

**Better Energy Communities Programme 2016**  
Delivering Energy Efficiency to Communities

Call for Proposals

Application Guidelines

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#### **IMPORTANT NOTICES**

- It is the responsibility of each applicant to ensure that they have read and fully understood, the Application Guide, the Application Form and the accompanying Technical Workbook before submitting the signed Application Form. Failure to fully adhere to the provisions of this Application Guide and the Application Form will result in application refusal, grant offer revocation or grant claim refusal, depending on the particular status and stage of the application.
- SEAI accepts no liability or responsibility, whether for breach of contract, negligence or otherwise, in respect of any claim or cause of action arising out of, or in relation to, any equipment, product, work, system or installation in respect of which grant approval was given by SEAI.
- The Better Energy Communities programme 2016 is subject to any state aid clearances required from the Commission of the European Union and any consents, clearances or licenses which might be required from any other competent body. SEAI reserves the right to alter or amend any aspect of this programme as a consequence of any directions, conditions or requirements of any such consents, clearances or licenses.

## PREFACE

The Sustainable Energy Authority of Ireland (SEAI) is delighted to announce the launch of the Better Energy Communities (BEC) programme for 2016.

[The 2015 programme](#) was highly competitive, with many projects delivering significant benefits to local communities and achieving award-winning results. BEC-funded projects like the innovative [Clonakilty Community Bike Scheme](#) and [Údarás na Gaeltachta's flourishing 'Energy Management Bureau'](#) were recognised at the [Sustainable Energy Awards](#) for outstanding performances in collaboration and community work. We expect equally exciting energy efficiency improvements to be realised in communities across the country in 2016. This year, there will be special focus on ensuring that projects are financially sustainable.

The following guidelines aim at helping interested parties to create the best applications for their projects by outlining the necessary criteria and documentary requirements, as well as offering helpful advice, contacts and resources for those preparing to apply.

Contact details for the organisers are available on page 30 of these guidelines. Please do not hesitate to get in touch about prospective ventures. We would be delighted to discuss the feasibility and financing possibilities of all proposals, and look forward to working with you to make good ideas become great projects.

## 1 OVERVIEW

### 1.1 About SEAI

SEAI has a mission to play a leading role in transforming Ireland into a society based on sustainable energy structures, technologies and practices. To fulfil this mission SEAI aims to provide well-timed and informed advice to Government, and deliver a range of programmes efficiently and effectively, while engaging and motivating a wide range of stakeholders and showing continuing flexibility and innovation in all activities. SEAI's actions will help advance Ireland to the vanguard of the global green technology movement, so that Ireland is recognised as a pioneer in the move to decarbonised energy systems.

SEAI is financed by Ireland's Structural Funds Programme, which is co-funded by the Irish Government and the European Union (EU).

### 1.2 The Better Energy Communities programme

Better Energy is Ireland's national retrofit initiative aimed at **upgrading building stock and facilities** to high standards of **energy efficiency** and **renewable energy usage**, thereby reducing fossil fuel usage, energy costs and greenhouse gas emissions.

By supporting project structures that can be easily replicated, Better Energy hopes to showcase retrofit project models that can be implemented without SEAI support in the future.

As part of this initiative, the BEC programme supports new approaches to achieving high quality improvements in energy efficiency within Irish communities. By bringing together groups of buildings under the same retrofit programme, BEC projects facilitate community-wide energy improvements more efficiently and cost effectively than might otherwise be possible.

The programme focusses on **improving the energy efficiency of Ireland's building stock** and **supporting the use of renewable energy** through:

- Delivering a **cost-effective** approach to boosting the energy efficiency of **low income houses in mixed ownership estates**;
- Promoting the use of **energy contracting** for **non-residential** retrofits;
- **Demonstrating sustainable financing mechanisms** to fund retrofits and harness project savings;
- Creating **innovative partnership approaches** that facilitate community access to existing local resources, thereby boosting and sustaining the impact of BEC support;
- Stimulating **employment** through sustainable energy upgrading projects;
- Supporting small scale **renewable energy** projects.

In 2016, the programme will put particular emphasis on:

- Encouraging the **participation of SMEs** in energy efficiency projects through the addition of specially targeted funding; and
- Developing **exemplary frameworks for sustainably funding retrofits**.

### 1.3 The Sustainable Energy Communities network

SEAI is also inviting interested communities to sign up to the [Sustainable Energy Communities \(SEC\) network](#), which complements the SEAI BEC programme.

The SEC network is a support framework designed to enable a better understanding of how communities use energy, and to identify opportunities to save energy across all sectors. The network's core purpose is to build energy capacity and competencies in communities across Ireland.

By joining the network, you are indicating your group's commitment to knowledge-sharing with SEC members and to developing and implementing sustainable energy initiatives.

The first step in your group's SEC journey is to apply to enter a three-year partnership agreement with SEAI. Over this timeframe, your group can access SEAI technical supports to help you to identify a plan, implement a tailored programme of activities for your community, monitor the programme's progress, and review accordingly. You may also apply for dedicated SEAI funding to help your group to achieve its SEC ambitions.

### 1.4 Eligible projects

This year, the BEC programme aims at funding a comprehensive suite of projects that delivers energy savings to a range of homeowners and communities and includes the **participation of SMEs**. All projects applying for BEC funding should be **community oriented**, include a **cross-sectoral approach** and demonstrate an ability to **sustainably finance** the proposed project.

A **partnership approach** is essential for successful application. Interested parties should seek partnership from organisations that fall into the **Eligible categories**. These partnerships can be assisted by SEAI if required (see page 13). Innovative and pioneering **partnerships for delivery between sectors**, such as collaborations between public and private sectors, residential and non-residential sectors, commercial and not-for-profit organisations, financing entities and energy suppliers, are of particular interest. Projects that are part of a larger energy efficiency project or engage with other SEAI programmes are welcome.

**Single-focus projects**, such as projects that focus exclusively on domestic upgrades, single tenure projects, or single technology upgrades, will **not** achieve high scores and are therefore unlikely to be successful.

#### Eligible categories

**All applications should include more than one of the following categories.**

- **Cross-sector projects** for increasing the energy performance of **buildings, community facilities and transport systems**
- **Residential housing upgrades** to stock built prior to 2006 (see page 19 for more detail)
- **Private sector** non-residential building works (see page 20 for more detail)
- **Commercial organisations, particularly SMEs** (see page 21 for more detail)
- **Voluntary organisations** (see page 21 for more detail)
- **Community-based organisations** (see page 21 for more detail)
- **Public sector** non-residential works (see page 21 for more detail)

Individual organisations and Project Coordinators are permitted to submit more than one application for support, but **projects should be bundled where appropriate**. Where multiple applications are submitted it is essential that **sufficient resources** to deliver on **all the projects outlined** are identified in the Application Form. All works proposed for an individual facility/address must be contained within one application.

## 1.5 Evaluation

Applicants seeking funding in 2016 will be assessed within the following funding bands:

- a) Projects requesting less than €50,000;
- b) Projects requesting greater than €50,000

**Note** Projects requesting greater than €250,000 must be approved by the board of SEAI. It is SEAI's intention to limit the value of funding for any one project to €1,000,000.

