

## **TERMS AND CONDITIONS EFFECTIVE FROM 1ST JANUARY 2007**

### **1.0 GENERAL CONDITIONS**

**1.1** Installations must be associated with a household. You must therefore be the owner or joint owner (acting with the consent of the other joint owner(s) unless they are jointly applying with you) of the property; the property must be a permanent building and the property's primary function should be domestic. You may be required to prove ownership by supplying the Managing Agent (Action Renewables) with a recent, valid mortgage statement or copy of deeds.

**1.2** To apply for a grant you must complete the attached application form in full and send it to Action Renewables together with ONE original quote for the complete cost of installing the chosen technology. To be valid, the quote must be from your chosen installer, be an original, include the applicant's name and installation address, be on headed paper and be signed by a registered installer. (See Section 3).

**1.3** Incomplete application forms and applications without supporting documentation will be returned to applicants.

**1.4** The total eligible cost of installation, pre-grant, as indicated in Question B.12 should be identical to the quotation for total eligible installation costs given on one of the enclosed quotations. Your chosen installer, product and cost must all be identical to the information given on this quotation.

**1.5** By signing this application, you agree to be bound by these terms and conditions.

**1.6** Action Renewables, in relation to the administration of Reconnect, acting on behalf of the Department of Enterprise, Trade and Investment, reserves the right to inspect your property or properties prior to installation of the renewable energy equipment, with your permission, to ensure compliance with the terms and conditions of the Reconnect fund.

**1.7** Action Renewables reserves the right to query the content of applications and to site inspect any application.

**1.8** The applicant agrees to allow the installation to be publicised as deemed necessary for the purposes of promoting Reconnect.

### **2.0 ELIGIBILITY FOR GRANT**

**2.1** Reconnect will only provide grant assistance to installations of renewable energy technologies in Northern Ireland. Installations in the Republic of Ireland and Great Britain (England, Scotland and Wales) are not eligible for grant assistance under this programme. Other grant regimes exist in these jurisdictions. In the Republic of Ireland householders should contact Sustainable Energy Ireland ([www.sei.ie](http://www.sei.ie)). In Scotland householders should contact Scottish Community and Householder Renewables Initiative ([www.est.org.uk/schri](http://www.est.org.uk/schri)) and in England and Wales householders should contact the Low Carbon Buildings Programme ([www.lowcarbonbuildings.org](http://www.lowcarbonbuildings.org))

**2.2** You will not be eligible for a grant if you have received or will receive any other government funding for your chosen technology installation, including but not restricted to Clear Skies, the Major Photovoltaic Demonstration Programme, the Low Carbon Buildings Programme or the SEI Greener Homes Scheme.

**2.3** You must ensure that you have received your letter of offer of grant before instructing your installer to proceed with installation. Installations which have already commenced will not attract a grant. Grants will only be payable on production of invoices and commissioning certificates which are dated after the date of the letter of offer.

**2.4** Grants are only available in relation to the types of microgeneration technology detailed in the Guidance Notes associated with the application form.

**2.5** A maximum of two applications per household are permitted provided that the two technologies proposed for installation are complementary. However you must make a separate application for each technology. Details of complementary technologies are given in Section B.4 of the associated Guidance Notes.

**2.6** All equipment installed must be new. Neither second-hand nor refurbished equipment will be eligible for grant assistance.

### **3.0 REGISTERED INSTALLERS AND PRODUCTS**

**3.1** To be eligible for a grant, the applicant must select an installer that is currently registered either by the Renewable Energy Installer Academy (REIA) or by the Low Carbon Building Programme.

**3.2** DIY installations will not attract a grant.

**3.3** To be eligible for a grant, the applicant must select a product(s) that is currently registered by the Low Carbon Building Programme or the SEI Greener Homes Scheme. This applies to both main technology and secondary equipment. Registered Product lists are available at ([www.reconnect.org.uk](http://www.reconnect.org.uk)).

