

# RealValue Smarter Energy Trial - Participation Agreement



## Introduction

This document is the consent form stating that you are happy to be part of the RealValue Project trial and allow the new equipment to be installed in your Property/ies. It details the full terms and conditions that apply to the trial and by signing the declaration at the end means you agree to be bound by them and the documents it refers to.

### What are you consenting to?

You are providing consent for the upgrade of your heating and where applicable water heating equipment together with metering, heating and hot water energy consumption management and monitoring technology to allow your room and water heat consumption to be managed and data gathered. By joining the RealValue trial you are agreeing to participate in regular surveys.

Depending on the results of your house survey, the upgrade will include a number of options. Please tick the box(es) below to indicate which of these apply to your situation.

Scenario	Description of Equipment Changes	Please tick all that apply
Scenario 1	Installation of Quantum electric room and Quantum water heating equipment together with metering, heating and hot water energy consumption management and monitoring technology to allow your room and water heat consumption to be managed and data gathered.	
Scenario 2	Installation of Quantum electric room heating equipment together with metering, heating energy consumption management and monitoring technology to allow your room heat consumption to be managed and data gathered.	
Scenario 3	Upgrade of your Quantum electric room heating and (where available) your Quantum water heating equipment, together with the installation of metering, heating (and where applicable hot water) energy consumption management and monitoring technology to allow your room heat (and where applicable water) energy consumption to be managed and data gathered.	

### The Legal Terms in this document

In the terms and conditions, the following definitions shall apply:

- **"Equipment"** shall mean the Heating Equipment and Non-heating equipment which will be installed as part of the trial;
- **"Property"** shall mean the residential property at which the Equipment and is to be installed;
- **"Property Owner"** shall mean the person or company who legally owns the address at which the Equipment is to be installed;
- **"SSE Airtricity"** means SSE Airtricity Limited a company incorporated in the Republic of Ireland with company registration number 317386 and having its registered office at Red Oak South, South County Business Park, Leopardstown, Dublin 18;
- **"Trial Period"** means the period commencing from the date of acceptance of these terms and conditions until the end of Your participation in the trial.
- **"SEAI"** means Sustainable Energy Ireland or the Sustainable Energy Authority of Ireland
- **"ESB Networks"** means Electricity Supply Board Networks

## The Terms and Conditions

### Equipment Supply and Operation

1. Your Property has been determined (during a survey and subsequent recommendation) by SSE Airtricity (or its subcontractors) as suitable for the participation in RealValue trial (the "Trial").
2. As part of participating in the Trial You ("You, Your, Yourself")
  - i. agree to the contents of the survey and that you wish to proceed to have the recommended Heating Equipment upgrades, together with metering, heating and hot water energy consumption management and monitoring, data gathering and communication equipment ("Non-Heating Equipment"), installed free of charge at Your Property and
  - ii. give permission for SSE Airtricity to manage Your room and water heating energy consumption and gather information and data about Your electrical consumption (the "Data").

This technology will allow SSE Airtricity to understand what impact changes in room and water heating consumption management have on the electricity market while aiming to deliver Your required comfort levels without You having to change Your behaviour or lifestyle.

3. SSE Airtricity (or its subcontractors) shall install the Equipment at Your Property at a date agreed between You and SSE Airtricity (or its subcontractors). Any times or dates given by SSE Airtricity (or its subcontractors) are given in good faith but are approximate only and time shall not be of the essence. You shall provide the necessary access to Your Property for such installation to take place. There shall be no charges or costs incurred by You in relation to such installation.
4. You agree to waive any and all Energy Credits<sup>1</sup> associated with the installed Equipment and agree to them being registered in the name of SSE Airtricity.
5. The equipment will be installed in the same position as the item(s) it is replacing. Should this not prove possible, the installer will discuss alternative options with you and agree positions of the equipment prior to work starting.
6. SSE Airtricity (or their subcontractors) shall have no responsibility for the condition of Your existing space or (where applicable) water heating systems. This includes, but is not limited to pre-existing faults and all existing pipework, boilers and controls and extends to general decoration.
7. Upon installation of the Heating Equipment, title and risk in this shall pass to the Property Owner.
8. Upon installation of the Non-heating Equipment, the risk in this shall pass to the Property Owner at the time of installation. Title will remain with SSE Airtricity.
9. SSE Airtricity may choose to remove the Non-heating Equipment at the end of the Trial Period. If removal of the Non-heating Equipment is deemed necessary, SSE Airtricity shall notify You that this is the case, and You agree that you shall provide SSE Airtricity with the necessary access to the Equipment. SSE Airtricity will arrange to return the Property to an equivalent state to that which existed in the Property prior to Non-heating Equipment installation. The risk in the Non-heating Equipment shall pass to SSE Airtricity on collection of the Non-Heating Equipment from You. Providing SSE Airtricity has not exercised their right to remove the Non-heating Equipment before the expiry of the Trial Period, title to the Non-heating Equipment shall pass to the Property Owner on completion of the Trial Period.
10. Safety is fundamental to all the activities and work undertaken by SSE Airtricity and our subcontractors. Installation of the Equipment