Projects within each band will be evaluated against one another using a fixed set of **Evaluation criteria**. Regardless of their respective funding bands, only the highest scoring applicants will be awarded funding.

### Evaluation criteria

- a) **Value for money** The project's **value for money** will be assessed in terms of **energy savings relative to the cost** of implementation and the cost of funding by SEAI, and/or **percentage performance gains** relative to an appropriate reference.

Points will be awarded for **value** of the investment **to the Irish State, i.e. cost per kWh saving**. The demonstration of **a clear methodology for the calculations and estimate of savings** will be assessed as part of this criterion.

(25 marks)

- b) **Partnership** The project's ability to inform longer term initiatives for activating energy retrofit investment is a chief concern. In view of this, each project will be assessed in terms of its **collaborative delivery models**, including the **associated contractual mechanisms** based on the **principles of partnership and devolved delivery** (involving community groups, existing networks, clubs, etc.). The **number of partners** and the **innovation of the collaboration** will also be considered.

(25 marks)

- c) **Innovation and technical application** The programme is seeking projects that take an **integrated approach** to improving the energy efficiency of a community. Points will be awarded in this category for **efficient and innovative technological application across multiple solutions, buildings, or sites**. The **originality** and **rigour** of the **organisational delivery model with regard to finance, procurement and/or contractual mechanism** will also be assessed.

Points will be awarded for the financial sustainability of the project, and for the **ability to leverage funding** from non-State sources such as local resources and sector-specific financing opportunities. The ability to **address technological and non-technological barriers** and thereby assist progress towards sustainable energy targets will also be considered.

(25 marks)

- d) **Quality and delivery** The **quality** and **replication value** of the project will be considered under this category through an assessment of the **proposed solution** and its **demonstration value**. Consideration will be given to the viability of the project plan through an analysis of the **project management, demonstrated organisational commitment, milestones** and **capability to complete the project to programme standards by the deadline**. Previous experience in delivering similar projects will also be considered.

(25 marks)

## 1.6 Funding levels

Listed below are the maximum available funding levels for each component of a community project. For more information on structuring projects that include both residential and non-residential elements, see Section 2, page 13.

Residential	Home type		BER
	Private energy poor	Up to 80%	
	Private non-energy poor	Up to 35%	
	Local Authority homes	Up to 35%	n/a
	Housing Association homes	Up to 50%	

Non-Residential	Not-for-profit/community	Up to 50%	-
	Private and public sector	Up to 30%	-
	Public sector (exemplar)	Up to 30% ≤ 50%	-

It is SEAI's intention to limit the value of funding for any one project to €1,000,000.

The grant support percentage is based on the function of the facility that is being upgraded. If, for example, a not-for-profit is working with an Energy Service Company (ESCO) the facility can avail of 50% grant aid.

Please note that all homes require a pre- and post-works [building energy rating \(BER\)](#) to be completed and published. For information on financial support for this task, please see page 11.

For more information on available funding look for the relative components of your project under Section 2, page 13.

## 1.7 Eligible energy upgrades

The following energy efficiency upgrades are eligible for funding as part of a BEC project.

### Eligible works

- **Technological improvements** Technological improvements, such as boiler replacement or controls upgrades, that boost energy efficiency significantly, are eligible.
- **Fabric upgrades** This includes wall insulation as well as energy-smart walls and doors. In the case of insulation work on homes, an optimal whole-element solution must be implemented. Partial solutions will not be eligible for grant support without prior agreement. More information can be found [here](#).
- **Renewable energy solutions** Renewable energy solutions like wind turbines, biomass plants, and photovoltaic systems are eligible where included as part of a broader retrofit.
- **Energy efficient lighting** Lighting projects for buildings are only eligible as part of a broader retrofit. Public lighting projects are eligible where 'Energy-smart' lighting is proposed.
- **Heat recovery solutions**
- **Micro generation**
- **Smart metering**
- **Energy upgrades to homes constructed prior to 2006**

**This is not an exhaustive list. If you are unsure which aspects of your project are eligible for inclusion, please contact us. Contact details are available on page 30.**

## 1.8 Eligible costs

Payment of the grant is retrospective. Potential funding recipients will be required to demonstrate in all cases, and at application stage, that they have the necessary funding streams in place to cover all of the project costs. See page 16 for help with funding strategies.

Details on funding bands are available on page 8. The maximum available funding for sectors is listed on page 9.

For information on payment procedure see page 26.

### Expenses eligible for grant payment

- **Project coordination** For project management costs to be considered eligible for support, they **should not exceed 5% of the total eligible project costs**.  
  
Only **external** Project Coordinator's fees for the coordination, management and delivery of the project, are eligible.  
  
Please see page 27 for more information on support for project management costs.
- **Labour** Costs of employing an **external** labourer in order to implement the building upgrade.

- **Material** Materials, equipment, hardware or control systems necessary to implement the project are an eligible expense. Second-hand equipment will not be eligible for funding. See page 28 for information on suitable plant, machinery or equipment purchases.
- **ESCO** **Provided that an energy performance contract is in place**, additional specialist support costs may be eligible. This will be decided on a case-by-case basis. Please see page 16 for further information.
- **Procurement and contracting** Additional specialist costs relating to procurement and contracting activities will be considered on a case-by-case basis. These must be clearly specified at application stage.
- **Design fees** Building design fees for non-domestic works incurred **after the letter of offer has been issued** are an eligible cost. **The maximum eligible value for support is 2% of the non-domestic element.**
- **VAT** VAT is considered eligible for grant payment **in cases where it cannot be reclaimed**. Please see page 24 for further details.
- **BER domestic projects** All successful applicants will be required to complete and publish a pre-works BER prior to requesting the first interim payment for proposed upgrade works. Post-BERs are required to be published for all upgraded homes.

BEC will financially support this task to a maximum average value of €285 per home. To be eligible for support, the work must be completed. SEAI will not support pre-works BER costs if the work is not carried out. Local Authority homes are not eligible for this support but a post-works BER must be published for these properties nonetheless. BER costs will only be funded at the end of the project when both pre- and post-BERs have been published. The same BER assessor should complete both the pre- and post-works BERs, and a separate site visit to the home must take place prior to each BER being published.

- **Energy monitoring equipment** Metering equipment for verifying and measuring energy savings for the purpose of preparing the reports is an eligible cost. To qualify for payment, the equipment must be referenced in the Measurement and Verification (M&V) plan submitted at application stage.
- **Professional fees for M&V report** Professional fees for issuing a M&V report on relevant non-domestic elements of the project are eligible for support. **The maximum eligible value for support is 1% of the non-domestic works, up to a maximum of €10,000 value.** This cost will be incorporated into final M&V retention payment.

### Ineligible costs

- **Unrelated costs** Any costs not directly related to improving the energy performance of stock through the proposed project will be considered ineligible for payment.
- **Application costs** The cost of preparing and submitting an application is not eligible for payment.
- **Internal staff costs** Internal staff costs are not eligible for payment.
- **Ongoing monitoring costs** Ongoing monitoring costs, except those required for the M&V report, are not eligible for payment.

