

Better Energy Homes:

Contractor Registration Terms and Conditions



Better Energy Homes Programme – Contractor Registration Terms and Conditions

1. I, as the individual completing and executing this registration form agree to be bound by the following Terms and Conditions and subject to the disciplinary measures for breach of same (in accordance with the Better Energy Homes) scheme Quality Assurance System and Disciplinary Procedure (see www.seai.ie/betterenergyhomes). For the avoidance of doubt, where I as an individual, seek to apply for registration on behalf of a company, both the company and I will be bound by these Terms and Conditions and any disciplinary measures taken for breach of same will apply both to the company that has authorised me to apply on its behalf and to me, the individual.
2. I acknowledge and confirm that SEAI may also refuse an application for registration of an individual or company if such registration would result in a breach of these Terms and Conditions or if the object or effect of such registration is reasonably considered by SEAI to be the circumvention of the application, or potential application, of disciplinary measures to another individual or company.
3. I confirm that I have reviewed and accept these Terms and Conditions for registration on the Registered Contractor List and that I will comply with these Terms and Conditions. I will also ensure that all nominated personnel on this registration form and any contractors or permitted subcontractors engaged by me to provide services under the Better Energy Homes scheme (the "Scheme") are made aware of and adhere to these Terms and Conditions. I agree that I am fully responsible for the acts and omissions of such nominated personnel, contractors or subcontractors.
4. I accept that my, or my nominated personnel, engaging in fraudulent or inappropriate behaviour in relation to the Scheme may result in my removal from the Registered Contractor List. I also accept that any failure by me or my nominated personnel to comply with these Terms and Conditions may result in my removal from the Registered Contractor List. This is without prejudice to any other appropriate action that SEAI may take in order to safeguard its interests and the reputation of the Scheme. I accept that fraudulent or inappropriate behaviour includes, but is not limited, to:
 - (a) signing a Declaration of Works form prior to completion of the declared works;
 - (b) in any other way enabling or facilitating me, my nominated personnel, Scheme applicants or other persons to receive payment of grant monies for works which have not been completed at the time of grant payment;
 - (c) 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 contractor, or a subcontractor to a registered contractor) during a period of deregistration, unless otherwise mandated to do so by SEAI by written instruction;

- (d) facilitating the participation, of or provision of services by (including, without limitation, as principal, partner, manager, director, employee, sub-contractor or otherwise) a contractor, that is currently subject to deregistration, in the carrying out of Scheme works, unless otherwise mandated to do so by SEAI;
 - (e) circumventing the spirit and intent of a contractors deregistration; and
 - (f) 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.
5. I agree, where so directed, to assist SEAI and its agents in any investigations concerning fraudulent or inappropriate behaviour relating to any aspect of the scheme. I accept that failure to act on a direction from SEAI or its authorised agent or contractor to assist SEAI and to furnish information sought in this regard may result in my removal and/or the removal of my company from the Registered Contractor List.
 6. I undertake to furnish SEAI with a tax reference number and tax clearance access number for the purpose of SEAI verifying the validity of the tax clearance certificate using those numbers. The numbers shall not be used by SEAI for any other purpose. I accept that failure to have a valid tax clearance certificate shall result in my removal and/or my company's removal from the Registered Contractor List.
 7. I undertake to maintain in place up to date Public and Products Liability, and where applicable Employers Liability Insurance each year that I am included on the Registered Contractor List and I attach SEAI's standard Declaration of Insurance form completed by my insurer, agent, or broker to this effect. I accept that failure to furnish SEAI with this Declaration of Insurance on an annual basis may result in my removal and/or my company's removal from the Registered Contractor List.
 8. I understand that in order to remain eligible under the Scheme I am required to be registered on the Registered Contractor List at **all** stages in the installation process relating to installations where I am the nominated Contractor in the grant application.
 9. I declare that all my nominated personnel, who shall supervise and sign off on works, are competent, qualified and have the necessary training and experience to enable them to satisfactorily and safely install, or supervise the installation of, the home energy efficiency measures ("Measures") 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, including the nominated personnel, in providing the services.
 10. I declare that all my nominated personnel, who shall either complete the works or attend the site either to supervise or inspect the works and sign off on works, have met or exceeded the technical competency requirements for the Scheme as specified by SEAI.
 11. I accept that Measures which I or my nominated personnel install, or supervise the installation of, may, for verification or quality control purposes, be inspected by SEAI or its authorised agents or contractors and I will assist, by making myself available and/or disclosing any requested information, and co-operate with any such inspector.

