

Energy Efficiency Incentive Scheme Terms & Conditions

Valid as at 25th May 2018 until further notice

This agreement applies to the operation of Energy Efficiency Incentive Scheme ("Incentive Scheme") by Electric Ireland of 2 Swift Square, Northwood, Santry Dublin 9 ("Electric Ireland"). By completing your registration with an Energy Credit Partner for the Incentive Scheme, you agree to these Terms and Conditions. These terms and conditions are independent of any Terms and Conditions you may be required to sign with the Energy Credit Partner relating to qualifying works on your property.

1 AVAILING OF THE ELECTRIC IRELAND ENERGY EFFICIENCY INCENTIVE SCHEME

- 1.1. The Incentive Scheme is available to all Electric Ireland residential customers aged 18 and over, who agree to these Terms and Conditions and who have qualifying works carried out by a registered Energy Credit Partner or sub contractor to registered Energy Credit Partner of Electric Ireland.
- 1.2. The Incentive Scheme is operated through approved Electric Ireland Energy Credit Partners ("Energy Credit Partners").
- 1.3. The Incentive ("Incentive") comprises a credit to a customer's electricity or gas account with Electric Ireland of an amount determined by the type and scale of the qualifying works. The Incentive is not exchangeable for cash or refund even if it puts or keeps the relevant account in credit. The Incentive is not transferable to other Electric Ireland accounts.
- 1.4. By taking part in the Incentive Scheme, you hereby agree that any Better Energy credits allocated by SEAI to the works will be assigned to Electric Ireland and hereby undertake to comply with any reasonable requirements to effect the transfer such credits to Electric Ireland.
- 1.5. To avail of the Incentive Scheme you must complete the Registration Process with an Energy Credit Partner, providing all mandatory details and preferences, including your Electric Ireland electricity or gas account number and have qualifying works carried out on your premises by the Energy Credit Partner. Customers can register unlimited works on the scheme once they are qualifying measures approved by the SEAI. The Incentive will only be applied to customers' account after the Energy Credit Partner is paid in full for qualifying works. Once Electric Ireland receives satisfactory evidence of completion of the qualifying works (which will be provided by the Energy Credit Partner), the Incentive will be applied to your account. Details of the amount of the Incentive, and the time it will be applied to customers' account can be found at www.electricireland.ie/efficiency. Electric Ireland reserves the right to amend the rate and time of payment of the Incentive at any time. The Incentive will be paid to qualifying Customers at the rate applicable on the date Electric Ireland is notified of completion of the relevant works.

2. DATA PROTECTION AND PRIVACY

- 2.1. In order that Electric Ireland may discharge its duties under this Agreement and provide you with an effective service, it will be necessary for Electric Ireland to collect and use data relating to you while you are being supplied with this service. This data is used mainly to manage our relationship with you and for the provision of the Energy Efficiency Incentive Visit and associated services, including for example, visits to your home. In addition, data relating to you may be used for health and safety, administration, risk assessment and credit checking purposes. Electric Ireland may retain your data for a reasonable period after it has ceased to provide you with this service but will not keep it for any longer than is necessary and/or as required by law.
- 2.2. Electric Ireland may disclose your data to other business units within the ESB group and agents who act on behalf of Electric Ireland in connection with the activities referred to in sub-clause 2.1 above, including to any agent or third party service provider who Electric Ireland may engage to assist us in the performance of the service. Such agents or third parties are only permitted to use your data as instructed by Electric Ireland. They are also required to keep your data safe and secure.
- 2.3. You may speak to employees of Electric Ireland (or agents acting on its behalf) by telephone. To ensure that Electric Ireland provides a quality service, your telephone conversations may be recorded. This (call) is recorded for training, quality and account management purposes in accordance with data privacy laws. For more information about how Electric Ireland respects & manages your privacy please go to www.electricireland.ie/Privacy

- 2.4. Details about how we use your data, and the rights you have in relation to your data, please refer to our Privacy Notice at [\[link\]](#). For further information, you may contact the ESB Data Protection Officer at Two Gateway, East Wall Road, Dublin D03 A995 or at dpo@esb.ie

3. LIABILITY

- 3.1. Electric Ireland will not be responsible for, and disclaims any liability in respect of any loss, damage or expense which you incur as a result of any failure by you to comply with these Terms and Conditions.
- 3.2. In the event that an Incentive is credited to you to which you are not entitled, you agree to repay the amount of such credit to Electric Ireland within 14 days of demand. If payment is not made within that period, Electric Ireland reserves the right to reverse the credit on your gas or electricity account.
- 3.3. Except as expressly set out in these Terms and Conditions, all representations, warranties, Terms and Conditions, whether express or implied, and all liability on the part of Electric Ireland in relation to the Electric Ireland Energy Efficiency Incentive Scheme are hereby excluded to the greatest extent permitted by law. This does not affect your statutory rights.
- 3.4. Electric Ireland has no control over, has no responsibility for, and accepts no liability, in respect of, works carried out to your property by an Energy Credit Partner. Such works are carried out directly for you by the Energy Credit Partner, and are subject to such terms and conditions as you may agree with the Energy Credit Partner.

4. GENERAL

- 4.1. These Terms and Conditions may be varied at any time by Electric Ireland.
- 4.2. These Terms and Conditions are governed by the laws of Ireland. You and Electric Ireland submit to the exclusive jurisdiction of the Irish Courts in relation to any dispute relating to these Terms and Conditions.
- 4.3. Electric Ireland is a division of the Electricity Supply Board.

5. MARKETING

- 5.1. Electric Ireland, members of the ESB group and/ or agents acting on behalf of Electric Ireland may wish to contact you by text message, e-mail, post, telephone or in person with information about products or services which may be of interest to you. Please follow carefully the instructions below to ensure that you're marketing preferences are adhered to.
- 5.2. You may opt out of (or opt in to) being contacted with information about products and services by either writing directly to Electric Ireland, Home Service Team, Building 2, Swift Square, Santry, Dublin 9. Emailing us at: homeservices@electricireland.ie directly to Electric Ireland, Home Service Team, Building 2, Swift Square, Santry, Dublin 9.