- **Pre-project costs** Any costs that predate formal grant approval will not be paid.
- **Crossover** The cost of measures completed in homes which have formerly received an SEAI grant for the same measure are not eligible.
- **Baseline costs** The cost of bringing the facilities up to the standards required by legislation for such a facility are not eligible for payment.
- **Corrections** The cost of remedying defective works and installations undertaken previously by others (e.g. geothermal remedial works, solar remedial works) are not eligible for payment.
- **Unexpected** Uncommissioned equipment, and any other **costs that have not been clearly outlined** in the Application Form, will be considered ineligible for payment.
- **Unfinished works** Work that has not been completed, or 'fit for use' by the programme deadline will not be eligible for any or part grant support.
- **Energy upgrades to new buildings** The BEC programme aims at supporting retrofits for old building stock and facilities. Homes constructed after 2006 are not eligible. BEC does not support works carried out during construction, or new fit-out, of non-domestic facilities.

**This is not an exhaustive list. If you are unsure which aspects of your project are eligible for payment, please contact the 7 . Contact details are available on page 30.**

## 2 PLANNING YOUR PROJECT

### 2.1. Project structure

The BEC scheme is designed to encourage group retrofits and access to existing funding streams through innovative mechanisms. There are a number of key elements to structuring a suitable project, and these are outlined in this section.

### 2.2 Community approach

There is more than one way to develop a standalone project into a community initiative.

Once you have identified desired energy upgrades for a building, consider whether there are any other **buildings or amenities in the area** that could benefit from the same kind of measures.

The community approach does not necessitate physical proximity. Consider whether the building could be identified as **part of a network**. A charity building, for example, could be linked with similar buildings in different parts of the country.

Projects consisting solely of domestic stock will not score highly unless innovative financing is also proposed. Ideally, each project should involve a number of buildings including non-domestic stock.

### 2.3 Creating partnerships

SEAI have created a [BEC programme LinkedIn account](#). Please join this group if you are interested in partnering with other projects.

### 2.4 Traditional buildings and protected structures

Applicants should be aware that energy upgrades may result in material alteration of the building or buildings involved. Where a project incorporates protected buildings or structures, advice should be sought from a conservation architect prior to application, to confirm whether the proposed works require approval from the Local Authority before proceeding.

Please consult the guidance book, [Energy Upgrades to Traditional Buildings and Protected Structures](#).

### 2.5 Key roles

#### Lead Applicant

It is the responsibility of the Lead Applicant to **distribute funds, organise access** for SEAI inspection, and ensure that **M&V requirements** are met. It is the Lead Applicant's job to sign the **letter of offer** and agree to all the TERMS AND CONDITIONS of the scheme on behalf of the Project Partners.

When filling out the Application Form, **the Lead Applicant may choose to make the Project Coordinator the main contact**. Provided the Project Coordinator agrees, and indicates so on the form, the Lead Applicant will be considered a secondary contact, and will not be copied on all correspondence.

**An ESCO can act as the Lead Applicant, but for any labour to be an eligible cost, the upgrade works must be carried out by another contractor.**

**Alternatively an ESCO can be a Beneficiary.**

**Contractors should not apply as the Lead Applicant.** We advise that contractors wishing to apply for the scheme should partner with another organisation, such as a Local Authority, community-based

voluntary organisation or local business that owns or manages the buildings. **The Partner can act as the Lead Applicant.**

#### Project Coordinator

The reason that the fee for the Project Coordinator is an eligible expense under the programme, is to support applicants in employing **experienced** and **qualified** managers who will be **dedicated to the project** and deliver it in a **professional** manner.

**A contractor can act as the Project Coordinator.**

It is important that your application demonstrates that the chosen Project Coordinator can bring the following to the project:

- The relevant experience and knowledge of the management requirements and risk mitigation involved in carrying out the proposed works;
- A plan to manage quality throughout the project;
- The competence to ensure that quality deliverables (photos, Competent Person reports, etc.) are released throughout the project as part of the payment applications and that these quality deliverables are aligned with milestones.

Please see page 23 for details of all paperwork required from the Project Coordinator at application stage.

It is the responsibility of the Project Coordinator to select the **BER assessors** and ensure that they fulfil all duties and obligations under the [Regulations and the Code of Practice for BER assessors](#).

The Project Coordinator must select an assessor who is not an employee of **any** of the contractors or organisations involved in the delivery of the project upgrades. More details on this can be found in the [BER Assessor Independence – Guidance Notes](#).

No assessor should complete BERs for more than **100 individual homes**.

#### Beneficiary

A grant Beneficiary is a project participant listed on the Application Form, who will incur and pay for the costs involved in carrying out the project. The Lead Applicant will transfer any grant payment from SEAI in respect of eligible costs incurred by a Beneficiary, to the Beneficiary as soon as the payment is received from SEAI.

**Individual homeowners cannot be listed as Beneficiaries** on the BEC Application Form. They should be grouped under a particular Beneficiary.

Where possible the application should include no more than ten Beneficiaries.

#### Participating energy supplier

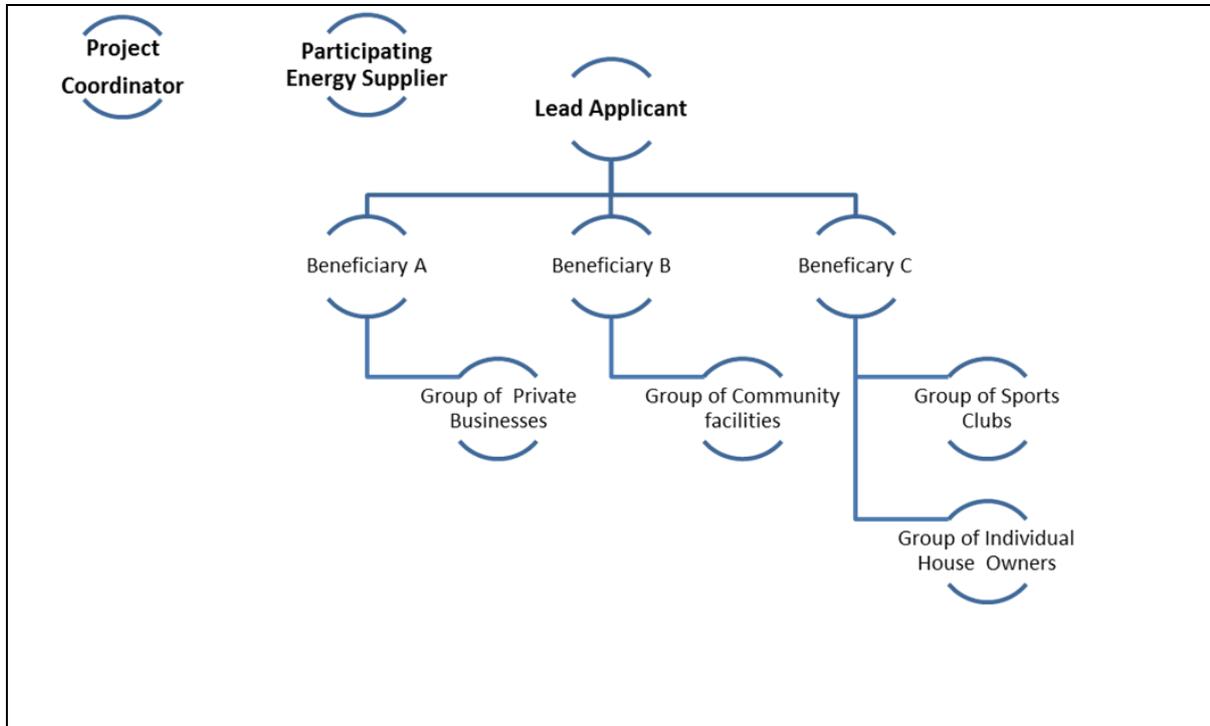
Partnership with a PES is strongly encouraged by the scheme. A list of participating energy suppliers (PESs) is available [here](#).