12. I fully consent to the results of such inspections being published by SEAI or its agents or contractors and made available to the public in whatever media SEAI may at its discretion choose.
13. I accept that failure to act on a direction from SEAI or its authorised agent or contractor, 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 Contractor List. I accept that failure of a verification inspection may lead to my automatic de-registration and permanent removal from the Registered Contractor List.
14. I am aware that SEAI may de-register Contractors where SEAI has evidence of repeated failures on the part of Contractors or their nominated personnel to deliver quality work or give customer satisfaction. SEAI have put in place a Quality Assurance System, the key elements and processes of which are outlined in the document Quality Assurance System and Disciplinary Procedure available on [Better Energy Homes QADP](#), which I have read and accept the terms set out therein. I understand that SEAI may publish and make public information concerning and/or my company's deregistration from the Registered Contractors List and the reasons for same.
15. I agree that any dispute between me and SEAI in relation to any matter in connection with the Scheme shall in the first instance be discussed between us with a view to finding a resolution. I agree that if the discussion between me and SEAI fails, the dispute may be referred by either of the parties to an independent mediator.
16. I understand that I may appeal any decision taken by SEAI in accordance with the Better Energy Homes Quality Assurance System and Disciplinary Procedure. I also understand that the above non-statutory right of appeal is without prejudice to my rights of recourse to the Courts of Ireland.
17. I undertake to enter into a written contract with the homeowner prior to commencing work. I undertake that the Template Contract Guidance available at <https://www.seai.ie/publications/template-contract-guidance.pdf> or an equivalent on no less favourable terms to the homeowner will be used.
18. I undertake to ensure that an optimum solution is provided to the homeowner where physically and economically feasible e.g. insulating all exposed walls in the case of wall insulation or all of the roof/attic where this measure is selected. Physical feasibility refers to areas that are accessible. Economic feasibility refers only to the viability of the installation itself. Economic feasibility in this case does not refer to the ability of the homeowner to fund their portion of the capital cost of a conventional installation.
19. I accept that, in order to be reinstated to the list after deregistration in accordance with these Terms and Conditions, I 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 I accept that I may be required by SEAI to contribute to the cost of a number (at SEAI's discretion) of inspections carried out on my installations after re-registration.

20. I agree to attend, or have nominated personnel attend, targeted workshops at my expense when directed by SEAI.
21. I undertake that the services provided by me 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.
22. I undertake that the services provided by me pursuant to the Scheme will be carried out in accordance with the SEAI Domestic Technical Standards and Specifications. Furthermore, I undertake to comply with the requirements set out in the Better Energy Homes Contractor's Code of Practice, and any other directions and guidelines issued by SEAI from time to time.
23. I accept that SEAI's Domestic Technical Standards and Specifications, the Better Energy Homes Contractor's Code of Practice and other SEAI guidelines and directions may be updated from time to time on the SEAI website and these updated documents shall apply to me from immediate effect.
24. I agree to indemnify SEAI and keep SEAI indemnified from and against any losses, liabilities, demands, damages, costs, claims and expenses (including, without limitation, legal costs and expenses) awarded against or suffered, incurred or paid by SEAI which arise out of, or are consequential upon or connected with a claim made against SEAI by a homeowner relating to the Contractor's acts or omissions in installing Measures and providing services to that homeowner.
25. I agree to indemnify and keep indemnified SEAI from and against all costs, claims, demands, liabilities, expenses, damages or losses in accordance with the specified insurance terms for registration as a Contractor (including without limitation any direct or indirect consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with my failure to obtain approvals or consents or my failure in ensuring these approvals or consents were in place as appropriate to the works.
26. I accept that these Terms and Conditions may be updated from time to time on the SEAI website and these updated Terms and Conditions shall apply to me and my company with immediate effect.
27. I accept that in the course of the Scheme SEAI may update the technical competency requirements for a given Measure. I agree at my own expense to update my technical competency, or that of my nominated personnel, as directed by SEAI. This may include a requirement to undertake specified accredited training for which all reasonable notice will be given.
28. I agree not to subcontract or contract provision of the services provided by me 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 registered contractor on the Registered Contractor List for the same Measures for which I apply for registration.

29. I accept that in carrying out services pursuant to the Scheme that I shall not be acting in my capacity as a consumer but that I shall be acting in the course of my business.
30. I understand and accept that I (or my employees) will be required to give undertakings and vouch for works undertaken, where these declarations will thereafter be used by the homeowner in support of requests to SEAI for cash grant payment.

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