

# Solar PV

## Installer Registration Terms and Conditions



## Solar PV Installer Registration Terms & Conditions

### Please Read Carefully

1. Only natural persons will be registered as installers on the Solar PV Scheme Installer Register.
2. For the purposes of these terms and conditions, the term “**Installer**” shall refer to the person seeking to be registered as an installer on the Solar PV Scheme Installers Register and who will be listed on the Solar PV Scheme Installers Register in the event their application for registration is successful.
3. For the purposes of these terms and conditions, the term “**Code of Practice**” shall mean the Domestic Solar Photovoltaic Code of Practice for Installers published on the SEAI website, as may be updated by SEAI from time to time.
4. In the event that an Installer provides services, other than his or her own account, on behalf of another entity, that entity shall be called the “**Company**” for the purposes of these terms and conditions. In the event that the Installer is a Sole Trader providing services for and on its own account, references to the Company shall mean a reference to the Installer.
5. The term “**Company Register**” shall refer to the Solar PV Scheme Company Register.
6. The term “**Scheme**” shall mean the Solar PV Scheme.
7. The term “**Required Insurance Cover**” shall mean that the Company, any Installer, any person carrying out or assisting with carrying out works on foot of the Scheme for or on behalf of the Company and all works carried on foot of the Scheme are covered by an Insurance Policy which at a minimum provides the following level of insurance cover (a) an indemnity limit of not less than €13,000,000 for any one event (b) an indemnity limit of not less than €6,500,000 for any one event for public liability; and (c) not less than €6,500,000 in aggregate for product liability, in each case on market terms.
8. The Installer confirms and agrees that all information provided to SEAI by the Installer with regard to Installer registration, the Installer and the Company is true, accurate, complete, and not misleading in any way.
9. The Installer acknowledges and confirms that:
  - (a) SEAI may refuse an application for registration if the applicant (1) has not provided SEAI with the requisite documentation; (2) has failed to comply with the terms and conditions of any grant scheme administered by SEAI in the past; (3) has failed to act in accordance with any direction issued by SEAI under any grant scheme administered by SEAI (4) has been de-registered or is suspended at the time the application is submitted; and/or (5) has breached these terms and conditions in the past.
  - (b) SEAI may require further information, proof of eligibility and/or other vouching documentation from an Installer prior to registration.
  - (c) SEAI may require the Installer to advise what Company or Companies the Installer has or will be engaged by (whether as an employee or for the provision specific services) for the purpose of the Scheme.
  - (d) If the Installer is providing services or carrying out works on foot of the scheme directly to a homeowner, he/she/it also must register as

- a Company on the Company Register, and
- (e) If the Installer provides services for or on behalf of another entity, that entity must be registered on the Company Register. It is the responsibility of the Installer to ensure that any entity/person for whom or on whose behalf the Installer provides works on foot of the Scheme is, at the time of the works, registered on the Company Register.
10. The Installer accepts that engaging in the following, in relation to the Scheme may result in the Installers removal from the Registered Installer List (**“De-Registerable Behaviour”**)
- (a) Failing to comply with these Terms and Conditions
  - (b) Supplying SEAI with incorrect, inaccurate, or misleading information
  - (c) Failing to respond a written request (including a request sent by e-mail) from SEAI within the required timeframe.
  - (d) Failing to comply with the Code of Practice
  - (e) Failure to carry out remedial works as required and within the appointed deadline.
  - (f) Signing a Declaration of Works form prior to completion of the declared works
  - (g) If any person carrying out, assisting, or advising in relation to works on foot of the Scheme is not covered by an insurance policy that provides the Required Insurance Cover (as defined below)
  - (h) If a person other than an Installer carries out or signs-off on works carried out on foot of the Scheme
  - (i) If a claim for payment is submitted to SEAI in circumstances where (i) the works to be carried out by the Installer were not completed; or (ii) the works to be carried out by the Installer were not carried out at all.
  - (j) Signing a Declaration of Works when the Company and/or the Installer are de-registered and/or suspended, unless otherwise directed to so by SEAI or in accordance with section 15 of these terms and conditions.
  - (k) In any other way enabling or facilitating Scheme applicants or other persons to receive payment of grant monies for works which have not been completed at the time of grant payment
  - (l) Being connected in any way with the carrying out of works under the Scheme, whether directly or indirectly (including, without limitation, as a principal, partner in, manager, director or employee of a registered installer, or a sub-contractor to a registered installer) during a period of de-registration, unless otherwise mandated to do so by SEAI by written instruction.
  - (m) Facilitating the participation, of or provision of services by (including, without limitation, as principal, partner, manager, director, employee, sub-contractor or otherwise) an Installer, that is currently subject to deregistration, in the carrying out of Scheme works, unless otherwise mandated to do so by SEAI.
  - (n) Circumventing the spirit and intent of an installer’s de-registration, and
  - (o) Any other behaviour which can reasonably be considered to be