There are a number of ways for a PES to be involved in a project, such as project management, financial contribution, provision of materials, installation works, monitoring, energy audits or advice. Predicted energy credits from the project can be used as leverage in negotiations with the energy suppliers.

For a PES to be awarded the energy credits from a project they need to be listed as a Partner on the Application Form.

More information is available in Section 3 FINANCING SOLUTIONS.

The illustration below shows the structure of a BEC project in which a PES is acting as a Partner.



## 3 FINANCING SOLUTIONS

To finance retrofits, projects may avail of funding from financing institutions and organisations such as banks. SEAI will award marks to projects implementing sustainable finance models in their BEC project. In these cases, the financing should not act as a bridging loan, i.e. it should not be a short-term loan to bridge the gap between carrying out works and receiving the grant. Funding should be paid back over time at least partially through savings generated by upgrade works.

### 3.1 Social finance

Loan finance known as 'social finance' is available from organisations like [Clann Credo](#) to fund projects considered to be of value to society. Projects that improve energy efficiency and sustainability are considered to be socially beneficial.

### 3.2 Sustainable finance

Applications must include an outline of how the applicants intend to sustainably fund the full cost of the project.

In keeping with Government policy, SEAI wishes to promote home retrofit projects that avail of existing financing in the market to fund such upgrade projects. With a view to building a pathway to more sustainable funding models for both domestic and non-domestic projects, applicants are strongly encouraged to plan projects where part funding is provided through third party financing. There will be marks awarded specifically for this. Projects may exploit financing available from banking institutions and other organisations to fund domestic upgrades.

The financing should not be a bridging loan. It should fund the cost of the upgrade and be paid back over time partially through energy savings. The application should include a description of the intended financing and payback mechanism.

### 3.3 Financing balance

In principle, where private commercial projects are combined with not-for-profit or residential projects the application should aim at balancing the funding being sought in favour of the not-for-profit Partners.

Where a public or private sector organisation is part of an application, they must demonstrate how they are adding value to the project by providing cash flow, management services or technical advice to the not-for-profit elements of the projects.

### 3.4 Participating energy suppliers

A list of the PES can found [here](#).

Where energy credits are being 'sold' to a PES, the application should state clearly if and how these funds are being used to support the community.

### 3.5 Contracting approaches

Where appropriate, energy contracting should be considered for all non-domestic projects applying for funding under BEC in 2016.

Energy contracting is essentially about transferring the financial risk of energy performance upgrades to the supplier or contractor. Part or all of the supplier or contractor's payment depends on a predefined energy performance being achieved for the client, once the service is installed and commissioned.

Suppliers, contractors, vendors etc. are essentially ESCOs if they accept a financial risk for an agreed energy performance.

For BEC 2016, SEAI will provide expert energy contracting advice for BEC applicants. Questions or queries should be channelled through the BEC helpdesk. Contact details are available on page 30.

With regard to energy performance related payment (EPRP) and energy contracting, please note that grant support is made on the basis of costs incurred and paid for by 14 October. For innovative energy contracting solutions, SEAI may allow up to 20% of the projects costs for payment into 2017, see page 25 for more details.

More information on energy contracting is available on the [SEAI energy contracting portal](#).

#### EPRP

An EPRP mechanism assigns some of the financial risk to the ESCO. Every non-domestic project must contain some form of EPRP arrangement. EPRP mechanisms range from very simple arrangements to more complex ones. The level of detail depends on the extent to which the savings could be at risk. A lamp replacement project, for example, would probably have a simple M&V and other EPRP components. Where savings can vary due to design, commissioning, equipment performance risks, or the interaction of many of measures, then more detailed arrangements are needed.

An EPRP doesn't require a separate contract, but incorporates energy-performance-related clauses into tenders or standard contract forms.

A good, robust EPRP arrangement has four essential components (as per EPRP guide):

- a) **Performance guarantee** This is what is being guaranteed. It may be, for example, a percentage improvement in energy efficiency or a kWh reduction in energy consumption. The performance guarantee should be specific and measurable.
- b) **Performance payment** This identifies the financial impact of the project performance on the ESCO. The ESCO may lose a percentage of their payment if the guaranteed performance is not achieved.
- c) **Payment mechanism** This defines how and when the client will pay the performance payment in practical terms. For example, in a works contract, the client may withhold final payment; in a service contract the penalty may be deducted from the next service payment. Please note that SEAI only supports invoices paid within the grant period and will not support payments that are subject to a retention.
- d) **M&V plan** This part of the contract outlines an agreed method for measuring the performance of the project and verifying whether or not the guarantee has been achieved. It generally includes baseline energy data and related considerations. A M&V report must be prepared either periodically or at the end of the guarantee period with documented savings based on the method outlined in the M&V plan. The depth of M&V depends on the extent of accuracy required and the extent to which the savings are interlinked. A simple lighting retrofit, for example, may just require measurement before and after the lights are installed, with no permanent or lengthy M&V period. However, replacements like lighting, fabric, heating controls and BMS systems are interactive. Saving on lighting, for example, could increase the need for heating. More complex projects which depend highly on how they are commissioned and operated, may require permanent metering over a number of months.

In most EPRP arrangements there is the potential for the ESCO or other third party to finance, but usually the client funds the project and simply links part of the payment to a guaranteed performance. For example, a supplier may offer a lease arrangement or payment plan over a number of weeks, months or indeed years, on the assumption that the M&V begins early and is set to continue for a period of time.

Regardless of the specifics of the payment or financing structure, the Lead Applicant must be aware of the grant payment conditions (see page 25), and incorporate this into their payment proposal at application stage.

[Click here](#) to view the SEAI EPRP guide with further information on the subject.

#### Energy performance contracting and local energy supply contracting

If the project is of sufficient size and complexity, and ongoing support over a period of time is needed to maintain the savings, then an energy performance contract (EPC) should be considered.

This is a type of long-term contractual agreement where the customer benefits from new or upgraded energy equipment and the ESCO's remuneration is directly tied to the savings achieved by the reduced energy consumption. EPC is predominantly for larger more complex projects, i.e. an entire building retrofit. Typically, EPCs are long-term (5–15 years) dedicated contracts, with detailed M&V plans. An EPC can be viewed as a long term 'marriage' between the client and the ESCO for a guaranteed energy saving over a defined period.

The payment arrangements associated with EPC vary. Traditionally, the money to pay the ESCO for the works comes from the energy savings, and is paid back over the duration of the contract.

