



# Terms and Conditions

## Pre-qualification Approval for Supply of Home Charge Point

### DEFINITIONS

**ABTRAN** means [Abtran, a company registered in Ireland under registered number 260018 having its registered office at Unit 4, University Technology Centre, Curraheen Road, Bishopstown, County Cork, Ireland, which is ESB's call centre partner];

**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;

**ESB** means Electricity Supply Board, a statutory corporation having its principal place of business at 27 Lower Fitzwilliam Street, Dublin 2, Ireland (which expression shall include where the context so admits or requires include its assigns and legal successors in title under any restructuring of ESB);

**CERTIFIED ELECTRICIAN** means an electrician who is certified by a recognised Electrical Contractor Governing Association such as Electrical Contractors Safety & Standards Association (ECSSA) or Register of Electrical Contractors of Ireland (RECI);

**CUSTOMER** means the person or company for whom the Home Charge Point shall be installed. To be deemed a customer the Applicant must have purchased a new Electric Vehicle under the SEAI Electric Vehicle Grant Scheme and must be able to supply an SEAI grant application reference number.

**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 signaling and other devices proven during the type-test of the assembly as suitable for use;

**DPA** means the Data Protection Acts, 1988 – 2003;

**ELECTRIC VEHICLE** means a vehicle that uses one or more electric motors or traction motors for propulsion;

**NATIONAL RULES FOR ELECTRICAL INSTALLATIONS (ET101)** means the rules governing all electrical installation works carried out in Ireland;

**HOME CHARGE POINT** means a 3.6kW, 16 Amp, single phase, wall mounted unit. The Home Charge Point charges the Electric Vehicle using 'mode 3' power as set out in IEC 61851;

**INSTALLATION COMPONENT** means the two main components of the Home Charge Point:

- a. Protection Device - this is a 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;

**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).

**TERMS AND CONDITIONS** means these terms and conditions.

**In consideration of ESB supplying a Home Charge Point to the Customer and installing it at the Premises free of charge, ESB and the Customer hereby AGREE and DECLARE as follows:**

1. ESB will provide one Home Charge Point to the first 2,000 Applicants who qualify as Customers.
2. The Premises must be within the Republic of Ireland.
3. To be deemed a Customer, the Applicant must have purchased an Electric Vehicle under the SEAI Electric Vehicle Grant Scheme and must be able to supply an SEAI grant application reference number. For details on SEAI requirements please visit [http://www.seai.ie/Grants/Electric\\_Vehicle\\_Grant\\_Scheme](http://www.seai.ie/Grants/Electric_Vehicle_Grant_Scheme).
4. The following provisions shall only apply to Customers resident or registered, as the case may be, in Republic of Ireland:
  - a. a 7 pin charging socket will come with the Home Charge Point;

- b. The Home Charge Point installation method used is surface wiring only. This is a system of wiring whereby the cable connecting the distribution board and charge point is mounted onto the interior / exterior wall;
  - c. The Home Charge Point must be within 10 metres of the Customer Distribution Board;
  - d. The Contractor will install the Home Charge Point at no cost to the Customer unless the installation is more than 10 metres from the Customer Distribution Board. Where the Home Charge Point is more than 10 metres from the Customer Distribution Board, the Customer will need to have a junction box installed as per ET101. A Certified Electrician may be able to do this work as per ET101. Alternatively, at the Customer's request, ESB will do this work at an additional cost to the Customer.
  - e. 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.
  - f. A separate circuit shall be required from the existing Customer Distribution Board, and all safety equipment shall be included for this new circuit.
  - g. The Customer warrants and represents that they 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, ESB 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, which must state that a Home Charge Point may be installed in the apartment car park, to ESB.
  - h. The Home Charge Point is based upon 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 installation is substandard in any way, the Customer must fix the wiring before installation can occur.
  - i. There may be some additional costs incurred by the Customer if all information is not disclosed following evaluation of the information provided.
  - j. If the electricity supply account for the Premises is not in the name of the Customer, the Customer must have the relevant electricity supply account holder's permission to use the electricity connection to charge the Electric Vehicle.
5. Ownership of 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.
6. 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.
7. The installation work and components other than the Home Charge Point shall have a warranty of 12 months.
8. 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. Any notice required or permitted to be given by the Customer shall be in writing and addressed to [ecars@esb.ie](mailto:ecars@esb.ie).
15. Any phone queries should be directed to the ESB ecars customer contact phone line at: 1890 372 387.
16. 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.
17. Each Customer agrees that:
  - a. data (including Personal Data) obtained from him/her may be used for research purposes and ESB may publish and/or share statistical data with Contractors, Abtran and manufacturers of the Home Charge Points and/or their agents.
18. ESB may use data gathered from Customers for the purposes of research into Electric Vehicles and their use and ESB may publish and/or share anonymous data and/or statistical data with ESB's Contractors, Abtran and manufacturers of the Home Charge Points and/or their agents.
19. 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.
20. Data gathered as part of these research activities will be stored for a period of no more than 5 years. All data shared with third parties other than the core research partners will be anonymised before distribution.
21. Data gathered may be used in reporting research findings. In this case all data reported will be anonymous.

22. 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.