

**Electricity Supply Board (ESB) trading as Electric Ireland.** For all enquiries, including cancellation requests, please contact [homeservices@electricireland.ie](mailto:homeservices@electricireland.ie) or 1800 372 333

### EV Home Chargers Terms & Conditions

The headings in these Terms and Conditions are for convenience only and will not affect how they are interpreted.

#### DEFINITIONS

**Works** means the works required to install the Home Charge Point at Your Premises in accordance with the Contractor's processes

**Acceptance** means a communication from Electric Ireland to you (which may be by email) confirming acceptance of your Order

**Additional works** means any extra Works to be carried out at the Premises

**Certified Electrician** means an electrician who is certified by a recognised Electrical Contractor Governing Association Safe Electric {formerly Register of Electrical Contractors of Ireland (RECI)};

**Contract** means the contract between You and Us, comprising the Order, the Acceptance and these Terms and Conditions.

**Contract Date** means the date the Contract comes into force, being the date we issue an acceptance of Your Order

**Contractor** means a third party sub-contractor who will install the Home Charge Point at the Premises for the Customer on behalf of Electric Ireland. The Contractor shall be a Certified Electrician;

**Cooling Off Period** means the period of 14 days from the later of (i) the Contract Date and (ii) the date that you pay the Price to Us

**Consumer unit** (may also be known as a **Consumer Control Unit** or **Customer Distribution Board**) means a particular type of distribution board comprising a type-tested coordinated assembly for the control and distribution of electrical energy, principally in domestic premises, incorporating manual means of double-pole isolation on the incoming circuit(s) and an assembly of one or more fuses, circuit breakers, residual current operated devices or signalling and other devices proven during the type-test of the assembly as suitable for use;

**Customer** or **You** means the person or company for whom the Home Charge Point shall be installed.

**DPA** means the General Data Protection Regulation (Regulation 2016/679/EU), the Data Protection Act, 2018 and any other statute, statutory instrument, rule, order, directive, or regulation, of any competent national or supranational authority relating to the protection of Personal Data or the privacy of individuals;

**Electric Ireland, We** or **Us** means Electricity Supply Board trading as Electric Ireland, a statutory corporation having its principal place of business at 27 Fitzwilliam Street Lower, Dublin 2 D02 KT92 Ireland;

**ESB Networks**, means ESB Networks DAC a company registered in Ireland (registration number 465172) the licensed operator of the electrical distribution system in the Republic of Ireland.

**Electric Vehicle** means a vehicle that uses one or more electric motors or traction motors for propulsion;

**Home Charge Point** means a single socket, single phase, wall mounted unit;

**Installation Component** means any or all of the three main components of the Home Charge Point, namely:

- a. The charging unit itself;
- b. Protection Device - this is a Residual Current Circuit Breaker with Over Current Protection (RCBO) which is used to protect against over current, short circuit and earth leakage; and
- c. Charge Point Supply Cable - this is the cable that is connected between the Consumer Unit and the Home Charge Point.

**Order** means the order you have placed with Us for the purchase and installation of the Home Charge Point specified therein.

**Personal Data** means personal data as defined under the DPA;

**Premises** means the premises where the Home Charge Point shall be installed.

**Price** means the price for the supply and installation of the Home Charge Point, as set out in the Quote

**SEAI Electric Vehicle Grant** is a grant available under a scheme initiated in April 2009, the Minister for Communication Energy and Natural Resources announced the introduction of grant support for the installation of a home charger unit. For latest information on SEAI Grants available for the purchase of Electric Vehicles and home chargers please visit:

<https://www.seai.ie/>.

**Quote** means the quotation of a price for the Works provided to You.

**Surface Wiring Method** is a system of wiring whereby the cable connecting the distribution board and Home Charge Point is mounted directly onto the interior/ exterior wall, as the case may be.

**External Wall Insulation** is a composite cladding system comprised of suitable insulation and waterproof coating which is applied to all the external walls of a building.