More recent contracts sometimes involve the ESCO being paid up front for the entirety of the works, with claw-back clauses if the savings do not materialise. This scenario transfers more of the risk back to the client. Payment arrangements should be considered with care, and the legal and performance implications fully understood, if deviating from the traditional model.

EPC financing can come from either the client or third party financing. The client should determine the financing structure that best suits their own financial assessment criteria and requirements.

Local energy supply contracting (LESC) is where the client is guaranteed a cost per kWh of energy supplied. Like EPC, it is a dedicated contract, typically for 5–15 years. It is widely used for fossil-to-biomass heating system conversions, PV electricity supply and CHP.

An explanation on the different types of contracts, routes to project development, sources of finance, support and guidance for projects involving public and commercial sectors can be found [here](#).

Applicants are advised to understand fully the BEC payment conditions before devising their energy contracting payment solution. Regardless of how the project is contracted, financed, or paid for, applicants must be aware of the grant payment conditions in Section 6, especially those concerning energy contracting specifically (see page 25). Energy contracting payment arrangements must be incorporated into the payment proposals at application stage.

## 4 PROJECT COMPONENTS

### 4.1 Residential projects

The BEC scheme will only fund residential housing upgrades to stock built **prior to 2006**. Dwellings built **before 2002**, and areas with a prevalence of **Energy poverty will be prioritised**.

**Local Authority houses will only be considered as part of an inclusive community of mixed-ownership houses.**

#### Rental properties

Works can be carried out on rental properties, but the tenant must have the written **consent of the landlord**.

#### Local Authority homes

Unoccupied Local Authority homes known as 'voids' may be granted aid, but the SEAI must be made aware that the projects contain voids at application stage.

#### Energy poverty

Private homes will be considered to be 'energy poor' if the resident (who must be the homeowner) is in receipt of one of the following:

- **Fuel Allowance** as part of the National Fuel Scheme
- **Jobseeker's Allowance** for six months or more **where the resident is the primary carer of at least one child under seven years**. Jobseeker's Benefit is **not** eligible.
- **Family Income Supplement (FIS)**
- In receipt of the "**One Parent Family Payment**"

Proof of one of the above must be provided for each energy poor household at project completion stage in order to receive higher financial support. This takes the form of a signed letter from the Department of Social Protection dated within six months of the start date of the Grant Agreement, a payment receipt made out to the homeowner, or a Social Welfare swipe receipt. The name and address on the relevant correspondence must match that of the homeowner on the application.

In the case of Local Authorities or Housing Associations who have access to the Department of Social Protection Database, SEAI will accept a signed letter from the Data Officer (or equivalent) confirming the numbers of energy poor homes being claimed for and detailing each of them by name and address. Energy credits for Local Authority and Housing Association projects will be awarded as 'energy poor' based on the proof received.

For a private home to be considered energy poor **the homeowner must be eligible under the above criteria**.

Project Coordinators are required to state the energy poor status of the home before the delivery of the energy efficiency upgrades. A [personal data form](#) is available from SEAI. Project Coordinators are required to seek the consent of homeowners to collect their personal data, maintain the necessary evidence on file for five years, and make it available to SEAI for audit inspection upon request.

## 4.2 Special requirements for residential projects

- a) All proposed works for domestic stock should be in line with standard and specification guidelines issued by SEAI such as the [Better Energy Homes Scheme Contractor Code of Practice](#) (incorporating [SR54 for retrofit works](#)) and with current building regulations.
- b) A representative sample (min 10%) of pre- and proposed post-works BERs should be submitted as part of the application. These BERs do not need to be published. The two files are should be uploaded to the [Project Evaluation Platform](#) for relevant properties at application stage.
- c) For approved projects a pre- and post-works BER is required to be carried out. Evidence that the pre-works BERs have been completed should be submitted to SEAI before any interim payments can be made. Please see page 11 for details of financial support provided by SEAI for BERs.
- d) Projects should aim to achieve a post-BER uplift average minimum of between 150 and 200 kWh/m<sup>2</sup>/yr per home.
- e) Final BER should be at least a D1 rating.
- f) Where deep retrofits are proposed for energy poor or Local Authority homes, a funding model should be submitted outlining how the tenant will contribute to the cost.
- g) In the case of insulation work, an optimal whole-element solution must be implemented. Partial solutions will not be eligible for grant support without prior agreement. An explanation can be found on the [buyer's guide page](#) of the SEAI website.
- h) Energy credits for domestic works are based on a published table available [here](#). The values assigned to the project on completion shall be those listed on the published table on the closing date for receipt of application, 26 February 2016.

## 4.3 Non-residential projects

The appropriate **grouping** of small and medium-sized businesses (SMEs) and retrofit measures into bundles is an essential part of the project structure. We strongly encourage private and public sector businesses to use the technical assistance supports cited online, and to develop projects to at least stage 2 before applying for BEC support. The appropriate use of energy contracting and of EPRP mechanisms in tendering and paying for the works must be utilised for any non-domestic projects. More information on energy contracting is available on the [SEAI energy contracting page](#) and on page 16 of these guidelines.

### Private sector non-residential projects

The BEC scheme will prioritise projects involving SMEs and will consider larger organisations only in exceptional circumstances. Larger organisations are, however, encouraged to facilitate or act as coordinators for SMEs in their supply chain or relevant sector.

This year, funds have been allocated specifically for the purpose of encouraging the inclusion of SMEs in BEC projects. Participating SMEs should have a completed energy audit or assessment identifying appropriate energy efficiency projects, and should compile a Register of Opportunities ([click here](#) for the relevant template). These documents could form the basis for the application. The audits or assessments are likely to have been completed under SEAI's Small Business Programme, by a participating energy supplier or through independent commission.

### Public sector non-residential projects

Local Authorities and public sector organisations must demonstrate how they are adding value to the project by providing cash flow, project management or technical advice to the not-for-profit elements of the projects

Public lighting projects are not eligible for funding under the BEC programme for 2016 except pilot projects incorporating energy-smart lighting technologies.

### Commercial organisations

Only commercial organisations that are providing financial or technical support to the not-for-profit elements of the projects, i.e. where the value of energy credits will be passed on to non-profit organisations, will be considered. These organisations must demonstrate how they are adding value to the project.

### Voluntary and community-based organisations

#### *Schools*

Schools are eligible for up to 30% funding and schools with charitable status are eligible for up to 50% funding.

#### *Colleges*

Third level colleges are considered as part of the public sector and are eligible for up to 30% funding.

#### *Charities/facilities*

Retrofit for standalone charity buildings or facilities are not funded under the BEC programme. See page 13 for information on developing your project into a community scheme.

