terms will apply;

**"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; and

**"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. For the SEAI MV Scheme, each Solar PV System shall consist of at least a 2kWp Solar PV system, installed in accordance with SEAI Quality Standards.

**"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;

**"Survey Report"** means the report produced by the Installer following the Survey as to the suitability or otherwise of the Property.

## 2. Our contact details

You can contact our Solar PV team using: [BGEMVsolareenquiries@bordgais.ie](mailto:BGEMVsolareenquiries@bordgais.ie)

## 3. Eligibility

- 3.1. Whether or not you are eligible to participate in the Scheme will be determined by the SEAI at the application stage. A homeowner may be eligible to participate in the SEAI MV Scheme if: (a) he/she, a member of their household, or one of their tenants, is registered in the life support category of the Priority Services Register maintained by ESB Networks as at 22 November 2022; and (b) the relevant property was built and occupied on or before 31 December 2020 and is suitable to receive a Solar PV Installation. If the SEAI determines that you are eligible to participate in the SEAI MV Scheme, the Works will be carried out at no cost to you. Where you are advised to undertake any Additional Works pursuant to clause 5.5 you will be responsible for any further costs associated with any Additional Works required.

## 4. Property ownership and consents

- 4.1. 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 Solar PV Installation, including any co-owners. We reserve the right to verify ownership of the Property or any part of it prior to commencing the Solar PV Installation and you agree that, if requested by us to do so, you will co-operate with these enquiries to include, but not limited to, providing all such information and/or documentation that we may request from you.
- 4.2. 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 10.2.i.
- 4.3. You are responsible for obtaining any planning permissions, consents and/or approvals required for the proposed Installation and for ensuring that there are no restrictions in relation to your Property that may affect the Solar PV Installation including, but not limited to, your Property being listed in a conservation area or in an area of outstanding natural beauty.
- 4.4. In the event that we carry out any work at your Property before any necessary permissions, approvals and/or consents have been obtained, then the works will be carried out entirely at your risk and you will be fully responsible for, and we will be able to claim from you, any, fees, charges, penalties, costs and/or losses reasonably incurred by us.
- 4.5. By entering into these Terms and Conditions you hereby confirm that you consent to the Solar PV Installation under and in accordance with the SEAI MV Scheme.

## **5. Our contract with you - How you place your order**

- 5.1.** Following an enquiry by you, the Installer will carry out a Survey of your Property to determine its eligibility for a Solar PV System and to obtain information required to complete the design of a suitable Solar PV System. Where your Property is eligible for a Solar PV System, the Installer will provide you with a Proposal and a copy of this Agreement (which is also available on our website).
- 5.2.** 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.
- 5.3.** If your Property is eligible, in order to progress your order we will issue you with a detailed Survey Report, stating the outcome of our assessment and an Order Confirmation. An agreement will come into existence between you and us for the Solar PV Installation at your property once we have been sent the Order Confirmation.
- 5.4.** The Survey Report will also advise you of any Additional Works that you will be responsible for completing before Solar PV Installation can take place. The Proposal will not include the costs of any Additional Works and you will be required to pay for any further costs associated with any Additional Works required. 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 Solar PV Installation. We will have no liability for any damage to your Property, or for any delays, caused by any extra works that you have arranged yourself.
- 5.5.** You are responsible for ensuring that the information provided by you and which is relied on in the Proposal, Survey Report and Order Confirmation is correct and complete.

## **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 System, and a provisional date for the Solar PV Installation.
- 6.2.** We will contact you again one (1) week before the provisional Solar PV Installation date, to confirm the schedule dates provided.
- 6.3.** Prior to the Solar PV 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.

## **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.
- 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 Solar PV Installation and you will be responsible for resolving the issue to our satisfaction before works by us can continue.

- 7.2.** Our Installers will advise on the suitable lay-out and location of the Solar PV System components at your Property.
- 7.3.** The permanent location of the inverter, as part of the Solar PV Installation, must be in a suitable location as determined in our Survey to ensure compliance with manufacturer and SEAI Requirements.
- 7.4.** On the day of the Solar PV Installation our 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.
- 7.5.** On the day of the Solar PV Installation our 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.

- 7.6.** 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.
- 7.7.** Any works required to bring existing circuits up to standard will be resolved by you as stated in clause 7.1 at your cost.
- 7.8.** If any of the requirements in this clause 7 are not met to our satisfaction 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;
  - 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 Solar PV 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. remove all obstacles from the working zone;
- iv. 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 Solar PV 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 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 an evident 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 in your Property and we reserve the right to delay the Solar PV Installation until such time as we are satisfied these issues have been resolved or terminate this Agreement in accordance with clause 10.2.iii below.

