

Support Scheme for Energy Audits

Terms & Conditions



Definitions and documents

1. The capitalised terms listed below that are used in this document and in the Scheme's guidance documents have the following meanings given to them:
 - **Applicable Data Protection Law:** all applicable data protection and privacy legislation in force from time to time in Ireland including:
 - the General Data Protection Regulation (Regulation (EU) 2016/679 ("GDPR"),
 - the Data Protection Acts 1988 to 2018.
 - the Privacy and Electronic Communications Directive 2002/58/EC (as amended) and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011,
 - any other European Union legislation relating to Personal Data,
 - all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and
 - the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
 - **Application:** the SEAI application form, completed through SEAI's online portal
 - **Applicant:** the enterprise or non-obligated public sector entity that has applied for the Voucher to get an Energy Audit of their Facility
 - **Auditor:** The Auditor that has been nominated by the Applicant to undertake the Energy Audit chosen from SEAI's Register of Energy Auditors
 - **Audit Report:** the document, produced by the Auditor, that details the audit's findings, lists recommended actions for the Applicant to take, and presents this information in the SSEA report template available on the website
 - **Audit Scope:** the extent of the audit, which under this Scheme covers the energy use related to the Applicant's Facility, onsite equipment, and onsite processes, plus transport costs relating to the company fleet.
 - **Controller:** has the meaning given in Applicable Data Protection Law
 - **Data Subject** has the meaning given in Applicable Data Protection Law
 - **Energy Audit:** the approved onsite assessment, survey, and analysis of the energy flows in the Applicant's business Facility, carried out in accordance with the Guidance for Auditors and meeting the requirements laid out in the SSEA report template
 - **Facility:** the building, facility, site or operations, or part thereof, that is to undergo an Energy Audit under the Scheme, and is leased or owned by the Applicant for the purposes of their business activity
 - **Personal Data** has the meaning given in Applicable Data Protection Law
 - **Scheme:** SEAI's Support Scheme for Energy Audits (SSEA)

- **Shared Personal Data:** The Personal Data to be provided by the Applicant to SEAI under this Scheme
 - **Site Visit:** the in-person visit by the Auditor to the Facility. The Auditor will conduct a walk-around of the Facility and document its significant energy users, and speak to key personnel at the site, such as operations and maintenance staff, and the business owner.
 - **Voucher:** the email containing a unique alphanumeric identifier that is issued by SEAI to the Applicant for the purposes of covering all, or part, of the cost of an approved Energy Audit.
2. The Scheme documents are those published on the SEAI website on the date of submitting the application. These documents are listed below:
- Guidance for Applicant
 - Guidance for Auditor
 - SSEA Report Template
 - SSEA Report Calculator

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 application submission date. These revised or supplemented Terms and Conditions (as published on the SEAI website and updated from time to time) will apply to all Applications unless the Applicant chooses to withdraw or cancel the Application. Applicants already in receipt of a valid Voucher will be subject to the Terms and Conditions they agreed to at Application.

General

3. 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, product, service, equipment, materials, or installation provided under the Scheme. SEAI accepts no liability or responsibility in respect of an audit for which a Voucher has been issued or payment been made by SEAI.
4. In the event of any breach by the Applicant or Auditor of these Terms and Conditions of the programme, and where the Auditor has received payment pursuant to the programme, SEAI shall, amongst its remedies against the Auditor, be entitled to demand the complete repayment of and recover the cost of the Voucher. The Auditor agrees to comply with any such demand immediately on receipt of a written demand from SEAI.
5. Any false, fictitious or fraudulent statements or claims knowingly made on Applications, or supporting documentation, submitted in respect of previous Applications or otherwise made to SEAI, its authorised officers, or an SEAI inspector, or any breach of these Terms and Conditions may result in current and future applications being deemed ineligible by SEAI.

Applicant

6. The Applicant must be based in the Republic of Ireland, as must the Facility where the Energy Audit is taking place.

7. The Applicant must, in a typical consecutive 12-month period, spend at least €10,000 (inclusive of Value Added Tax) on energy to be eligible for the Scheme. This may include electricity, gas, oil, coal, and any other heating costs for the Facility. This €10,000 energy spend is exclusive of transport energy costs.
8. To be eligible for the Scheme, the Applicant must not be obligated to carry out an energy audit under Statutory Instrument 426 of 2014 (and amendments). Therefore, the Scheme excludes non-SMEs and the following public sector bodies: those with an energy spend of more than €35,000 per year, and those with a floor area of 500m² or more. Both a non-SME and a Public Body are considered to be defined as per Statutory Instrument 426 of 2014 (and amendments) for the purpose of this Scheme.
9. All necessary internal consents and approvals must be in place in order for the Applicant to undertake the Energy Audit.
10. Following award of the Voucher, it is the Applicant's decision whether they wish to undertake the Energy Audit; he/she is not under any direct or indirect obligation to do so. The Energy Audit must be carried out within 8 months of the date of issue of the Voucher.
11. Applicants should confirm with their chosen Auditor, in advance of applying for the Voucher, that the Voucher will cover the cost of the Energy Audit. Any additional costs above the value of the Voucher will be required to be paid by the Applicant. SEAI will accept no liability for payment of these additional costs.
12. Applications must be made through SEAI's online portal, accessible here <https://mgen.seai.ie/> Applications submitted via email or in hard copy will not be accepted.
13. Any Energy Audits that are carried out before the Voucher is issued to the Applicant are not eligible for support.
14. Only one Voucher will be issued per applicant organisation. Further applications will not be accepted for the same facility or other facilities connected to the applicant organisation (e.g., multiple sites, franchises, branches).
15. The Applicant shall ensure that any Facility in respect of which the Voucher is being claimed has not received, or is not due to receive, funding in respect of the same energy audit under any other SEAI grant scheme or any other Irish government funded Voucher or grant scheme.
16. The Voucher is to be used by the Applicant; it may not be transferred, assigned or otherwise to another party.
17. The Voucher must be used to procure an Energy Audit for the Facility listed in the Application. It cannot be used at any other Facility.
18. Vouchers cannot be redeemed for cash and cannot be used to procure any other goods or services from the Auditor.
19. The Voucher cannot be divided up in any way. Change cannot be given, either in cash or credits.
20. Voucher codes will be tracked against Applicants and any discrepancies may result in invalidation of the Voucher.
21. Vouchers are valid for a period of 8 months from the date of issue to the Applicant; Vouchers not presented to SEAI by the Auditor within 8 months will expire and the Applicant will have to re-apply

to the Scheme. Please note, that premises which are derelict, unoccupied or due to be demolished or repurposed cannot be audited.

Auditor

22. Vouchers may only be redeemed by an Auditor from SEAI's Register of Energy Auditors. These Auditors must meet specific requirements and agree to the conditions laid out on SEAI's webpage: <https://www.seai.ie/register-with-seai/auditor/>
23. The Auditor agrees to accept the Voucher from the Applicant. The Auditor may not request alternative or additional payment from the Applicant unless the cost of the Energy Audit exceeds the value of the Voucher. The Auditor must advise the Applicant of any additional costs that the Applicant will be expected to pay above the specified value of the Voucher, in advance of carrying out the Energy Audit. The amount charged by the Auditor to the Applicant for the Energy Audit is a matter for agreement between the Auditor and the Applicant. SEAI will not pay for any additional sums over and above the value of the Voucher.
24. If at any point in the Energy Audit process the Auditor is made aware that the Applicant is not eligible for the Scheme but has made a false statement on their Application and has been erroneously awarded a Voucher, it is the responsibility of the Auditor to immediately inform SEAI of this fact. SEAI reserves the right to withhold payment for Energy Audits if the Applicant was found to have made a false statement on their Application.
25. The Auditor will carry out a site visit as part of the Energy Audit and detail the findings from this visit in the report.
26. The Auditor will submit the report to the Applicant within 10 working days of the site visit.
27. To claim the Voucher from SEAI the Auditor must submit the following:
 - the completed Audit Report, using the SSEA report template. No other templates or formats are accepted; an electronic version of the report must be supplied to the Applicant, and submitted to SEAI via the online portal
 - the Audit data, submitted to the online portal
 - the Completion of Works document, signed by the Applicant and submitted via the online portal
28. SEAI will make payment to the nominated account, subject to being satisfied that the Audit Report meets SEAI's requirements as laid out in the SSEA report template and Guidance.

Complaints and appeals

29. The Applicant and Auditor shall follow the SEAI complaints procedure in relation to any disputes between the Applicant/Auditor and SEAI concerning any matter in connection with the Scheme.
30. In relation to any complaints or appeals under the Scheme, the Applicant or Auditor shall follow the SEAI Complaints and Appeals Policy contained within the SEAI Customer Charter, published on the SEAI website as updated and amended from time to time.

Data protection

31. The Applicant shall comply with its obligations under all Applicable Data Protection law at all times during the term of their involvement in this Scheme.
32. The Applicant shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with clause 42 of these Terms and Conditions.
33. The Applicant shall ensure that it has legitimate grounds under Applicable Data Protection Law for the Processing of Shared Personal Data.
34. The Applicant shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with Applicable Data Protection Law, of the purposes for which it will process their Personal Data, the legal basis for such Processing and such other information as is required by Article 13 of the GDPR including the fact that the Shared Personal Data will be transferred to SEAI and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer. In particular, the Applicant agrees to provide to each Data Subject a copy of SEAI's current Privacy Notice.
35. The Shared Personal Data will be processed by SEAI in accordance with the provisions of Applicable Data Protection Law and its Privacy Notice.
36. The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under Applicable Data Protection Law within the time limits imposed by the Applicable Data Protection Law.
37. In the event of a dispute or claim brought by a Data Subject or the Data Protection Commission concerning the Processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.
38. The Applicant warrants and undertakes that it is entitled to provide the Shared Personal Data to SEAI, and it will ensure that the Shared Personal Data are accurate.
39. If, during the term of this Scheme, Applicable Data Protection Law changes in a way that the Scheme Terms & Conditions are no longer adequate for the purpose of governing lawful data sharing exercises, the parties agree that they will negotiate in good faith to review the Terms & Conditions in light of the new legislation.
40. The Applicant shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with Applicable Data Protection Law, of the purposes for which it will process their Personal Data, the legal basis for such processing and such other information as is required by Article 13 of the GDPR including the fact that the Shared Personal Data will be transferred to SEAI and sufficient information about such transfer and the purpose of such transfer to enable the data subject to understand the purpose and risks of such transfer. In particular, the Applicant agrees to provide to each Data Subject a copy of SEAI's current Privacy Notice.

Freedom of Information and Confidentiality

41. The Applicant acknowledges that SEAI is subject to the requirements of the Freedom of Information Act 2014, as amended ("FOIA"). SEAI undertakes to use its best endeavours to hold confidential any

information provided by the Applicant subject to its obligations under law, including the FOIA. Should the Applicant wish that any of the information supplied by him/her should not be disclosed because of its sensitivity, he/she should, when providing the information, identify the same and specify the reasons for its sensitivity. SEAI will consult with the Applicant about such information before making a decision on any Freedom of Information request received.

42. Any personal information which an Applicant provides to SEAI will be treated with the highest standards of security and confidentiality, strictly in accordance with the Data Protection Acts, 1988, 2003 and 2018 as re-enacted, amended or replaced from time to time, and pursuant to the General Data Protection Regulation (meaning Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC) and any related legislation. SEAI, as data Controller, and its agents, will store such information on its database and fully respect the confidentiality of the data provided. The information provided by Applicants will be used for evaluation purposes and to facilitate the administration of the Scheme. This may require that data be supplied to and discussed, in confidence, with any person or organisation appointed by SEAI to assist in assessing or monitoring this application. These persons will be subject to the same requirements for protection of confidentiality.

De Minimis

43. Funding for the Scheme is classed as 'De Minimis aid' in accordance with Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty (the '2013 Regulation') on the Functioning of the European Union to De Minimis aid. De Minimis aid is small amounts of aid given to an enterprise, which cannot exceed €200,000 over any three fiscal years, to any company irrespective of size and location and irrespective of the form of the aid or the objective pursued. De Minimis aid can come from any State body, agency or department even when financed entirely or partly by the European Union. If a company is part of a group, then the €200,000 limit applies to the group. The funding is made on the understanding that the Scheme combined with any other De Minimis aid received by the Applicant in the last three years does not exceed the ceiling of €200,000 for all De Minimis aid.

VAT

44. The SEAI is of the view that there is no supply of goods or services between SEAI and the Auditor and therefore there is no VAT chargeable to SEAI by the auditor in relation to the payment of the Voucher. The VAT arrangements between the Applicant and the Auditor are outside the responsibility of SEAI and therefore not within the scope of these terms and conditions.



Rialtas na hÉireann
Government of Ireland