## 4.4 Special requirements for non-residential projects

- a) Energy Audits should be carried out on all non-residential stock before application.
- b) Small facilities should avail of [SEAI's Advice, Mentoring and Assessment \(AMA\) resources](#) and submit an [AMA report](#) at application stage.
- c) Large businesses will be required to submit their [annual energy usage report](#) as required per [SI 426:2014](#).
- d) Where appropriate, SEAI encourages projects to employ [ISO 50001](#) to measure and verify energy savings for the non-residential elements of the project. The [International Performance Measurement and Verification Protocol](#) (IPMVP) is also acceptable. The M&V requirements for the BEC project will be confirmed at letter of offer stage and will be in line with [Energy Efficiency Obligation Scheme \(EEOS\)](#) requirements. SEAI will require a M&V report for approximately 20% of the total proposed non-domestic savings within a specific BEC project.
- e) The Technical Workbook and preliminary M&V plans should identify measures/sites where M&V is proposed and describe how it will be done. For more information please see Sections 3 and 6 of the online resource, [Guidance on Authenticating and Claiming Energy Credits](#). Where M&V equipment (e.g. meters) is included as an integral part of the project, it qualifies as an eligible cost.

- f) The appropriate use of energy contracting and of EPRP mechanisms in tendering and paying for the works must be utilised for any non-domestic projects. Details must be clearly outlined at application stage.
- g) Works proposed should be retrofits to existing facilities or replacements of existing equipment and fittings, and are not specifically applicable to new build or fit outs without prior consent. SEAI may request evidence of 'existing' energy used, fittings or equipment as part of the evaluation or inspection process.

## 5 APPLICATION PROCESS

### 5.1 Before applying

It is essential that the project is clearly mapped out before application. Please ensure that the choice of **Lead Applicant, Project Coordinator, PES** (if applicable) and **all participating organisations** have been finalised before application.

Financial, administrative and site delivery resources should be identified at application stage. Remember to clearly and thoroughly outline the in-house team as it is a critical part of the project.

Should these details change after a grant offer has been made, payments will be subject to the discretion of SEAI.

Before application, carefully read the **requirement guidelines** regarding requirements for residential projects (page 20) and requirements for non-residential projects (page 21). Then carefully read the checklist on page 23 and ensure that you have all of the **necessary documentation ready**. **Design specifications** must be agreed before application, and **design calculations** finalised.

Only those applicants who have completed all parts of the Application Form and submitted a completed Technical Workbook will be evaluated. Guidance for completing the workbook can be found [here](#).

### 5.2 How to apply

Applications must be submitted via SEAI's online [Project Evaluation Platform](#). Applications submitted by email or as a hard copy will not be accepted.

### 5.3 Application timeline

Applications should be submitted by **13:00hrs on 26 February 2016**.

Applications received after the closing date **will not** be considered.

**All** projects submitted will be evaluated before any letters of offer are issued.

Any request for change of scope to works must be received in writing before **15 August 2016**.

See Section 6, page 26 for details of the grant payment process.

The deadline for **project completion** including submission of **all project documentation** is **14 October 2016**.

**Please note project extensions will not be granted in 2016.**

If you are unhappy with a SEAI decision, you may appeal it by writing to the Head of Finance and Corporate Services, SEAI, within four weeks of the date of the decision, providing documentation to support your appeal.

### 5.4 Checklist

Submit the following with the online Application Form:

#### Technical documents

- a) **Completed BEC Technical Workbook** This is a critical component of your application. **Failure to thoroughly, adequately and accurately complete the Technical Workbook would seriously jeopardize the success of the application.** Ensure all fields in the Technical Workbook are fully completed, clearly indicating energy savings, project cost, grant sum re-

**requested, existing specifications and proposed specifications.** The energy upgrades proposed should be **detailed** and the **methodology to measure and verify energy savings and cost per kWh saved** should be included. Please see the [Technical Workbook Guide](#) for more information.

- b) **Technical and quantitative** Relevant documents supporting the technical details and proposed energy savings of the project **as set out in the Technical Workbook**.
- c) **Project Coordinator's CV**
- d) **Sample plan** A sample of a management plan used by the Project Coordinator on a previous project.
- e) **Key team members' CVs**
- f) **Relevant audits**
- g) **PES Declaration** If a PES is involved, a completed **Form B** must be included.
- h) **Evidence** Include any relevant evidence that shows the project is ready to proceed to tender should a grant offer be made (e.g. declaration by facility owner or manager).
- i) **M&V plan** This is necessary for non-residential projects only.
- j) **Quality and Assurance plan** for all projects.
- k) **Outline of sustainable financing model**
- l) **Contractor details** Confirmation of the proposed contractors (these can be changed later, by consent), and evidence of their competence. Please note that all contractors working on domestic BEC 2016 upgrades must be [BEH registered](#).

#### Financial documents

- a) **Tax Clearance** eTax clearance must be verified for the Lead Applicant and Beneficiaries who are required to provide the relevant tax reference number and access number to SEAI.
- b) **VAT status verification** If the Beneficiary is looking for a **VAT inclusive grant** from SEAI, a **2016-dated** letter, or letters, from the **Revenue Commission** confirming the VAT status of the Beneficiary must be included.  
  
The letter must state that the Beneficiary is not registered for VAT and/or does not have VAT recovery status on the specific costs (energy upgrades) being claimed under BEC 2016, and cannot reclaim any VAT incurred on the project costs.  
  
The exception to this is where the Lead Applicant is required to account for VAT on the value of goods/services provided to private homeowners in which case VAT is an eligible cost on the basis that although the applicant is entitled to VAT recovery, the homeowners are not.
- c) **Declaration of financial resources** A declaration, signed by all Project Partners must be provided, stating that they have access to the financial resources to implement the proposed project. The relevant form is available [here](#).
- d) **Proof of financial resources** Supporting documentation proving financial resources must be included. A list of necessary documentation according to the sum requested can be found [here](#).

## 6 GRANT PAYMENT

### 6.1 Validating the offer

If approved, a grant offer will be issued to the Lead Applicant. The grant offer **will only become valid** upon SEAI receipt of a **signed Grant Agreement** and **signed TERMS AND CONDITIONS** **within 14 days of date of issue**.

Should SEAI propose to support projects at a lower percentage than that requested in the application, the project contact will be notified in advance of a letter of offer.

The grant, once approved, is only payable in respect of the approved itemised eligible costs identified in the Application Form and outlined in the Grant Agreement. **SEAI's prior written consent is required by 15 August 2016 to approve any changes to the itemised eligible costs.** These will be considered on a case-by-case basis. Scope changes exceeding 20% of the overall Grant Agreement values will not be funded except in exceptional circumstances and subject to the discretion of SEAI. Scope changes after this date will be deemed ineligible.

### 6.2 Energy contracting and BEC projects

BEC projects must be completed and paid for in 2016. Relevant grant support is paid based on proof of payment. Therefore, SEAI can only pay grants on energy contracting payments made in 2016, before the close of the submission date.

With regard to EPRP and energy contracting, please note that grant support is given on the basis of costs incurred and paid for by 14 October 2016.

If an energy contracting payment arrangement is particularly innovative, then SEAI may allocate a portion of the payment into 2017. These payment arrangements must be noted in the application details, and are limited to a maximum of 20% of the overall Grant Agreement. Such payments must be accompanied by a M&V statement ([IPMVP](#) or [ISO 50015](#)) to demonstrate that projected savings were achieved.

### 6.3 During the project

Applicants are required to complete and submit project progress reports and interim payment requests to SEAI. A minimum of four project management milestones will be assigned to each project at the time of offer.