**3.4** Applications without a registered product code or registered installer number will be returned.

**3.5** Low Carbon Building Programme 'provisionally' registered installers may be used.

#### **4.0 CONSENTS AND APPROVALS**

**4.1** You must ensure that all statutory consents such as Planning Permission and Building Control approval are obtained. Copies of these consents must be enclosed with your claim.

**4.2** If you live in a Smoke Control Area it is illegal to install a wood-burning appliance that is not an 'Exempt Appliance'. More information on Smoke Control Areas, including a list of Exempt Appliances, can be obtained from [www.uksmokecontrolareas.co.uk](http://www.uksmokecontrolareas.co.uk)

**4.3** If applicable a grid connection agreement must be sought from Northern Ireland Electricity (NIE). An overview of grid connection and generating and trading electricity is available on Action Renewables' website at [www.actionrenewables.org/generating/index.html](http://www.actionrenewables.org/generating/index.html)

**4.4** If installing a hydroelectric turbine, permission for water abstraction must be obtained from Department of Arts, Culture and Leisure, (Inland Fisheries Division): Fishery Office, 152 Vow Road, Ballymoney, Co. Antrim, BT53 7NT, before making an application to Reconnect. Evidence of this permission must be attached to the Reconnect application.

#### **5.0 OFFER OF GRANT**

**5.1** If your application for a grant is approved, the Department of Enterprise, Trade and Investment (DETI) will issue a letter of offer. The letter will specify a deadline of 6 months from the date of the letter, by which the installation of the technology must have been completed and the claim submitted as directed in the letter of offer.

**5.2** Letters of offer will also enclose a grant claim form, which you will need in order to submit your grant claim. You should ensure that you keep the offer letter and claim form in a safe place.

**5.3** Grant funds are limited and grant offers will be made on a "first come, first served" basis, subject to the overall availability of funds. The Department of Enterprise, Trade and Investment (DETI) cannot and do not guarantee that any application for a grant will be successful.

**5.4** Offers will be made on the basis of the information you have supplied. If any of this information changes, including contact details, you have a contractual obligation to inform DETI of the change. Depending on the nature of the change, the terms of the grant may be altered or the grant offer withdrawn.

**5.5** Any offer of grant made by DETI is personal to you and accordingly you are not entitled to transfer any of your rights or obligations in respect of that offer and these terms and conditions without the prior written consent of DETI.

#### **6.0 RECORD KEEPING AND INSPECTIONS**

**6.1** After installation, as long as you are given reasonable notice, you must permit Action Renewables and its authorised inspectors or any other representatives to have access to the property for the purposes of inspecting the technology or to access monitoring equipment, which maybe installed by DETI.

**6.2** If DETI asks you to do so at any time, you must provide such additional information and co-operation as required for the purposes of monitoring energy use of the property and/or performance of the technology. DETI will be entitled to use this information for the purpose of publishing reports and for other purposes associated with renewable energy technologies.

#### **7.0 LIABILITY OF DETI AND THE MANAGING AGENT**

The information provided in publications and elsewhere in relation to Reconnect and renewable energy technologies is intended as a guide only, and DETI and any Managing Agent acting on the Department's behalf does not accept liability for any loss or damage that you may suffer as a result of using that information.

**7.1** DETI and any Managing Agent acting on its behalf cannot and does not guarantee or underwrite the performance of any technology (whether an approved product or otherwise) and/or any installer (whether or not a registered installer). You should ensure that the installer you engage provides you with the necessary information in relation to any warranty cover and the insurance cover it has in place.

**7.2** In the unlikely event that any member of the Managing Agent, its employees, officers or agents were to suffer or incur any losses, damages costs or expenses and/or to have claims made against it, and/or any of them, as a result of your installation or use of the technology or any other of your activities in connection with the grant or the property, then unless caused by the Managing Agent or its employee's/officer's/agent's own negligence, you must compensate the Managing Agent fully in respect of the relevant losses, damages, expenses or claims.

**7.3** DETI is entitled at any time to vary these terms and conditions and will give notice to applicants if necessary.