

TERMS OF USE

TERMS OF USE

1. These Terms of Use govern the terms on which you may access and make use of the Dwelling Energy Assessment Procedure (**DEAP**). Use of DEAP includes registering, accessing, browsing, inputting data and/or registering to use DEAP. Other terms may apply to the use of DEAP, in addition to these Terms of Use.
2. Please read these Terms of Use carefully before you start to use DEAP as these will apply to your use of DEAP.

PURPOSE OF DEAP

3. DEAP is the Irish official procedure for calculating and assessing the energy required for space heating, ventilation, water heating and lighting, less savings from energy generation technologies for residential property. DEAP calculates the annual delivered energy consumption, primary energy consumption and carbon dioxide emission for standardised occupancy.
4. The DEAP methodology and software are used to generate Building Energy Rating Certificates (**BER**) and Advisory Reports, which became compulsory for all dwellings being offered for sale or rent from 1st January 2009, and for new dwellings (construction of which commenced on or after 9th January 2013) being occupied for the first time. The advisory report contains recommendations for the cost-effective improvement of the energy performance of the building.
5. DEAP is also used to demonstrate compliance with elements of the Part L of the Building Regulations for new dwellings.
6. A BER is based on the characteristics of major components of the dwelling (wall, roof and floor dimensions, window and door sizes and orientations) as well as the construction types and insulation, ventilation and air tightness features, the system for heat supply (including renewable energy), distribution and control, and the type of lighting. It covers annual energy use for space heating, water heating, ventilation, lighting and associated pumps and fans, calculated on the basis of a notional family with a standard pattern of occupancy.
7. A BER is only an indication of the energy performance of a house (represented as kWh/m²/annum). Actual energy performance will depend on how the occupants operate the house. A BER does not cover electricity used for purposes other than heating, lighting, pumps and fans. Cooking, refrigeration, laundry and other appliance use is not included.
8. BER assessments are published by BER Assessors who have completed training under the National Framework of Qualifications, passed the national domestic BER examination and registered with Sustainable Energy Authority Ireland (**SEAI**). BER Assessors are responsible for ensuring that, within reason, the data compiled and inputted to SEAI approved calculation

software and all other related and recorded calculations are an accurate representation of all characteristics relevant to the energy performance of the building. SEAI has established and manages a quality assurance system to monitor the performance of BER Assessors.

9. BER records are published on the BER Register, which is defined in S.I. 243 of 2012 as the database of BER records and related data or documents established, operated, maintained and owned by the Issuing Authority (SEAI).
10. Anonymised BER records are made available through the BER Research Tool. These have been modified to comply with data protection and other applicable legislation. It is hoped that by making this database available to researchers and the general public, more in-depth analysis will be facilitated to enhance our understanding of the current state of Ireland's building stock and the potential for its improvement to reduce energy and CO₂ emissions from within the sector.
11. DEAP is not the appropriate platform or measurement tool for assessing the energy efficiency of commercial property.

ACCESS AND USE

12. Access to DEAP is provided to 3 categories of person (**DEAP Users**):

- a. **BER Assessors**

Each BER Assessor is provided with a DEAP account upon registration as BER Assessors. For the purpose of these Terms of Use, a "**BER Assessor**" shall mean a person or entity that has completed training under the National Framework of Qualifications, passed the national domestic BER examination and registered with SEAI.

- b. **BER End User**

The BER Assessors can grant limited access to their clients in relation to specific properties only (**BER End User**), for the purposes of reviewing and verifying the information that the BER Assessor has input into DEAP.

Once access has been granted by the BER Assessor to the BER End User, the BER End User will receive a link and subject to the BER End User accepting these Terms of Use of DEAP and providing certain information, the BER End User will be granted access to DEAP.

- c. **Self Assessors**

Users other than BER Assessors can register for limited access to DEAP (**Self Assessor**). Access is granted to Self Assessors to allow them access to limited information to facilitate demonstration of compliance with building regulations, studying to become a BER Assessor and conducting research. Self Assessors are not granted access to the facility that generates BER Certificates.

Subject to the Self Assessor accepting these Terms of Use of DEAP and providing certain information, the Self Assessor will be granted access to DEAP.