For projects greater than €100,000, grantees are required to commit to a minimum of three payment requests (two interim and one final).

SEAI will carry out inspections, in advance or following completion of works, for compliance with the Grant Agreement. Grantees will be notified by SEAI prior to such inspections.

Projects will be selected for inspection using a risk-based approach.

Inspections will be undertaken during normal working hours. The Project Coordinator will be required to provide the inspector with a safe working environment and suitable access to the project area. Any representative of the Project Coordinator should have all the necessary documentation and technical knowledge of the project. They may also be asked to retrieve equipment (e.g. light fittings) in areas which are difficult to access, to verify compliance with quality and safety standards.

Inspection results will inform payment decisions. Note that poor inspection results may result in additional inspections being conducted and re-inspection of remedial works for non-compliances.

In such cases, the Project Coordinator may be asked to meet SEAI to confirm remedial actions being taken to bring the project in line with quality requirements.

If satisfactory evidence of quality and safety standards is not available, SEAI may, at its discretion, reduce the grant amount proportionally. Excessive additional inspections arising from persistent poor quality may be chargeable.

A limited amount of advisory/training inspections are available to all contractors to assist in understanding quality requirements and to prepare the project for inspections.

SEAI will host a workshop for successful projects. Additional workshops or clinics may be held during the delivery of the project. It is compulsory that Project Coordinators attend these workshops.

#### 6.4 Payment procedure

Grant payments will be made to the Lead Applicant in accordance with the Grant Agreement.

The level of grant payment will be strictly proportional to documented payments made to suppliers and contractors connected to the project. Invoices must be dated after the date of grant approval and must be addressed to the Grantee or the Beneficiaries named on the Grant Agreement.

Once the reports and financial documents are deemed satisfactory, SEAI will transfer grant funds electronically to the Grantee's bank account and issue an accompanying letter notifying the main contact of the payment.

Payments are conditional upon satisfactory receipt by SEAI of the below by the **14 October 2016**.

- a) **Project completion report**
- b) A completed **Payment Request Form**
- c) A completed **Grant Claim Workbook**
- d) **Invoices** for all approved itemised **eligible costs**. Invoices should list energy upgrade measures included and identify the locations where these works were carried out.
- e) Proof of payment of invoices in the form of
  - a statement from the contractor/supplier confirming that the invoice has been paid and
  - a copy of the Grantee's bank statement which shows the payment(s)

(Where multiple invoices are being paid using a single Electronic Fund Transfer (EFT) or cheque i.e. batch payments, a breakdown of all amounts in that payment is required.)

- f) Valid eTax Clearance for all Beneficiaries
- g) All relevant **Financial documents**
- h) For self-accounted VAT, supporting documentation as evidence that VAT has been paid to Revenue, e.g. VAT return extract and bank statement, or a letter indicating that VAT will be paid (in the case of Local Authorities and other Government Bodies only).
- i) Energy Credit Tracker detailing information on all homes upgraded (template will be provided)
- j) Confirmation of Energy poverty status for relevant homes

- k) [Declaration of Independence](#) signed by BER assessor(s)
- l) Signed [Client Organisation Declaration for Energy Credits](#)
- m) A report on the status of the project in relation to financing aspects including a description of the mechanism used, the repayment situation and feedback on the success of the mechanism where applicable
- n) BER costs should be separately identified and invoiced, and this invoice must separately identify the properties assessed.

#### Project management costs

There are two fixed stages for applying for support for project management fees. These are at the first 50% and then the remaining 50% value of the completed project. Invoices accounting for the relevant values must be submitted at each stage.

An additional project management fee bonus (2% of eligible costs x grant support) will be available for projects achieving the following targets in 2016:

- a) Progress reports completed correctly and submitted on time
- b) Interim financial milestones achieved
- c) All projects completed, and valid paperwork submitted by SEAI deadline
- d) 80% credits delivered
- e) Average inspection pass rate of 75% across domestic and non-domestic projects

#### Non-domestic Design Fees

For Non-domestic design fee costs to be eligible for support evidence of a design process being completed must be submitted (Design considerations, inputs, outputs, system design, design checks)

Every design project is different and has differing needs. It is the responsibility of the design engineer to consider fully all design requirements. It is the duty of the design to ensure compliance with all relevant legislation and regulations and codes of practice. CIBSE / BSRIA Design Checks for HVAC and Electrical Services provide design guidance for design engineers.

## 6.5 Important notes

### Interim payments

SEAI will not make any interim payments on domestic projects unless an advisory inspection has taken place. Publication of pre-works BERs will also be required.

Interim payments will be withheld until both domestic and non-domestic advisory inspections have taken place.

Final payments will be withheld on all projects until all documentation has been submitted, and all inspections and any necessary re-works have been completed and approved by SEAI.

Where saving levels have not been achieved, or all the works not completed to a satisfactory standard, **SEAI may reduce the grant funding pro-rata.**

For non-residential projects, 10% of funding will be withheld until M&V information is received. This must be submitted before **2 September 2017**. Projects should identify at application stage, sites where proposed M&V will be carried out. SEAI will confirm in the Grant Agreement if additional M&V is required at other locations or on other measures.

### Payment revocation

The SEAI will revoke payments in the following circumstances:

- Insufficient invoices submitted
- Insufficient proof of payments submitted
- Invoices are deemed invalid
- Back-up documents have not been submitted to SEAI by the assigned project deadline
- Requests for payment have not been submitted to SEAI by the assigned project deadline
- Works have not been completed to standard
- Works have not been tested and commissioned
- Works have not been 'switched on'
- No evidence of Operating and Maintenance documents having been provided to the end user
- Work was completed prior to letter of offer being issued
- No access has been provided to inspect the upgrade works
- Upgrade works completed do not match proposal and specification submitted and approved by SEAI in accordance with the programme guidelines
- Energy credits completed are less than that proposed in the Grant Agreement
- Valid Energy Credit tracker not submitted
- Energy credits for upgrade works have already been claimed for
- No written statement that the project has used the Triple E register has been submitted where proposed.

### Triple E register

Where the project involves the purchase of plant, machinery or equipment in the product/technology categories listed on the [Triple E register](#) then such products will be required to be drawn from that register or equivalent where appropriate. The Project Coordinator should identify such products in the Technical Workbook. A written statement that the project has used the register will be required at project completion stage.

### Accelerated Capital Allowance

Public sector organisations should meet their obligations to procure products in accordance with [SI 147: 2011](#). For Grantees eligible to claim the Accelerated Capital Allowance (ACA) linked to the Triple E register, it should be noted that any ensuing claim to the Revenue Commissioners for the ACA should be made on the basis of costs net of the BEC grant.

## 6.6 Assessment and reporting

### Calculating savings

If there is no energy service provider involved, energy savings will be reported as part of National Energy Savings.