will be carried out in a safe and secure manner, wearing the appropriate personal protective equipment, complying with regulations, codes of practice and relevant legislation. Full health and safety checks and risk assessments will be undertaken prior to installation work and safety checks will be carried out pre and post implementation.

11. In carrying out the installation of the Equipment we will take every care not to cause damage to Your Property and will rectify any damage caused by our negligent acts or omissions.
12. For the duration of the Trial Period You shall:
  - i. ensure that the Equipment is kept in satisfactory condition;
  - ii. ensure the Equipment is not damaged or defaced;
  - iii. ensure that the Heating Equipment is only used in accordance with the user manuals supplied with the Heating Equipment;
  - iv. not make any modification or alteration to the Equipment or test, repair or interfere in any way with the Equipment or allow anyone other than SSE Airtricity (or its subcontractors) to do so without SSE Airtricity prior written consent;
  - v. immediately notify SSE Airtricity of any defects in or malfunction of the Equipment;
  - vi. ensure that the devices are supplied with power at all times for the duration of participation in the Trial.
13. SSE Airtricity will maintain the Equipment for the duration of the Trial Period. Should You identify a fault in the Equipment in good faith, SSE Airtricity (or its subcontractors) will endeavour to remedy it (subject to You providing the necessary access) as soon as reasonably practicable. Faults in other equipment, appliances, heaters, boilers, thermostats, whether they manifest before, on or after the date of this Agreement are not the responsibility of SSE Airtricity.
14. In the event that the Property Owner intends to sell the Property, You must provide SSE Airtricity with reasonable advance warning of the sale in order that SSE Airtricity may collect the Non-heating Equipment if they wish and termination fees may apply should you withdraw from your SSE Airtricity supply contract.

#### Electricity Supply

15. To participate in the Trial, Your electricity at the address in which the Equipment is installed as part of the Trial must be supplied by SSE Airtricity. You are responsible for paying all household electricity charges as they fall due **and in accordance with your utility supply agreement** for the duration of the Trial.
16. From commencement of the Trial to the end of the Trial, SSE Airtricity shall credit Your SSE Airtricity electricity account to the value of €10 per month including VAT provided that Your electricity continues to be supplied at the Property by SSE Airtricity and You continue to participate in the Trial and pay your household energy charges as they fall due.
17. Should Your electrical storage heaters be charged using peak-rate electricity as a result of the Trial you will be compensated for the difference in cost incurred when compared to the night-time tariff rate. This will appear as a credit on Your SSE Airtricity account.
18. In the event that your electricity supply at the Property in which the Equipment is installed as part of the Trial ceases to be supplied by SSE Airtricity you must notify SSE Airtricity within 14 days.
19. In the event that you cease to be Tenant at the Property in which the Equipment is installed you will be withdrawn from the trial and will no longer be eligible for the €10 euro per month including VAT credit to your electricity account.

#### Use of Your Personal Data

20. SSE Airtricity may use Your personal data to contact You by letter, e-mail, phone, text message and other forms of electronic communications or by visiting You, including for the purposes of providing You with information about the Trial or related information from SSE Airtricity.
21. By participating in the trial, You permit SSE Airtricity (or its

subcontractors) to:

- i. contact You or visit regularly, at times agreed by You, in order to inspect the Equipment and record Your experience of the Equipment and Trial including completion of customer surveys relating to Your experience; and
  - ii. record Data relating to the Trial and to analyse the information you provide them as part of the Trial and provide Data to its subcontractors and other third parties involved in the Trial as SSE Airtricity deems appropriate.
22. ESB Networks, the owner and operator of the electricity meter, will collect 15 minute interval consumption data from the electricity meter throughout the trial. They will pass metering data to SSE Airtricity to allow them to calculate rebate payments, and confirm proper operation of the RealValue system.
  23. SEAI, in conjunction with other partners, will be collecting elements of your personal data as a result of the RealValue application for matched project funding from the Better Energy Communities Programme 2015 and will be jointly responsible for managing your personal data. This data is being collected by SEAI to:
    - ii. determine and verify grant eligibility,
    - iii. assist in the calculation of credits for energy suppliers, and
    - iv. use for audit and anti-fraud detection purposes

#### Sharing Your Personal Data

24. Your personal information shall be processed by SSE Airtricity (and its affiliates, and subcontractors) in accordance with the Data Protection Acts 1988 and 2003. SSE is the Data Controller in respect of the Data relating to the trial as well as the data referenced in this clause 12. Data Controller shall have the meaning as set out in the Data Protection Acts 1988 and 2003.
25. Your data may be shared with third parties to assist in achieving the above purposes or for the purposes of carrying out the trial.
26. By agreeing to take part in the trial you consent to the sharing and use of your data by SEAI and ESB Networks in the ways set out above.
27. SSE Airtricity shall or shall procure that:
  - Your Data is stored in a secure and safe manner;
  - the purpose of collecting Your Data is explained and make it clear what Your Data will be used for;
  - it is easy for you to request a copy of the Data we hold relating to Yourself; and
  - Your Data is not held for longer than necessary and disposed of in a safe and secure manner.
28. Data will not be collected or used for purposes other than specified within these terms.
29. Automated data collection will commence following receipt of this signed contract and installation and commissioning of the Equipment. The Data will be automatically collected by devices installed in Your property and sent to a central server. The Data which will be collected via the communication equipment installed within the property will be anonymised during the data management process and only anonymous data (i.e. without Your name, address and MPRN number) will be shared with third parties.
30. SSE Airtricity may compare your data to other similar properties and use this to advise You of differences in usage volumes and patterns, which may help You with energy efficiency and energy cost management.
31. All Data gathered by SSE Airtricity as part of the trial cannot and will not be used to tailor marketing strategies.

#### General

32. All SSE Airtricity staff (or subcontractors) making direct contact with You will show appropriate identification complete with a photograph, the employee's name and the company name.
33. You acknowledge that the trial is experimental in nature and that its success or outcomes cannot be and are not guaranteed.

<sup>1</sup> Energy Credits are the energy savings made by a project and can only be claimed by a supplier. The scheme is administered by Sustainable Energy Authority Ireland ([www.SEAI.ie](http://www.SEAI.ie))

34. This agreement shall terminate and Your participation in the Trial shall cease on the earlier of (i) 1/6/18 (ii) Ownership of the property transfers, (iii) on receipt by you of a written notice by SSE Airtricity that they have decided to terminate the Trial, (iv) on receipt by SSE Airtricity of written notice from You that You wish to leave the Trial, and (v) you cease to be a Tenant in the property (vi) the date upon which SSE ceases to be your electricity supplier (vii) the date upon which the Non-Heating Equipment is removed from your Property.
35. Nothing in these terms and conditions affects Your statutory rights or limits or excludes the liability of SSE Airtricity or agents for death or personal injury resulting from negligence.
36. Without prejudice to clause 6, in relation to these terms and conditions  
 (i) SSE Airtricity shall not be liable for any indirect and/or consequential loss arising out of or in connection with them; and  
 (ii) SSE Airtricity total liability under these terms and conditions for any matter whatsoever shall not exceed the combined value of the Equipment as determined by SSE Airtricity at the date of entering into these terms and conditions (including VAT).
37. These terms and conditions are governed by the laws of Ireland.

*I hereby confirm that I wish to proceed with the installation of the Equipment and participate in the Trial at*

Address

MPRN

By signing, You confirm that You have read, understood and agree to the terms and conditions of participating in this Trial.

**Participant one (Named Electricity Account Holder)**

Signed:   
 Date:   
 Telephone Number:   
 Email Address:

**Participant two (if applicable)**

Signed:   
 Date:   
 Telephone Number:   
 Email Address:

**Witnessed by**

Signed:   
 Name:   
 Position:   
 Date:

