

**SECTION 1: OWNER MANAGEMENT COMPANY/PROPERTY MANAGEMENT AGENCY DECLARATION**

I (*OMC Director*): \_\_\_\_\_, confirm to the Sustainable Energy Authority of Ireland (SEAI) as follows:

1. Acting on behalf of OMC name: \_\_\_\_\_, I consent and hereby authorise (*PMA nominated person*): \_\_\_\_\_ to apply to SEAI on our behalf and as our agent for the grant(s) throughout the Better Energy Homes grant application process including where applicable with respect to receiving payment of the grant and enforcing my rights pursuant to the Better Energy Homes programme terms and conditions thereof.
2. I agree that I have read and understand the Better Energy Homes programme Terms and Conditions, as per Section 2 of this declaration.
3. I undertake to abide by the terms and conditions of the Better Energy Homes programme, which may be amended by SEAI from time to time, for the duration of the grant application process including making our properties available on request for verification of all measures carried out, which will involve a technical inspection by SEAI. I confirm that we believe our properties are eligible for the SEAI grant(s) outlined above.
4. I confirm that (a) We have not purchased any products or commenced any installation work relative to the work; (b) We have not received a grant previously for any works described in the quotation details provided from either SEAI or any State organisation or public body; (c) in the case of a grant for Heat Pump Systems and/or Renewable Systems, that our properties were built and occupied pre 2021; (d) in the case of a grant for Insulation and/or Heating Controls, that our properties were built and occupied pre 2011; and (e) We, (OMC name): \_\_\_\_\_ are the owners of the property and have full authority to commission the work.
5. I understand that we are under no obligation to have (*PMA name*) : \_\_\_\_\_ apply for the grant under the Better Energy Homes programme and could do so ourselves.
6. I confirm that we have read and understood the Data Protection notice in the terms and conditions of the Better Energy Homes programme.
7. I further acknowledge that should the SEAI from time to time require access to personal data I provide to (*PMA name*): \_\_\_\_\_ in connection with the works and/or the Better Energy Homes programme grant application process, that I hereby consent to such access being provided to SEAI (and to its employees, contractors, servants, agents and representatives) for the purpose of administration of the Better Energy Homes programme; consideration and/or processing of my grant application; and/or discharge by SEAI of its statutory and regulatory functions relative to the Better Energy Homes programme.
8. I acknowledge and accept that SEAI will not pay out any grant in respect of this application where a contractor other than an SEAI registered contractor is used. In this case, we will be required to cancel the application and reapply prior to any purchases or works commencing.

OMC Director Name	OMC Director Signature	Date
OMC Director Name	OMC Director Signature	Date

## SECTION 2 BETTER ENERGY HOMES TERMS AND CONDITIONS

- 1) The Application Guide, Application Form, Self-Declaration Form 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 applicant's submission of an application and these revised or supplemented Terms and Conditions (as published on the SEAI website) will apply to the application unless the applicant chooses to withdraw its application or withdraw from the contract. The applicant must monitor SEAI's website in order to learn of any such changes to the Terms and Conditions.
- 2) The applicant's agreement with SEAI in the event of a Grant Offer being accepted will comprise the Terms and Conditions, the Application Guide (including its Appendices), and the rest of the Application Form. The applicant, having accepted the Grant Offer and communicated their acceptance of it to SEAI, shall comply with and agree to be bound by the provisions of the Terms and Conditions of the Programme and these documents. In the event of any conflict arising between these documents the order of precedence shall be:
  - i. the Terms and Conditions of the Programme as set out in section 8 of the Application Guide ("the Terms and Conditions")
  - ii. the rest of the Application Guide less the Terms and Conditions of the Programme
  - iii. the rest of the Application Form less the Terms and Conditions of the Programme
- 3) In the case of an application through an OSS, the applicant's agreement with SEAI in the event of a Grant Offer being accepted will comprise the Terms and Conditions, the Application Guide (including its Appendices) and the OSS's Application Form and Terms and Conditions. Where there is a conflict between SEAI's terms and conditions and those of the OSS, SEAI's terms and conditions will take precedence.
- 4) The applicant must ensure that he/she completes and submits, to the extent applicable, the latest version of the Application Form (see [www.seai.ie/grants/home-grants/better-energy-homes](http://www.seai.ie/grants/home-grants/better-energy-homes) or call 01 8082100 for the latest version). Neither a Contractor nor an Assessor may apply on your behalf.
- 5) In the case of an application through an OSS, the applicant must ensure that he/she completes and submits, to the extent applicable, the latest version of the OSS' Application Form. The OSS is permitted to apply on your behalf.
- 6) In the case of a Heat Pump System grant or solar thermal grant, the applicant must be the owner of an existing home built and occupied before 2021, located in the Republic of Ireland. For Heat Pump System grants, the applicant must not have had a Heat Pump System previously installed at the home. In the case of insulation grants or heating control grants, the applicant must be the owner of an existing home built and occupied before 2011, located in the Republic of Ireland.