- intended or to have the effect of circumventing the application, or potential application, of these Terms and Conditions or disciplinary measures.
- (p) Undertaking works without appropriate Insurance cover
  - (q) Failure to act on a direction from SEAI or its authorised agent or contractor, to remedy a deficit identified as a result of inspection
  - (r) Engaging in activities and/or behaviour which SEAI regards as having a negative impact on the reputation of SEAI and/or the Scheme.
  - (s) Unauthorised use of the SEAI logo for marketing or other purposes
  - (t) Engaging in fraudulent or wreck less behaviour in the course of carrying out works on foot of the scheme.
  - (u) Failing to complete any works on foot of this scheme for a period of 12 months.
  - (v) Being convicted of any dishonesty related offence(s); and/or
  - (w) Engaging such other behaviour that SEAI determines in its reasonable opinion as being worthy of de-registration.
11. The Installer may appeal a decision made by SEAI in relation to the Installer.
  12. Complaints should be dealt with in line with the Customer Charter, available on the SEAI website.
  13. If an inspection returns a finding that works are seriously non-compliant, the Company that was paid for the works and the Installer who signed the Declaration of Works will each receive a letter of “De-registration Pending Appeal” together with an Appeal Form. The Installer has two weeks to appeal the de-registration in writing.
  14. If an inspection returns a finding that reworks are required, the Installer will receive a reworks notification from SEAI with a deadline of four weeks to complete reworks and return the appended reworks form to the stated SEAI address. The Installer may appeal the reworks decision in writing, within 2 weeks, using an appeal form provided by SEAI. The reworks appeal is reviewed by the SEAI Inspections Unit. The reworks decision may be re-appealed but only under provision of new information. The re-appeal is reviewed by the Head of the Inspections Unit and the decision is final.
  15. An Installer who fails to complete reworks by the given deadline, and does not appeal the reworks decision, will be de-registered.
  16. During De-registration
    - (a) An Installer must not commence any works not already started prior to de-registration on foot of this scheme.
    - (b) An Installer must not accept any new works through this scheme.
    - (c) An Installer is strictly forbidden to accept works by way of a change of Installer and from the effective date of de-registration.
    - (d) The completion of any Solar PV Scheme works already started by an Installer prior to notice of de-registration, must be completed within 14 days of de-registration and shall be subject to the terms and conditions of the scheme including audit and rework requirements, and
    - (e) An Installer must notify SEAI immediately of works intended to be

carried out by him/her/they under other SEAI programmes.

17. The Installer shall be responsible for implementing any re-work(s) that SEAI deem necessary to bring the works carried out on foot of the scheme to the standards specified in the Code of Practice and/or to rectify any damage caused by the Installer, the Company and/or their employees, contractors and/or agents. Re-works shall be carried out by the Installer at the expense of the Company.
18. The Installer acknowledges that SEAI may permanently de-register an Installer for
  - (a) Failing to comply with these terms and conditions, and/or
  - (b) If a Company that employs the installer or for whom the installer has provided services on foot of the Scheme has failed to comply with the terms and conditions applicable to it, as a Company registered on the Company Register.
19. SEAI's ability to de-register an Installer is without prejudice to any other appropriate action that SEAI may take in order to safeguard its interests and the reputation of the Scheme.
20. The Installer agrees, where so directed by SEAI, to assist SEAI and its agents in any investigations concerning De-Registerable Behaviour and to provide such information to SEAI and its agents, as may be requested by SEAI from time to time.
21. The Installer accepts that failure to act on a direction from SEAI or its authorised agent or installer to assist SEAI and to furnish information sought in this regard may result in the Installer's removal from the Registered Installer List.
22. The Installer is responsible for ensuring that each project carried out on foot of the scheme has the Required Insurance Cover. The installer is required to maintain the Required Insurance Cover for each year the Installer participates in the Scheme.
23. The Installer shall ensure that he/she/it and any person assisting the Installer in carrying out any work on foot of this scheme is validly and fully insured to do so under the Company's insurance policies. Details of the insurance policies retained by the Company, under which such persons are insured, are contained in the Installer Declaration of Insurance, accompanying our application for registration.
24. In order to sign-off on and complete installations pursuant to the Scheme, the Installer must be registered on the Solar PV Scheme Installer Register at **all** stages of the installation process relating to installations funded by the scheme.
25. I, the Installer, declare that I am competent, qualified and have the necessary training and experience to enable me to install satisfactorily and safely, or supervise the installation of, the home energy systems for which I apply for registration. I declare that all services will be delivered with all due skill, care and diligence using materials which are fit for purpose and of adequate quality and will only use adequately qualified personnel in providing the services.
26. I, the Installer, accept that equipment which I, the Installer, install, or supervise the installation of, may, for verification or quality control purposes, be inspected by SEAI or its authorised agents or installers and the Installer and the Company will assist, by making him/her/they available and/or disclosing any requested information, and co-operate with any such inspector and SEAI with all aspects of the inspection process within 7 days of the date of a written request for such information and/or cooperation from SEAI.