### 2016 Energy Conversion Figures

Fuel	Unit of Supply	kWh/unit	kg CO <sub>2</sub> /kWh
Electricity (2014)	kWh	1.00	0.457
Kerosene/Light Fuel Oil/Heating Oil	Litre	11.21	0.257
Gas Oil/Diesel	Litre	10.55	0.264
Residual Fuel Oil/Heavy Fuel Oil	Litre	11.45	0.274
Coal	Tonne	7,759.20	0.341
Liquefied Petroleum Gas (LPG)	Litre	7.09	0.229
Natural gas	kWh	1.00	0.205
Wood pellets	Tonne	4,800	0.005
Wood biomass		3,500	0.005

### Sustainable energy

In the case of sustainable energy generation such as that facilitated by biomass plants built as part of the BEC project, efficiency savings can be logged as energy savings or credits and taken up by a supplier.

### Energy credits

If an energy supplier is a Project Partner, the Lead Applicant on the project may give them permission to count the energy savings achieved against their energy target. This permission may only be given before the project commences. In these cases, the SEAI will liaise directly with the energy supplier on all matters relating to the credits. The energy supplier should be identified on the Application Form and credits cannot be assigned retrospectively.

All of the savings and reductions are potentially eligible to be considered as energy credits. They only get converted to credits once the relevant work is completed and verified.

### Domestic

[Click here](#) for a list of energy measures and their corresponding energy credits. Domestic credits applied will be as per the table on the programme application closing date.

Please note that to claim domestic energy saving credits, the applicant must collect the meter point reference numbers (MPRNs) and BERs of the relevant dwellings.

### Non-domestic

Where appropriate, applicants should use the [online calculation engines](#) provided by SEAI to calculate savings. In other cases, clearly outline the calculation methodology used to arrive at the savings figures. The expected impact on the BER and/or Display Energy Certificate can be used in the calculations. Where similar projects have been completed a detailed M&V report, carried out in accordance with Internal IPMVP could be submitted to verify similar savings.

## 7 THE BETTER ENERGY COMMUNITIES TEAM

The 2016 Better Energy Communities team is happy to advise potential applicants on any questions not covered in these guidelines. We can also assist in creating partnerships and accessing funding streams.

Better Energy Communities Programme Manager, Madeline Hallinan and Better Energy Finance National Coordinator, Josephine Maguire can be contacted at [bec@seai.ie](mailto:bec@seai.ie) or 01 808 2162.

For assistance with energy contracting for your project please e-mail [energycontracting@seai.ie](mailto:energycontracting@seai.ie) or contact the BEC helpdesk.

**The SEAI Better Energy Communities Team looks forward to supporting you in your application process for 2016.**

## 8 TERMS AND CONDITIONS

1. The BEC **Application Guide, Application Form, Technical Workbook** and **Terms and Conditions** are those published on the SEAI website on the date of submitting the application. However, SEAI may, if required by law or otherwise and without incurring any liability, vary, revise or supplement the **Terms and Conditions** of the programme after the application submission date. These revised or supplemented **Terms and Conditions** (as published on the SEAI website) will apply to all BEC applications unless the applicant chooses to withdraw the application or withdraw from the Grant Agreement. It is the responsibility of the applicant to monitor the SEAI website in order to learn of any such changes.
2. The applicant's agreement with SEAI in the event of a **Grant Offer** being accepted will comprise the **Grant Agreement, Terms and Conditions** of the programme, the **Application Guide** (including **Terms and Conditions**), and the rest of the **Application Form**. The applicant having communicated acceptance of the **Grant Offer** to SEAI, shall 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:
  - 1) **Grant Agreement**
  - 2) **Terms and Conditions** of the programme
  - 3) **Application Guide** less the Terms and Conditions
  - 4) **Application Form** less the Terms and Conditions
3. Applicant must ensure that the application is submitted online via the [PEP portal](#). Applications submitted by e-mail or in hard copy will not be accepted.
4. The project in respect of which the application is made, must be located in the **Republic of Ireland**.
5. Only **new products** shall be installed for the purposes of the project.
6. The **grant offer** only becomes valid upon receipt by SEAI from the applicant of the signed **Grant Agreement**.
7. Any costs, e.g. orders, purchases or works, which predate **formal grant approval** are not eligible.
8. The grant, once approved, is only payable in respect of the project(s) identified in the **Application Form** and referenced in the **Grant Agreement**.
9. The applicant must obtain **all necessary consents** and **statutory approvals** and have **authority to implement the project**.
10. The applicant must ensure that compliance is achieved with the relevant principles of **Irish and EC law** regarding the spending of this funding and, where applicable, the laws and guidelines concerning **public procurement**.
11. If the Grantee fails to comply with the conditions regarding an efficient and effective mechanism for **energy use data collection**, measuring, or verification of savings, SEAI, shall amongst its remedies against the Grantee, be entitled to demand the complete **repayment of the Grant**.

12. The applicant must ensure that all participating homes/facilities are prepared to participate in **follow-up site visit(s)** to verify impacts and achievements and to participate in follow-up research (telephone or questionnaire) as may be commissioned by SEAI to establish the programme's impacts and achievements. This will also include the **acquisition of information and data** for the development of case studies for wider dissemination (protecting as appropriate all confidential or commercially sensitive information/data). The applicant acknowledges and must ensure that it is a contact for participating building/facility owners and that SEAI will have to provide certain contact details to third party contractors in relation to these matters and the applicant hereby consents to SEAI making these disclosures.
13. The timing of payment to approved applicants is subject to the funding allocated by Government to the BEC programme 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.
14. The applicant must ensure that access can be provided to SEAI and its agents to inspect and review the project within seven days of request for access except 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 (see clause 16 below).
15. **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 payment granted 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 BEC programme.**
16. In the event of any breach by the applicant of these Terms and Conditions of the programme or the other documents referred to in clause 2 of the Terms and Conditions and where the applicant has received payment pursuant to the programme, SEAI shall, amongst its remedies against the applicant, be **entitled to 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.**
17. 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 BEC programme.
18. Any **false, fictitious or fraudulent statements or claims knowingly made** on grant applications, or supporting documentation, submitted in respect of previous grant applications/requests for payment or otherwise made to SEAI, its authorised officers, or a SEAI inspector, or **any breach of these Terms and Conditions** of the programme 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 programme, clause 16 of these Terms and Conditions shall also apply.

19. 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.
20. 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 and 2003**. 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 applicant's signature on the Application Form is treated as confirmation that SEAI and its agents may use the information thus supplied for the aforementioned purposes.**
21. An applicant is under **no direct or indirect obligation to undertake and/or complete the project outlined in their application**. Rather, it is up an applicant whether or not they wish to undertake and complete the project.
22. An applicant must notify SEAI immediately of a decision not to undertake and/or complete their project. If a successful applicant decides not to undertake and/or complete the project, SEAI will not pay 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.
23. 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.
24. **VAT is not an eligible cost unless the Beneficiary can provide a letter from Revenue dated 2016 confirming that VAT cannot be reclaimed on the particular project**. The only exception to this is where the ultimate Beneficiaries of the works are private homeowners in which case the presumption will be that they do not have VAT recovery.
25. SEAI's prior **written consent is required to approve any changes to the itemised eligible costs**. For the avoidance of doubt, SEAI reserves the right to refuse such consent at its absolute discretion.
26. Once approved, the **total grant amount will not be permitted to escalate** under any circumstances.
27. Applications by public bodies must ensure that **energy suppliers were selected through an appropriate process**.