## **9. Carrying out the Solar PV Installation**

- 9.1.** We will assign either a Bord Gáis Energy service engineer or one of our approved sub-contractors to carry out the work. All of our sub-contractors are approved by us and are fully qualified. All of our service engineers and sub-contractors carry identity cards.
- 9.2.** We will use reasonable efforts to carry out the Solar PV Installation as per the provisional schedule, but if we need to rearrange the date of the Solar PV Installation, we will tell you as soon as we can. If you need to change the date for the Solar PV 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.
- 9.3.** 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 Solar PV Installation.
- 9.4.** Following successful delivery, and on the day of Solar PV Installation as specified in the schedule, the Installers will arrive to mount the Solar PV Panels on your Property. Once mounting of the Solar PV Panels and ancillary items is

complete, Installers will complete the electrical aspects of the Solar PV Installation. Once fully installed, the Installers 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.

- 9.5. On the day of delivery and the day or days of Solar PV Installation, you agree to follow any reasonable instructions we give you in respect of your Property.
- 9.6. Please note that on the day of electrical installation of the Solar PV System and specifically when the 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.
- 9.7. Following the Solar PV Installation, we will upload all relevant Solar PV 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.
- 9.8. Under the terms of the SEAI MV Scheme, a Building Energy Rating (BER) assessment must be undertaken following installation of the Solar PV System, which we will arrange. You are required to make your Property available for this to take place.

## 10. Termination of this Agreement

- 10.1. If you confirmed during the Survey that you intend to use the Solar PV 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 an agreement exists between us, during which you may cancel your order.
- 10.2. 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 4.1 and 4.2 above;
  - ii. in accordance with clause 7.8b) where you have failed to resolve any pre-installation requirements required by clause 7 d;
  - iii. in accordance with clause 8.4, where we consider that the working environment at the Property represents a health and safety risk;

## 11. 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/>

## 12. Quality Audit

Bord Gáis Energy and/ or the Installer may request to carry out random quality audits on the work carried out both during and after completion of the Solar PV Installation. We will notify you by telephone of any such request.

## 13. Defective Products

- 13.1. In the unlikely event that the Solar PV System fails to operate within two (2) years of the date we finished the installation, please let the Installer 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 Solar PV Installation or other work completed by the Installer, we reserve the right to charge a fee.
- 13.2. These terms and conditions will apply to any repaired or replacement, whether partially or wholly, Solar PV System we install for you.

## 14. Warranty

### Installation Warranty

- 14.1.** If you become aware of a potential problem within two (2) years of the date the Installer finished the installation, the Installer will carry out the work again free of charge. In order to verify whether there is a fault with the Solar PV 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 Solar PV Installation we will refund the callout fee.
- 14.2.** For any callouts required after two (2) years a fee will be charged.
- 14.3.** 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**

- 14.4.** 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.
- 15. Our responsibility for loss or damage suffered by you**
- 15.1.** We will use reasonable care and skill when we carry out the Solar PV 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.
- 15.2.** We will use reasonable efforts to remove dust and other debris that is caused by us during the Solar PV 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.
- 15.3.** 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.

#### **16. Limitation of Liability**

- 16.1.** 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 .
- 16.2.** 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.
- 16.3.** 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.

- 16.4. 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.
- 16.5. We will have no liability for defects in the Solar PV Installation and/or Solar PV System caused or contributed to by you to the extent so caused and/or contributed to by you.
- 16.6. We shall not be liable if any work is carried out on the Solar PV Installation by any other party, other than by us or a subcontractor acting on our behalf. 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.

#### 17. **Complaints/Queries**

If you have any questions or complaints about the Solar PV System, product or installation, please email us at [BGEMVsolareenquiries@bordgais.ie](mailto:BGEMVsolareenquiries@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.

#### 18. **General Terms**

- 18.1. 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.
- 18.2. 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.
- 18.3. You may not transfer or sub-contract any of your rights or obligations under this Agreement to a third party.
- 18.4. 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. For the avoidance of doubt, we reserve the right to use sub-contractors to carry out all or any part of the works to be provided pursuant to this Agreement.
- 18.5. This Agreement, and any dispute arising out of it (including any non-contractual disputes or claims) shall be governed by the laws of Ireland.