13. All DEAP Users, other than BER Assessors, who wish to receive access to DEAP, will be required to provide SEAI with details on the registration page in order to obtain access to DEAP and its content.
14. Each DEAP User hereby acknowledges, agrees and confirms that:
 - a. he/she/it will adhere to these Terms of Use at all times;
 - b. all information provided to SEAI through DEAP and the Website and Platform is true, accurate, complete and not misleading in any way;
 - c. SEAI makes no representations and/or warranties whatsoever, express or implied, with respect to DEAP;
 - d. DEAP may be used for personal, research or education purposes and for commercial purposes by the BER Assessors and those demonstrating compliance with the building regulations and legislation;
 - e. the equipment and devices necessary to access DEAP shall be provided and be maintained by you solely at your expense. If you access DEAP through a mobile device, you may be charged by your mobile service provider for data consumption on your device;
 - f. compliance with these Terms of Use (as may be amended and supplemented from time to time at the sole discretion of SEAI) is designed to minimize the risk of unauthorised use of DEAP;
 - g. If you are provided with a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party;
 - h. SEAI will not be liable to you if for any reason DEAP is unavailable at any time or for any period; and
 - i. to the fullest extent permitted by law, you will be liable for any liability, loss, costs and/or damages to SEAI or any third party as a result of your failure to adhere to these Terms of Use.
15. Each BER Assessor acknowledges and agrees that these Terms of Use are in addition to Building Energy Rating (BER) Assessors and Display Energy Certificates (DEC) Assessors Code of Practice (**Code**). In the event of a conflict between these Terms of Use and the Code, the Code shall prevail.
16. You must not use DEAP in any way that causes, or may cause, damage to DEAP or impairment of the availability or accessibility of DEAP or in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
17. You must not use DEAP to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

INTELLECTUAL PROPERTY RIGHTS

18. A DEAP User may only use DEAP for the purposes set out in clauses 12 - 17 (Access and Use).
19. Reproduction, copying, modification, alteration, or adaptation of part or all of the contents of DEAP (including any graphics or trademarks) in any form is prohibited without SEAI's prior written consent, other than such documentation that you are authorised by SEAI to print or download.

20. Save for where otherwise specified, all intellectual property rights in, and contents of, DEAP, the DEAP website (<https://deap.seai.ie>), the DEAP platform and the SEAI website (www.seai.ie) (**Websites and Platform**) are owned by SEAI. SEAI or its suppliers retain all right, title, and interest in and to DEAP and the Websites and Platform, including all copyrights, patents, trade secrets, trademarks, and other intellectual property rights. SEAI reserves all rights not expressly granted. These Terms of Use do not grant or imply any rights to any SEAI, BER or supplier trademarks, trade names, or logos. Any rights not expressly granted herein are reserved.
21. For the avoidance of doubt, BER Assessors are authorised to use DEAP in line with the provisions of the Code.
22. SEAI owns all intellectual property rights in the domain names <https://deap.seai.ie> and www.seai.ie. SEAI takes cybersquatting very seriously. Please notify any suspected incidents to info@seai.ie.

SUSPENSION OF SERVICES

23. In the event of disruption to, or a failure, unavailability, fault or malfunction of, or connected to DEAP, or where there is a real or potential security risk, SEAI shall be entitled, without incurring any liability to you, to temporarily suspend the relevant access to DEAP for such period as may be required to remedy, address or resolve the system issue.
24. SEAI may also suspend DEAP as required for maintenance (whether emergency or planned) or upgrade work. You further agree and acknowledge that your access to DEAP and/or your user account may be suspended or terminated where SEAI reasonably believes that it has been used unlawfully or fraudulently, without notice to you.
25. SEAI will not be liable to you if for any reason DEAP is unavailable at any time or for any period.

SECURITY, MAINTENANCE AND AVAILABILITY

26. You agree, acknowledge and accept that electronic communications, the internet, telephone lines or SMS-based telecommunications media may not be secure and communications via such media may be intercepted by unauthorised persons or delivered incorrectly. As a consequence, SEAI cannot guarantee the privacy or confidentiality of communications via such media although it will (and shall procure that its service providers will) put in place appropriate security measures to protect these methods of communications.
27. From time to time it may be necessary or desirable for security reasons, maintenance (whether emergency or planned), upgrades or other reasons to:
 - a. make certain parts or all of DEAP or the website unavailable to you; and/or
 - b. withdraw, replace or reissue your password; and/or
 - c. change authentication procedures or processes for accessing DEAP while using reasonable endeavours to minimise any inconvenience caused.

28. You acknowledge and agree that these events may occur and that SEAI bears no liability to you or any end user when such events occur.
29. Where SEAI changes the authentication procedures for accessing DEAP or the services therein, notwithstanding any other terms or agreements, SEAI may introduce these procedures by giving instructions to you by email in respect of which such procedures are being introduced.

