



# Terms and Conditions

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

### DEFINITIONS

**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.

**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 – 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;

**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;

**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 3.6kW, 16 Amp, 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;

**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](http://www.seai.ie/Grants/Electric_Vehicle_Grant_Scheme).

**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.

**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 AGREES and DECLARES as follows:**

1. Closing date for this offer is 22/12/2017.
2. If the charger has not been installed within 3 months of initial application date the application will be closed and no further application can be made for the vehicle.
3. ESB will provide one Home Charge Point to Applicants who qualify as Customers.
4. To be deemed a valid Customer, the following criteria must be met by the Applicant:
  - a. The Applicant must have purchased and registered the vehicle in Ireland with NVDF in 2017 and have registration plate numbers beginning with 171 or 172.
  - b. The vehicle must have been purchased under the SEAI Electric Vehicle Grant Scheme
5. Only one application may be submitted in respect of any one EV.
6. As part of the application ESB require proof of purchase, registration and the awarding of the SEAI EV grant. The proof is to be sent to [ecars@esb.ie](mailto:ecars@esb.ie)
7. The make and model of the Home Charge Point provided will be at the sole discretion of ESB.
8. The Premises must be within the Republic of Ireland.
9. ESB will install one Home Charge Point only per domestic property.
10. The following provisions shall only apply to Customers resident or registered, as the case may be, in Republic of Ireland:
  - a. The offer extends to one visit only from the Contractor to inspect the Premises and complete the installation. 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. ESB has no control over such further costs and accepts no liability for same.
  - b. In the case of:
    - i. the Premises not being suitable for the installation of the Home Charge Point;
    - ii. Any need for a subsequent visit to the Premises by the Contractor;
    - iii. or where the Customer wishes to accept delivery of, but forgo the installation of the Home Charge Point by the Contractor;

ESB can provide the Home Charge Point only to the Customer.

The Customer acknowledges that where he/she takes delivery of the Home Charge Point in this circumstance, all risk and title in the Home Charge Point shall pass to the Customer upon delivery of the Home Charge Point. The Customer will have sole responsibility for arranging the installation of the Home Charge Point by a Certified Electrician...

- c. a 7 pin charging socket will come with the Home Charge Point;
- d. The Home Charge Point installation method used is the Surface Wiring Method.
- e. The Contractor will use only the Surface Wiring Method in the installation of the Home Charge Point. For clarity, the Contractor will not be responsible for works including, but not limited to, lifting floorboards, removing panelling, running cable chases in the walls.
- f. The cost of materials and labour associated with running cable underground is not covered by this offer.
- g. 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.
- h. The Customer must have a designated parking space within the boundary of the Premises for the Electric Vehicle.
- i. The Home Charge Point must be installed within 10 metres of the Customer Distribution Board to ensure that the installation remains free of charge in accordance with these Terms and Conditions.
- j. 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.

- k. 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.
  - l. A separate circuit shall be required from the existing Customer Distribution Board, and all safety equipment shall be included for this new circuit.
  - m. 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.
  - n. Installation of 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 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.
  - o. If there 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.
  - p. There may be some additional costs incurred by the Customer if all information is not disclosed following evaluation of the information provided.
  - q. 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.
11. 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.
  12. 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.
  13. 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
  14. 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.
  15. 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.
  16. 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.
  17. 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.
  18. 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.

19. 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.
20. 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).
21. Any phone queries should be directed to the ESB ecars customer contact phone line at: 1890 372 387 or 01 258 3799..
22. 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.
23. 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.
24. 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.