**Terms and Conditions** means these terms and conditions.

#### THE QUOTE

We will, on request, provide a Quote for the installation of a single Home Charge Point at premises in the Republic of Ireland

The Quote shall, unless otherwise stated, be based on the following assumptions:

- a. The Contractor shall be required to make one visit only to the Premises to inspect the Premises and install the Home Charge Point.
- b. The Contract shall use only the Surface Wiring Method in the installation of the Home Charge Point. For clarity, the Contractor shall not carry out works including, but not limited to, lifting floorboards, removing panelling or running cable chases in walls.
- c. The Home Charge Point will be installed within 10 metres of the Customer Distribution Board.
- d. The Home Charge Point will be surface mounted on an outside wall of the Premises as long as the Customer Distribution Board is located within the Premises.
- e. the Customer's existing wiring system is in line with current Irish National Wiring Rules.

- f. The Customer has (i) a dedicated parking space within the boundary of the Premises for the Electric Vehicle or, (ii) where the premises is an apartment a designated parking space within the apartment complex.
- g. The wall on which the Home Charge Point is to be installed is not covered by external wall insulation.

#### THE ORDER

1. The Order constitutes an offer by You to purchase the Home Charge Point Installation from Us in accordance with these Terms and Conditions.
2. The Price is payable in full on submission of your Order. We may, in our absolute discretion, accept an Order which is not accompanied with payment of the full amount of the Price.
3. Your Order may be accepted by Us if:
  - a. You are resident in the Republic of Ireland;
  - b. the Premises are in the Republic of Ireland; and
  - c. You are 18 years of age or over;
4. In processing any Order We may, at our sole discretion, request the following from You:
  - a. proof of purchase of the EV,
  - b. proof of registration of the EV
  - c. proof of the award of the SEAI EV grant in relation to your EV
  - d. in the case of apartments or rented premises, written permission from the landlord and/or management company to carry out the Works.
5. If we issue an Acceptance of your Order, the Contract will come into force, and become legally binding on You and Us, The date of issue of that Acceptance is the Contract Date.
6. Once the Contract comes into force (on our acceptance of your Order), the Price is payable in full and you must pay any outstanding balance of the Price. Once We receive payment in full, we will schedule the Works. If We do not receive payment in full within 14 days of the Contract Date, We reserve the right to cancel the Contract, in which event any deposit or part payment will be refunded to You.
7. If, following acceptance of an Order, it is discovered that additional works are required, We may, but are not obliged to, offer to carry out some or all of such works for an additional charge. The works We offer to carry out are Additional Works. If You accept Our offer in relation to Additional Works, the Order will be amended accordingly. If You do not accept Our Offer, you may either (i) terminate the Contract or (ii) carry out the Additional at your own expense, in which event the Works will be delayed until Your Additional Works have been completed subject to a maximum delay of 6 months, after which We may terminate the Contract.
8. If We discover that there are issues which prevent Us from installing the Home Charge Point, We will notify You, and You shall have the option to either:
  - a. terminate the Contract; or
  - b. suspend the Contract until such time as You rectify the issues (at Your own expense). If such issues are not rectified within 6 months We may terminate the Contract.

#### YOUR RIGHT TO CANCEL AN ORDER

9. You have the right to cancel the Contract at any time during the Cooling Off Period. You may exercise your right to cancel by notifying us in writing. You may also cancel by completing and submitting the Cancellation Notice, available at [www.electricireland.ie/cancellation-form-ev-home-chargers](http://www.electricireland.ie/cancellation-form-ev-home-chargers)  
If You exercise Your right to cancel the Contract during the Cooling Off Period,
    - a) You must at your own cost return any Installation Components which have been delivered to You, undamaged and in their original packaging. We may charge You for any Installation Components which are not returned or which are returned in a damaged condition
    - b) We will refund all monies paid by you under the Contract, but may deduct any charges for unreturned or damaged Installation Components.
    - c) If you wish the Works to commence before the Cooling Off Period expires, you must waive your rights to cancel the Contract, by completing, signing and submitting a Waiver Form, available at [www.electricireland.ie/waiver-form-ev-home-chargers](http://www.electricireland.ie/waiver-form-ev-home-chargers). We will schedule the Works on receipt of the completed Waiver Form, but We cannot guarantee that the Works will actually commence before the expiry of the Cooling Off Period.
- #### THE INSTALLATION:
10. Electric Ireland's responsibilities are as follows:
    - a. We will install the Home Charge Point at the Premises in accordance with the Order in all material respects.
    - b. The Works will be carried out in a good and workmanlike manner using all reasonable care and skill and in accordance with all relevant laws and regulations.
    - c. The Works will include a separate circuit from the existing Customer Distribution Board, and all safety apparatus shall be included for this new circuit.
    - d. We will make good any damage caused to the Premises in carrying out the Works.
  11. The Customer's obligations are as follows:
    - a. To ensure that the Contractor has unrestricted access to carry out the installation
    - b. To disclose any information which may have a material impact on the Works
    - c. To carry out at the Customer's expense any required Additional Works prior to the commencement of the Works (including but not limited to works of the types described at condition 11, unless such Additional Works are to be carried out by Us
    - d. To ensure that all consents required for the carrying out of the Works (including but not limited to landlord and management company consents) have been obtained prior to commencement of the Works
    - e. The Customer acknowledges and agrees that additional charges may apply if there is a breach of any of these obligations.
    - f. Cancelling/rescheduling an installation less than 24 hours before the agreed installation date will incur a charge of €100.

12. The following matters in particular are the Customer's responsibility, and any associated costs must be borne by the Customer:
  - a. Where the Home Charge Point is more than 10 metres from the Customer Distribution Board, the Customer must engage a Certified Electrician to complete the additional works at the Customer's expense.
  - b. If there are any alterations to the electricity supply to the Premises are required the Customer must arrange to have such alterations carried out. This includes, but is not limited to, the costs involved with arranging ESB Networks to carry out works.
  - c. If, in the opinion of the Contractor, the wiring is substandard in any way, the Customer must arrange to resolve any issue identified by the Contractor with the wiring before installation can occur.
13. If You are not registered name on the electricity supply account for the Premises You must obtain and provide to Us the electricity supply account holder's written permission to use the electricity connection to charge the Electric Vehicle.
14. You warrant and represent that You are the owner of the Premises or otherwise have the legal authority to have a Home Charge Point installed at the Premises. If an owner's, landlord's or other third party's consent is required before a Home Charge Point is installed at the Premises, We must receive the written consent from the such party/parties, as the case may be. Any Customer who is an apartment owner must submit the prior written consent of the relevant management company to Us, which must state that a Home Charge Point may be installed in the apartment car park.

#### THE PRODUCT

15. The make and model of the Home Charge Point provided will be at the sole discretion of Electric Ireland.
- #### OWNERSHIP, WARRANTY, LIABILITY
16. Ownership of, and liability for, the Home Charge Point shall transfer from Electric Ireland to the Customer once the Home Charge Point has been installed and the Confirmation has been signed by the Customer.
  17. Electric Ireland shall assign the benefit of the manufacturer's warranties to the Customer.
  18. The Works carry a 12 month warranty from the date of completion. Electric Ireland will provide a support service for warranty claims during this period ("Warranty Period"), and any remedial works will be carried out by Electric Ireland's Contractor. Where any warranty claim made during the Warranty Period relates to an Installation Component, Electric Ireland or its Contractor will manage the claim through the manufacturer.
  19. Once the Warranty Period has expired, any future claims relating to the Installation Components must be made by You directly with the manufacturer.
  20. Nothing in these Terms and Conditions shall exclude any liability for:
    - (i) death or personal injury as a result of negligence;
    - (ii) fraudulent misrepresentation; or

(iii) any other liability which cannot be limited or excluded by law.

#### CUSTOMER PARTICIPATION

21. Customers may be asked to participate in smart charging trials in conjunction with Electric Ireland and its partners. These trials will adjust the charging patterns of the Electric Vehicle to optimise for use of renewable energy and grid conditions. If participating in these trials, Customers' Home Charge Points will be configured with software that can transmit data relating to the identity of the meter, charge times, durations and energy consumption.
22. Customers may be asked to take part in a variety of behaviour/market surveys including but not limited to:
  - a. Pre-trial Electric Vehicle attitude and perception study (questionnaire);
  - b. Post-trial Electric Vehicle attitude and perception study (questionnaire);
  - c. Completion of driving/parking diaries as required; and
  - d. An Electric Vehicle Charging Behaviour Study.

#### DATA PROTECTION

23. In order that We may provide You with an effective service, and to comply with our legal obligations, it is necessary for Us to collect and use data relating to Your Personal Data. This includes Your name, address and contact details, information relating to your consumption of electricity and billing and payment data and information relating to your Premises. Where appropriate, we may also hold information supplied by You, such as answers to security questions, bank account/credit card/debit card details, information provided relating to trials (see conditions 21) or surveys (see conditions 22) and/or information relating to special circumstances you may have.
24. We will hold, use and protect your Personal Data in accordance with the DPA.
  - a. We may use your Personal Data for our own business purposes, including account management, processing bills, processing Orders, carrying out credit checks and handling complaints. Calls may be recorded and the recordings used for any of the above purposes.
  - b. We may analyse and use your electricity consumption data for building up customer profiles and other statistical purposes, provided that your data is sufficiently anonymised.
  - c. We may share anonymised data with SEAI including, but not limited to, data relating to charging patterns, times, durations and energy consumptions.
  - d. Where you have given your consent, we may give your Personal Data to our agents who carry out certain business activities (for example, market research) on our behalf, under contract. Such agents will only be permitted to use Your data as instructed by Us.
  - e. Where you have given your consent, we may use information about you (including information on

your use of the Home Charge Point) for profiling and/or marketing purposes.

f. You may withdraw any consent you have given (or give any consent that you have not given) by contacting Us on 1800 372 333. Electric Ireland will: (i) only use your personal information for the above purposes; (ii) keep your personal information safe and secure; (iii) keep your personal information up to date; and (iv) delete your personal information after a period of 3 years; and will ensure that its agents and sub-contractors do the same.

To find out more about your rights and how We manage and protect them, please refer to our Privacy Notice, which can be found at [www.electricireland.ie/privacy](http://www.electricireland.ie/privacy) or You can get a copy by contacting us in accordance with the contact details at Condition [ ] in this document. Further detail can be obtained by contacting our Data Protection Officer by email at [dpo@esb.ie](mailto:dpo@esb.ie) or by postal mail at Data Protection Officer, ESB, 27 Fitzwilliam Street Lower, Dublin 2 D02 KT92

#### TERMINATION.

25. You may terminate this Contract if We fail to supply the Home Charge Point, or install the Home Charge Point in breach of these Terms and Conditions. In this event We will refund to You all monies paid (if any) by You for the Home Charge Point.
26. We may end the Contract at any time if You are in breach of any of the terms and conditions of the Contract, and fail to remedy that breach within 10 days of being requested to do so in writing. In this event You will be entitled to a refund of the cost of the Home Charge Point if the Home Charge Point is returned to us undamaged in its original packaging. However, We will be entitled to charge You the cost incurred by Us in delivering and installing, or attempting to deliver or install, the Home Charge Points.
27. We may end the Contract by giving You written notice if, for valid reason, We cannot supply You with the Home Charge Points. In this event, any monies You have paid Us for the Home Charge Point will be refunded and no further charges, or obligations to remain an Electric Ireland customer will be made.

#### MISCELLANEOUS

28. Both Electric Ireland and the Customer shall comply with all requirements and/or obligations of any relevant statute, statutory instrument, rule, order, regulations, directive and/or by-law laid down by legislation, Government Departments and/or EU Bodies.
29. The Customer shall not assign, delegate, sub-contract or otherwise transfer any benefit or burden under these Terms and Conditions without prior written consent of Electric Ireland.
30. These Terms and Conditions shall take effect in substitution and supersede all previous representations, undertakings and agreements, written, oral or implied between Electric Ireland and the Customer.

31. The invalidity in whole or in part of any provision of these Terms and Conditions shall not affect the validity of any other provision of these Terms and Conditions. A waiver of a breach of any provision of these Terms and Conditions shall not constitute a waiver of any subsequent breach of any other provision of these Terms and Conditions. Failure of Electric Ireland to enforce at any time or from time to time any provision of these Terms and Conditions shall not be construed as a waiver thereof.
32. Any notice required or permitted to be given by the Customer shall be in writing and addressed to Electric Ireland, 2 Swift Square, Northwood, Santry, Dublin 9, D09 X8PT. Or by email to [homeservices@electricireland.ie](mailto:homeservices@electricireland.ie). Any phone queries should be directed to the customer contact phone line at 1800 372 333
33. The Contract constitutes the entire agreement between the parties. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Contract.
34. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Ireland and the parties hereby submit to the exclusive jurisdiction of the Irish courts in respect of any matter or claim arising under the Order, the Contract or these Terms and Conditions.
35. Nothing in these terms and conditions affects Your statutory rights.