

Better Energy Homes Contractor-Homeowner-Contract

Minimum-Requirements

Version 2.1 2024

BEH: Contractor-Homeowner-Contract

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Sustainable Energy Authority of Ireland

SEAI is Ireland's national energy authority investing in, and delivering, appropriate, effective and sustainable solutions to help Ireland's transition to a clean energy future. We work with the public, businesses, communities and the Government to achieve this, through expertise, funding, educational programmes, policy advice, research and the development of new technologies.

This document does not constitute a legal interpretation of the law. Neither does it constitute legal advice. No party shall be entitled to rely solely on any information provided in this document.

Version update

SEAI reserves the right to update these Minimum-Requirements from time to time, as deemed appropriate. Please check the SEAI website to ensure that you have the latest version.

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General

This document is being made available to all SEAI contractors registered to operate on the SEAI Better Energy Homes Individual Energy Upgrade Grants Programme ("**Contractor**") pursuant to the terms of the Contractor Registration Form entered into between SEAI and each Contractor.

In accordance with each Contractor Registration Form, SEAI has the right to issue a statement of minimum requirements ("**Minimum Requirements**") for what each Better Energy Homes Contractor Homeowner Agreement ("**BEH Contractor Homeowner Agreement**") should include, at a minimum. This document sets out the Minimum Requirements which SEAI requires to be reflected in each BEH Contractor Homeowner Agreement between a contractor and homeowner for grant aided works. Each Contractor is required to implement these Minimum Requirements in all its BEH Contractor Homeowner Agreements.

These Minimum Requirements do not preclude the inclusion of additional terms in a BEH Contractor Homeowner Agreement, provided such additional terms do not conflict with, qualify or otherwise affect any of the Minimum Requirements set out in this document.

The Contractor shall ensure that the relevant BEH Contractor Homeowner Agreement is in place before any BEH measure works are undertaken and before any grant application to SEAI is made relating to such BEH measure works.

Minimum Requirements

The BEH Contractor Homeowner Agreement must:-

1. Be in writing, be between the Contractor and the homeowner only and be signed by both the Contractor and the homeowner;
2. Include a start date and either a completion date for the BEH measure works or the time period within which the BEH measure works will be completed;
3. Include a clear description of the BEH measure works to be undertaken;
4. Include a clear description of the financial obligations of the homeowner, including specifically the amounts payable by the homeowner to the Contractor for the BEH measure works. In the case where the Contractor is claiming the grant directly and charging the homeowner on a net of grant basis this will equate to the cost of such BEH measure works less any grant funding provided by SEAI relating to the applicable BEH measure works.
5. Include confirmation that any grant payment from SEAI shall be conditional upon fulfilment of all requirements under all relevant guidelines issued by SEAI, including the processes and

requirements set out in the relevant scheme guidelines, and all relevant industry technical standards and specifications;

6. Include an obligation on the Contractor, its sub-contractors and all other personnel involved in the BEH measure works to comply with all applicable law, including all applicable building regulations and health and safety laws;
7. Include an obligation on the Contractor to ensure that the BEH measure works will be undertaken using all reasonable skill and care and in accordance with good industry practice;
8. Include an obligation on the Contractor (including on behalf of its sub-contractors) to only use appropriately qualified, experienced, skilled and trained personnel;
9. Include an obligation on the Contractor (including on behalf of its sub-contractors) to only use personnel who are registered with SEAI as registered contractors, where this is required, or will be supervised and signed off by the Contractor where such sub-contractor registrations are not in place.
10. Include:
 - a. Confirmations from the Contractor that the planned BEH measure works are economically and physically practicable, that the planned BEH measure works will not be inefficient or incomplete in nature so as to render the expenditure of the grant monies uneconomic and that the planned BEH measure works will secure the optimal energy efficiency improvements to the relevant home;
 - b. An acknowledgement from the homeowner that its own funds will need to be applied in addition to the grant monies in order to achieve the requirements of preceding sub-clause (a);
 - c. An obligation on the Contractor to only use newly fitted materials/products in the BEH measure works;
 - d. Confirmation from the homeowner that the planned BEH measure works have not been incentivised previously by the homeowner in the particular home (in whole or in part) under any other SEAI or other grant programme; and
 - e. Agreement by the homeowner that SEAI will have the right to withhold or clawback any grant payment in the event that either the obligation on the Contractor referred to at sub-clause (c) above is not complied with or the confirmation to be given by the homeowner referred to at sub-clause (d) above is incorrect (in whole or in part).
11. include warranties and representations given by the Contractor to the homeowner that the BEH measure works:
 - a. Will correspond in all respects with all relevant technical documentation and/or specifications (including the relevant SEAI grant scheme standards and guidelines documents available on the SEAI website and any other prescribed specifications and