27. The Installer will comply with all applicable legislation with regard to their participation in the Scheme, including Data Protection Legislation.
28. I, the Installer, accept that failure to act on a direction from SEAI or its authorised agent or installer, to remedy a deficit identified as a result of an inspection may result in my removal and/or my company's removal from the Registered Installer List. I accept that failure of a verification inspection may lead to my automatic de-registration and permanent removal from the Registered Installer List.
29. The Installer fully consents to the results of inspections being published by SEAI or its agents or installers and made available to the public in whatever media SEAI may at its discretion choose.
30. SEAI have put in place a Quality Assurance System, the key elements and processes of which are outlined in the Code of Practice document in respect of this scheme available on [www.seai.ie](http://www.seai.ie), which I have read and accept the terms set out therein. SEAI may publish and make public information concerning my and/or my company's de-registration from the Registered Installers List and the reasons for same.
31. The Installer agrees that any dispute that they (together or separately) may have with SEAI relating to any matter in connection with the Scheme shall in the first instance be discussed between SEAI and the Installer with a view to finding a resolution. If the discussions between the Installer and SEAI fail to reach a resolution, the dispute may be referred by either party to an independent mediator.
32. The Installer may appeal any decision taken by SEAI. The Installer understands that the above non-statutory right of appeal is without prejudice to the Installer right of recourse to the Courts of Ireland.
33. Each Company registered on the Company Register has undertaken to ensure that the Company shall enter into a written contract with the homeowner prior to commencing works on foot of the Scheme. The Company undertake to use the sample SEAI contract available at [www.seai.ie/betterenergyhomes](http://www.seai.ie/betterenergyhomes) or that an equivalent on no less favourable terms to the
34. The Company has confirmed and accepted that, in order to be reinstated to the list after deregistration in accordance with these Terms and Conditions, he/she/it may be required by SEAI to contribute to the costs of any re-inspections arising out of any rework declarations previously issued by SEAI or any of its agents or contractors. Furthermore, the Company has accepted that he/she/it may be required by SEAI to contribute to the cost of a number (at SEAI's discretion) of inspections carried out on the Installer's installations after re-registration. In the event that the Company responsible does not pay the cost of the works, the Installer.
35. The Installer agrees to attend, or have nominated personnel attend, targeted workshops at the Company's expense when directed by SEAI.
36. The Installer undertakes that the services provided by the Company pursuant to the Scheme will be carried out in accordance with recognised and accepted practices, acceptable industry standards, any applicable equipment installation guidelines and any relevant national and European laws and guidelines.
37. The Installer undertakes that the services provided by him/her/they pursuant to the Scheme will be carried out in accordance with the scheme's Code of Practice.
38. 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 works are undertaken on foot of the Scheme. SEAI's role in the Scheme is as grant scheme administrator only. No warranty express or implied is given by virtue of the Installer or the Company's participation in the grant scheme or the grant scheme inspection process. The Installer waives any claims it may have against SEAI as a result of the Company or the Installer failing to comply with these terms and conditions. The Company is responsible for determining the suitability of the works and arranging for them to be carried out by suitably qualified personnel.

39. The Installer accepts that these Terms and Conditions and the Code of Practice may be updated from time to time on the SEAI website and the updated version of the Terms and Conditions and/or the Code of Practice shall apply to the Installer with immediate effect.
40. The Installer accepts that in the course of the Scheme SEAI may update the technical competency requirements for a given technology. The Installer and/or the Company shall at their own expense to update the Installer's technical competency, as directed by SEAI. This may include a requirement to undertake specified accredited training for which all reasonable notice will be given.
41. The Installer agrees not to subcontract or contract the provision of the services provided by the Installer pursuant to the Scheme to any third parties without first obtaining the consent of the homeowner, but in any case, I will not contract or subcontract provision of such services to any third party who is not a suitably qualified and registered under the Scheme (i.e., to a person that is not an Installer).
42. The Installer accepts that in carrying out services pursuant to the Scheme that he/she/it shall not be acting in their capacity as a consumer but that they shall be acting in the course of their business or the business of the Company.
43. The Installer accepts that the Installer will be required to give undertakings and vouch for works undertaken, in circumstances where these declarations will thereafter be used by the homeowner in support of requests to SEAI for cash grant payment.
44. Where a director/partner of a company/installer that has been de-registered on one SEAI grant scheme, the SEAI reserves the right to de-register that entity on another SEAI scheme.
45. SEAI reserves the right to refuse registration on an SEAI grant scheme to a director/partner of a company/installer that has been involved with a de-registered or inactive company on another SEAI grant scheme.
46. SEAI reserves the right to refuse company/installer registration on an SEAI grant scheme that are underperforming on quality/volume/complaints/administration compliance on another SEAI grant scheme.
47. SEAI reserves the right to refuse company/installer re-registration on an SEAI grant scheme that have previously underperformed on quality/volume/complaints/administration compliance on that scheme or another SEAI grant scheme.

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**Rialtas na hÉireann**  
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