The Better Energy Home grants are not applicable to replacement Heat Pump Systems, mobile homes, caravans, houseboats or other temporary dwellings. Only fixed permanent dwellings are supported.

- 7) The applicant must undertake a measure(s) identified from the measure types supported under the Programme. Grants may only be claimed after the measures are fully completed and the Contractor has been paid by or has entered into a financing agreement with the homeowner.
- 8) The applicant must have a Building Energy Rating (BER) assessment of their home undertaken by a registered BER Assessor following completion of the upgrade works. The applicant must, in conjunction with their chosen BER Assessor, provide SEAI with evidence of this BER by way of the forms provided to them at time of Grant Offer.
- 9) The spirit and objective of the Programme is to assist homeowners in improving the energy efficiency of their homes. The applicant therefore agrees to act transparently and in good faith at all times during the process and that its application relates to works which are economically and physically practicable and which will secure the optimal energy efficiency improvements to its home. The applicant also agrees that the Grant monies will be coupled with its funds to the extent necessary to achieve this goal. In specifying works to which this application relates, the applicant confirms that its application does not concern works which are inefficient or incomplete in nature so as to render the expenditure of the Grant monies uneconomic.
- 10) The applicant vouches that measures applied for have not already been supported by other government programmes or by SEAI through Better Energy Homes or other programmes.
- 11) The applicant must engage a Contractor listed on the SEAI Registered Contractor list to carry out the supported measure. The Contractor must be active on the SEAI Registered Contractors list at the time of application and when works are being carried out.
- 12) Applicants must ensure that they accept their Grant Offer and the attaching terms and conditions.  
A grant is accepted by:
  - i. Online: Acceptance is confirmed by selecting the “Accept” option on the “Confirm Offer Acceptance” Screen.
  - ii. Offline: The Grant Offer including the Acceptance of Offer form will be issued to your postal address. The Acceptance of Offer form needs to be signed by the applicant and returned in accordance with the timelines prescribed by SEAI. If you do not return your Acceptance of Offer form within these timelines, your Grant Offer will lapse, and you have to reapply.
  - iii. In the case of an OSS application, the OSS’s Acceptance of Offer form needs to be signed by the applicant and returned to the OSS in accordance with the timelines prescribed by the OSS. If you do not return your Acceptance of Offer form within these timelines, your Grant Offer will lapse, and you have to reapply.
- 13) The applicant must secure approval from SEAI before assuming he/she will receive the Grant. SEAI reserves the right to reject/approve applications for Grants under the Programme and for the avoidance of doubt SEAI reserves the right to cancel the application and/or process at any time where an applicant is found to be in breach of these Terms and Conditions of the Programme or the other documents referred to in Clause 2 and Clause 3.

- 14) In the case of OSS applications, the applicant must secure approval from their OSS before assuming he/she will receive the Grant. SEAI reserves the right to reject/approve applications for Grants under the Programme.
- 15) The applicant must ensure Grant approval is received before proceeding with any product purchase or installation work. Costs incurred prior to Grant approval are ineligible and may result in the entire Grant being withdrawn.
- 16) The Grant, once approved, is only payable in respect of the type of measures identified in the Application and referenced in the Grant Offer.
- 17) In the case of eligibility for a Heat Pump System grant application:-
  - a. Where the applicant's property meets the required heat loss indicator ("HLI") as defined in the Domestic Technical Standards and Specifications ("DTSS"). A Technical Assessment is not required at Heat Pump System grant application stage.
  - b. Where the applicant's property does not meet the required HLI, a pre-works Technical Assessment and any recommended fabric upgrade works must be completed before the Heat Pump System installation. Further information about Heat Pump System eligibility can be found at:-  
<https://www.seai.ie/sites/default/files/publications/Homeowner-Application-Guide.pdf>
- 18) The eight-month term of the Grant starts on the date the Grant Offer has been made. All work and documentation must be submitted to SEAI before the eight-month Grant expiry date, noted on the Grant Offer. Failure to do so will result in your Grant being declined.
- 19) The timing of fulfilment of the Grant to approved applicants is subject to the funding allocated by government to the 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.
- 20) Should the applicant's property be selected as part of a sample inspection process, the applicant must grant full access to his/ her home for verification and/or technical inspection within 14 days of request for access, save in exceptional circumstances demonstrated to the satisfaction of the inspector. Failure to satisfy this full access requirement will be considered a breach of these Terms and Conditions (see Clause 24 below).

In the instance of wall assessments, some of these inspections may result in the undertaking of "invasive" tests, including borescope probing and thermal imaging. The applicant may also be requested to participate in follow-up research (by telephone call, SMS survey, email or postal questionnaire) as may be commissioned by SEAI or its agents in relation to the inspection process. The applicant acknowledges 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.

- 21) The householder must facilitate any reasonable request made by SEAI or its agents requiring the contractor to return to the house in order to make good any works deemed not to meet the standards of the Programme.
- 22) The applicant must obtain all necessary consents, permissions and statutory approvals and have authority to install the measures in his/her home.
- 23) 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, alteration (including unclipping, replacement or reinstatement) of service cables / aerial wires to a domestic house, system, service, specification, standard, installation or the qualification or performance of the Contractor in respect of which a Grant Offer has issued, or grant approval or payment was given 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 Programme.  

The fact of registration on the Registered Contractors List for the Programme does not infer any warranty or endorsement of that contractor by SEAI.
- 24) The information in the documents referred to in Clause 2, Clause 3 (where applicable) and on SEAI's website is not intended to warrant or guarantee the quality of the materials, product and/or the installation chosen by the applicant.
- 25) In the event of any breach of these Terms and Conditions of the Programme or the other documents referred to in Clause 2 and Clause 3 above by the applicant 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 and the applicant agrees to comply with any such demand within one month of the date of the letter from SEAI containing such demand.
- 26) With the exception of Clause 20 above which must be complied with in accordance with the terms of that Clause, 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 Programme.
- 27) The applicant shall have a formal contract in place with each of their chosen registered Contractors before works commence.
- 28) Any false, fictitious or fraudulent statements or claims knowingly made on grant applications, Declaration of Works or supporting documentation, submitted in respect of previous grant applications/claims or otherwise made to SEAI, its authorised officers, or a Better Energy 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 Scheme, Clause 25 shall also apply.
- 29) The Applicant acknowledges that SEAI is subject to the requirements of the Freedom of Information Act 2014 ("FOIA") and shall assist and co-operate with SEAI to enable

SEAI to comply with its information disclosure obligations. SEAI undertakes to use its reasonable endeavours to hold confidential any information provided by the Applicant, subject to the SEAI's obligations under law, including the FOIA.

30) Data Protection Statement:

The Sustainable Energy Authority of Ireland (SEAI) fully respects your right to privacy. Please use this link to access the Better Energy Homes Privacy Notice:

<https://www.seai.ie/publications/Better-Energy-Homes-Privacy-Notice.pdf>. This Privacy Notice is intended to help you understand what Personal Data SEAI collects about you, why we collect it, what we do with it, who we may share it with and how we protect it.

When we talk about "Personal Data" in this Notice, we mean any information relating to you, either directly or indirectly.

31) If you are applying for External or Internal Wall Insulation and you commence works on or after 1st November 2019, you will be impacted by changes to the Building Regulations (Part L). You will be required to comply with the new Building Regulations (Part L) as a condition of your grant payment.

32) In the case of residential properties owned by a Company/Organisation/Undertaking, the applicant under the Better Energy Homes scheme must ensure that they complete and submit the Owner Management Company Authorisation Form to SEAI prior to the creation of a grant application. This form details the required authorisations which must be in place prior to the creation of a grant application and is available from [info@betterenergyhomes.ie](mailto:info@betterenergyhomes.ie).

33) In the case that an application is made through an OMC (ref clause 32) in the form of a Company / Organisation/ Undertaking, the Better Energy Homes Grant is being operated under the Commission Regulation (EU) No 2023/2831 of 13 December 2023 amending Commission Regulation (EU) No. 1407/2013. De Minimis Aid - EC Regulation 1407/2013. De Minimis Aid is small amounts of State Aid given to a Company /Organisation /Undertaking. The current limit for a Company /Organisation /Undertaking under this EC Regulation, irrespective of size or location, is €300,000 over a three-year period. An applicant is obliged make a full declaration of all other De Minimis Aid received in the last three years. This form is available from [info@betterenergyhomes.ie](mailto:info@betterenergyhomes.ie).

34) In line with the requirements of the Department of Finance, where the combined value of the grants paid to the Applicant is in excess of €10,000 in a single calendar year, the Applicant will be required to furnish the SEAI with a Tax Clearance Certificate for a grant payment to be paid, in order to satisfy Revenue requirements. To avoid delays in grant payments, applicants are advised to familiarise themselves with Revenue's requirements, including how to apply for a Tax Clearance Certificate using the electronic Tax Clearance (eTC) system on [www.revenue.ie](http://www.revenue.ie).