DATA PROTECTION STATEMENT

30. Your data is held by the SEAI. For more information about SEAI, please see our annual report at <https://www.seai.ie/>.
31. The information we collect about you, includes:
 - a. data to identify you, including your contact information;
 - b. in some instances, we may hold information about you, which was provided by others e.g. BER Assessors; and
 - c. other information which you have consented to us using.
32. Sometimes SEAI may use your information even though you are not a user. For example, you may be a homeowner who has had a BER assessment carried out on your home for which a BER certificate has subsequently been issued.
33. We collect information that:
 - a. you give us;
 - b. information from your use of our services or website; and
 - c. information provided to us by third parties.
34. We will use, and share, your data where:
 - a. you have agreed or explicitly consented to the using of your data in a specific way (and you may withdraw your consent at any time);
 - b. where use is necessary in relation to a service or a contract that you have entered into (e.g. a BER assessment on your home or activities associated with your registration as a BER Assessor);
 - c. where use is necessary for compliance with a legal obligation (e.g. to comply with our obligations under S.I. No. 243/2012 - European Union (Energy Performance of Buildings) Regulations 2012); and/or
 - d. or where use is necessary for the performance of a task carried out in the public interest (e.g. such tasks which is provided for under the Sustainable Energy Act 2002).
35. When providing the DEAP service, we may share your information with our service providers who provide us with support services, and third parties with whom we need to share your information for the sole purpose of publication of valid BER certificates and demonstration of compliance with Building Regulations. Further information on the purpose of DEAP is provided in Section 1.

36. How long we hold your data is subject to legislative requirements, where that data has been provided to us in support of a BER certificate. Where the data you shared was for the sole purpose of access to and use of DEAP, it will not be retained after you close and delete your account.
37. You are free to close your account at any time by contacting the BER Helpdesk by e-mail at registered@ber.seai.ie for BER Assessors and at info@ber.seai.ie for all other DEAP users.
38. If you do not provide data to us, you may not be able to register an account and use DEAP, and where your data is required for the issuing of a valid BER certificate, a failure to provide this data may result in the BER certificate being revoked or not being processed.
39. From 25 May 2018, users will have several enhanced rights in relation to how we use your information, including the right, without undue delay, to:
- find out if we use your information, access your information and receive copies of your information;
 - have inaccurate/incomplete information corrected and updated;
 - object to particular use of your personal data for direct marketing purposes;
 - in certain circumstances, to have your information deleted or our use of your data restricted;
 - in certain circumstances, a right not to be subject to solely automated decisions and where we make such automated decisions, a right to have a person review the decision; and/or
 - to withdraw consent at any time where processing is based on consent.
40. If you wish to exercise any of your data rights, and to contact the Data Protection Officer about any questions you may have about how we use your data, you can contact us at <https://www.seai.ie/legal-and-privacy/>, by post to Data Protection Officer, SEAI, Wilton Park House, Wilton Place, Dublin 2, by e-mail to dataprotection@seai.ie or by contacting us at 01 808 2100.
41. You also have a right to complain to the Data Protection Commissioner or another supervisory authority. You can contact the Office of the Data Protection Commission at:
- Telephone: +353 (0)761 104 800 or Lo Call Number 1890 252 231
Fax: +353 57 868 4757
E-mail: info@dataprotection.ie
Postal Address: Data Protection Commission, Canal House, Station Road, Portarlington, R32 AP23, Co. Laois.

NO WARRANTIES

42. DEAP is provided “as is” without any representations, warranties, express or implied.
43. The majority of information contained on DEAP has been provided to SEAI by BER Assessors and is based on the assessments carried out by those BER Assessors. SEAI does not warrant, guarantee and/or make any representation regarding the accuracy, completeness,

correctness and/or reliability of the information contained on DEAP and/or information provided via the Websites and Platform.

44. SEAI takes no responsibility for errors of any kind in DEAP and/or in the Websites and Portal, nor for any misinterpretation of the data by a recipient.
45. Nothing on DEAP constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal or other matter, you should consult an appropriate professional. Notwithstanding that the advisory report makes reference to measures that could be undertaken to improve the energy efficiency of a home, you should consult an appropriately qualified professional before undertaking any works. Advisory reports are prepared by BER Assessors and not by SEAI.

SEVERABILITY

46. The provisions of these Terms of Use will be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof.

LIMITATION OF LIABILITY

47. SEAI shall not be liable for any loss or damage of any nature whatsoever, including but not limited to lost profits, loss of use or incidentals, consequential, punitive or exemplary damages caused to any person as a result of the use of the DEAP or the information contained therein.

UPDATES

48. We will update the Terms of Use from time to time. Any updates will be made available on this website <https://deap.seai.ie>.

GOVERNING LAW

49. These Terms of Use shall be governed by Irish law and the jurisdiction of the Irish courts will apply to settle any dispute that may arise out of or in connection with these Terms of Use.

Dated: 17.05.2018