- standards guidance issued by SEAI from time to time pertaining to the applicable SEAI scheme); and
- b. Will be of merchantable quality, fit to effectively improve the energy efficiency of the homeowner's home, be free from defects and will be compliant with all relevant statutory requirements and regulations relating to such BEH measure works.
12. In addition to any warranties which may be provided by third parties, include an obligation on the Contractor (at the Contractor's expense but at the homeowner's discretion) to repair, replace or remedy any BEH measure works which do not comply with the warranties and representations referred to at clause 11 of this document at any point during a reasonable period¹ following completion of the relevant BEH measure works;
13. Include an indemnity given by the Contractor in favour of the homeowner which applies to any losses, liabilities, demands, damages, costs, claims and expenses incurred or paid by the homeowner which arise out of: (i) the Contractor's breach of its obligations under the BEH Contractor Homeowner Agreement; and/or (ii) the Contractor's negligence;
14. Not include any unreasonable caps or exclusions to the Contractor's liability to the homeowner arising from the BEH Contractor Homeowner Agreement;
15. Include an obligation on the part of the Contractor to ensure that the benefit of all warranties that are received from third parties in relation to the BEH measure works and their installation (including relating to materials and hardware) are assigned and passed through to the homeowner;
16. Incorporate all documentation relevant to the applicable SEAI grant scheme by reference into the contract if appropriate, including the relevant terms and conditions of the applicable SEAI grant scheme, the applicable SEAI grant scheme guidelines if appropriate, and any other terms which are included in the relevant grant application guide;
17. Include a consent from the homeowner to grant SEAI access to the home for the purposes of inspections and audits in accordance with the requirements of the relevant SEAI grant scheme guidelines and terms and conditions;
18. Include agreement by the homeowner that it will facilitate any reasonable request made by SEAI or its agents requiring the Contractor (or any sub-contractor) to return to the relevant home in order to make good any BEH measure works deemed not to meet the standards of the relevant SEAI grant scheme;

¹ This period shall be specified by the Contractor in the Contractor Homeowner Agreement.

19. Include confirmation from the Contractor that is not as a partner, representative or agent of SEAI;
20. Include provisions setting out appropriate procedures to allow the homeowner to make complaints about the Contractor, its sub-contractors and all other relevant personnel involved in the BEH measure works, including provisions which specify how such complaints will be managed and resolved;
21. Include confirmation from the homeowner that it was informed by the Contractor before entering into the BEH Contractor Homeowner Agreement that the homeowner did not need to deal exclusively with the Contractor in order to secure funding from SEAI, and that other Contractors are available for such purposes;
22. Include confirmation that the Contractor may only act as a Contractor as long as it is registered with SEAI, that this registration is subject to potential suspension or termination in accordance with the terms of the Contractor's registration with SEAI, and that, if the Contractor is suspended or terminated, the homeowner may need to appoint a new Contractor to complete any incomplete work in order to avail of the relevant grant;
23. Include a commitment from the Contractor to hold appropriate insurance cover;
24. Include an obligation on the Contractor to provide the homeowner with a signed and legible "Declaration of Works" on completion of the BEH measure works;
25. Include an obligation on the homeowner to sign the "Declaration of Works" it is provided with by the Contractor on completion of the BEH measure works; and
26. Include a joint obligation on the Contractor and the homeowner to ensure that the "Declaration of Works" (signed by both the Contractor and the homeowner) is returned to SEAI.

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