

## WeSwitchU Contractor Terms and Conditions

These contractor terms and conditions (the “**Terms**”) set out the terms of the relationship between WeSwitchU (as defined below) and you, being a Contractor (as defined below) in relation to an Introduction (as defined below) and various matters relating thereto or connected therewith.

Your use of the Website will be governed by the WeSwitchU Terms and Conditions.

### 1. Interpretation of these Terms

1.1 In these Terms:

“**Better Energy Homes Contractor’s Code of Practice**” means the contractor’s code of practice maintained by the SEAI, as such is confirmed from time to time;

“**Better Energy Homes Scheme**” means the scheme operated by the SEAI which provides assistance to homeowners to reduce energy use, and greenhouse gas emissions while seeking to improve the comfort levels within their home and making significant savings on energy costs, as such is confirmed from time to time;

“**Business Day**” means any day (other than a Saturday or Sunday) on which clearing banks are generally open for business in Ireland;

“**EV Chargepoint**” means a home charge point usually installed on an external wall of the house and electric car charging is facilitated through domestic electricity supply. Contractor must have completed manufacturer’s training with any charge point they are installing.

“**Contractor**” means a contractor who is registered on the Registered Contractor List as, including but not limited to, a Domestic BER Assessor, a Renewable Energy Installer, a SEAI Registered Technical Advisor, a SAFE Registered Electrical Contractor or a contractor registered under the Better Energy Homes Scheme;

“**Customer**” means a customer of WeSwitchU who is looking to engage the services of a Contractor and “**Customers**” shall be construed accordingly;

“**Dashboard**” means the user dashboard accessed via the Website through which you may update details relating to you and/or your account with us;

“**Fee**” has the meaning given to it in clause 6.1 hereof;

“**Ireland**” means the Republic of Ireland;

“**Introduction**” means the introduction of Customers to a Contractor by WeSwitchU for the Permitted Purpose;

**“Permitted Purpose”** means the provision of goods and services to Customers for the purpose of assisting Customers with improving their energy efficiency;

**“Privacy Policy”** means the terms and conditions relating to how we look after your personal information, as may be amended from time to time, as made available to you via the Website; and

**“Registered Contractor List”** means the list of SEAI registered contractors maintained by the SEAI or the list of Registered Electrical Contractors (RECs) maintained by SAFE;

**“SEAI”** means the Sustainable Energy Authority of Ireland;

**“SAFE”** means Safe Electric responsible for the regulation of the activities of electrical contractors in the Republic of Ireland. Safe Electric holds a register of all Registered Electrical Contractors (RECs), and ensures through audits and inspections that RECs are operating to the relevant national standards and technical rules.

**“Supplier”** means a third party licensed supplier of gas and/or electricity to homes in Ireland;

**“Switch”** means, in accordance with the WeSwitchU Terms and Conditions, the process of arranging a switch for a person who proposes to use or is using the Service (as defined in the WeSwitchU Terms and Conditions) from their existing energy tariff to a different energy tariff, which may also involve moving them to a new Supplier (and the expression **“Switches”** shall be construed accordingly);

**“USRC”** means the unique switch referral code provided to each Contractor once they have been verified by us in accordance with the provisions of clause 3.1;

**“Website”** means [www.weswitchu.ie](http://www.weswitchu.ie);

**“WeSwitchU”** (and **“we”**, **“us”** or **“our”** shall be construed accordingly) means Connect and Save Your Energy Limited, registered in Ireland under registration number 642915, and with a registered address at No.2 Salmon Weir, Hanover Street, Cork, T12TD98; and

**“WeSwitchU Terms and Conditions”** means the terms and conditions relating to the use of the Website.

1.2 In these Terms, the expression **“written”** shall be deemed to include email.

1.3 The headings in these Terms will not form part of these Terms and will not affect their interpretation.

1.4 The rule known as the ejusdem generis rule shall not apply to these Terms and accordingly general words introduced by the word **“other”**, **“including”**, **“include”** or **“in particular”** or any similar expression shall not be given a restrictive meaning by reason of the fact that they

are preceded by words indicating a particular class of acts, matters or things and shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2. