

EV Home Chargers

Terms & Conditions

Electricity Supply Board (ESB) trading as Electric Ireland. The headings in these Terms and Conditions are for convenience only and will not affect how they are interpreted.

DEFINITIONS

- **Works** means the processes that the Contractor carries out to install the Home Charge Point
- **Additional works** means any extra Works to be carried out at the Premises
- **Applicant** means the individual or company applying to have a Home Charge Point installed;
- **Confirmation** means the Confirmation of Agreement with Pre-qualification Approval for Supply of Home Charge Point Terms and Conditions which will contain details of the Home Charge Point;
- **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));
- **Customer** means the person or company for whom the Home Charge Point shall be installed.
- **Contract** means the contract between You and Us, comprising the Order and these Terms and Conditions apply.
- **Contractor** means a third party sub-contractor who will install the Home Charge Point at the Premises for the Customer on behalf of ESB. The Contractor shall be a Certified Electrician;
- **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;
- **DPA** means the Data Protection Acts, 1988 and 2003 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 (including but without limitation the GDPR with effect from the date or dates that it becomes directly effective in Ireland);
- **ESB** means Electricity Supply Board, a statutory corporation having its principal place of business at Two Gateway, East Wall Road, Dublin 3, Ireland;
- **ESB Networks**, means 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;
- **ET101** means the national rules for electrical installations, governing all electrical installation works carried out in Ireland;
- **"GDPR"** means the General Data Protection Regulation (Regulation (EU) 2016/679) and any primary or secondary legislation enacted pursuant to or in the exercise of any rights obligations or options conferred on Ireland by the said Regulation;
- **NVDF** means the National Vehicle and Driver File, a database containing details of all registered vehicles and their owners as well as licensed drivers in the country. NVDF is operated by the Driver and Vehicle Computer Services Division of the Department of Transport Tourism and Sport.
- **Home Charge Point** means a single socket, single phase, wall mounted unit;

- **Installation Component** means the two main components of the Home Charge Point:
 - a. 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
 - b. Charge Point Supply Cable - this is the cable that is connected between the Consumer Unit and the Home Charge Point. The Charge Point Supply Cable will comply with ET101;
- **Order** means the order you have placed with Us for the purchase and installation of the Home Charge Point specified therein and delivery of the Service.
- **Personal Data** means personal data as defined under the DPA;
- **Premises** means the premises where the Home Charge Point shall be installed.
- **SEAI Electric Vehicle Grant Scheme** is a grant scheme initiated in April 2009, the Minister for Communication Energy and Natural Resources announced the introduction of grant support of up to €5,000 for the purchase of Battery Electric Vehicles (BEVs) and up to €2,500 for the purchase of Plug-in Hybrid Electric Vehicles (PHEVs). For details on SEAI requirements please visit http://www.seai.ie/Grants/Electric_Vehicle_Grant_Scheme.
- **SEAI Electric Vehicle Home Charger Grant** is a grant scheme initiated in January 2018 where a grant of up to €600 was introduced for the installation of a home charger unit for BEV's and PHEV's. For details on SEAI requirements visit <https://www.seai.ie/grants/electric-vehicle-grants/electric-vehicle-home-charger-grant/>
- **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.
- **US or WE** means the Electricity Supply Board, acting through its Electric Ireland business.
- **You** means the person named on the Order.

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. Your Order may be accepted by Us if:
 - a. You have registered the EV in the Republic of Ireland;
 - b. You are resident in the Republic of Ireland
 - c. You are 18 years of age or over;
3. 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 the Premises being rented, written permission from the landlord to carry out the Works.
4. The Contract will come into force if we accept your Order.

THE INSTALLATION:

5. The Contractor shall install the Home Charge Point at the Premises in accordance with the Order in all material respects.
6. The Contractor shall make one visit only to the Premises to inspect the Premises and install the Home Charge Point. Any further visits to the Premises for the purpose of inspecting the Premises

or installing the Home Charge Point shall be subject to further costs payable directly to the Contractor. You agree that We have no control over such further costs and shall not be liable for same.

7. 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.
8. If We discover that there are issues which prevent Us from installing the products required to deliver the Service 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.
9. The Works will be carried out in a good and workmanlike manner using all reasonable care and skill.
10. We will make good any damage caused to the Premises in carrying out the Works. The Home Charge Point must be installed within 10 metres of the Customer Distribution Board to ensure that the installation is considered standard in accordance with these Terms and Conditions.
11. The Home Charge Point must be installed within 10 metres of the Customer Distribution Board to ensure that the installation is considered standard in accordance with these Terms and Conditions.
12. 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.
13. 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.
14. A separate circuit shall be required from the existing Customer Distribution Board, and all safety equipment shall be included for this new circuit.
15. The cost of materials and labour associated with running cable underground is not covered by this offer.
16. If there are any alterations to the electricity supply to the Premises are required the Customer must arrange, at their own expense, to have such alterations carried out. This includes, but is not limited to, the costs involved with arranging ESB Networks to carry out works.
17. There may be some additional costs incurred by the Customer if all information is not disclosed following evaluation of the information provided.
18. 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.
19. 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 or landlord's consent is required before a Home Charge Point is installed at the Premises, We must receive the written consent from the owner/ landlord, 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.

20. The parties agree that installation of the Home Charge Point shall take place on the the assumption that the Customer's existing wiring system is in line with current Irish National Wiring Rules. If, in the opinion of the Contractor, the wiring is substandard in any way, the Customer must arrange, at their own expense, to resolve any issue identified by the Contractor with the wiring before installation can occur.
21. The cost of extra materials and fixings associated with mounting the charge point on a property with External Wall Insulation is not covered by this offer.
22. The Customer must have a designated parking space within the boundary of the Premises for the Electric Vehicle.

THE PRODUCT

23. The make and model of the Home Charge Point provided will be at the sole discretion of ESB.

OWNERSHIP, WARRANTY, LIABILITY

24. 14. Ownership of, and liability for, the Home Charge Point shall transfer from ESB to the Customer once the Home Charge Point has been installed and the Confirmation has been signed by the Customer.
25. ESB is providing the Home Charge Point on an "as is" basis and without warranty from ESB, save that ESB shall use its reasonable endeavours to assign the benefit manufacturer's warranties to the Customer. The Home Charge Point has a manufacturer's warranty of 12 months. This is not a warranty from ESB.
26. The installation work and components other than the Home Charge Point shall have a warranty of 12 months from the Contractor. This is not a warranty from ESB.
27. ESB shall not have any liability whatsoever, whether in contract, tort (including, but not limited to, negligence), statute or otherwise for any injuries, damages, losses, expenses or costs of any kind arising from the use of the Home Charge Point by the Customer or any third party.
28. 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.
29. You are entitled to a cooling period of 14 days from the date of the payment.
30. Cancelling an installation less than 24 hours before the agreed installation date will incur a charge of €100.

CUSTOMER PARTICIPATION

31. Customers may be required to participate in smart charging trials in conjunction with ESB 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 fitted with Smart Meters. These Smart Meters log and transmit data relating to the identity of the meter, charge times, durations and energy consumption.
32. Customers agree 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

33. 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 You ("Personal Data"). This includes Your name, address and contact details, information relating to your consumption of electricity and billing and payment data. Where appropriate, we may also hold information supplied by You, such as answers to security questions, bank account/credit card/debit card details and/or information relating to special circumstances you may have.
34. 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 Product) for profiling and marketing purposes.
 - f) You may withdraw any consent you have given (or give any consent that you have not given) by contacting Us on 1850 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 or You can get a copy by contacting us in accordance with the contact details at Condition 17 in this document. Further detail can be obtained by contacting our Data Protection Officer by email at dpo@esb.ie or by postal mail at Data Protection Officer, ESB, Two Gateway, East Wall Road D03 A995, Dublin 3.

TERMINATION.

35. You may terminate this Contract if We fail to supply the Product, or install the Product in breach of these Terms and Conditions. In this event We will refund to You all monies paid (if any) by You for the Product.
36. 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 Product if the Product 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 Products.

37. We may end the Contract by giving You written notice if, for valid reason, We cannot supply You with the Products. In this event, any monies You have paid Us for the Product will be refunded and no further charges, or obligations to remain an Electric Ireland customer will be made.

ENERGY CREDITS

38. You acknowledge and agree that We are entitled to any energy credits attributable to the installation of the Product in the Premises under the Irish Government's Better Energy Scheme or any replacement or similar scheme and will execute any documents reasonably required Us to transfer such energy credits to Us.

MISCELLANEOUS

39. Both ESB 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.
40. 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 ESB.
41. These Terms and Conditions shall take effect in substitution and supersede all previous representations, undertakings and agreements, written, oral or implied between ESB and the Customer.
42. 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 ESB 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.
43. Any notice required or permitted to be given by the Customer shall be in writing and addressed to **ELECTRICITY SUPPLY BOARD**
Two Gateway, East Wall Road, Dublin 3 D03 A995)
44. Any phone queries should be directed to the customer contact phone line at 1850 372 333
45. 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.
46. 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.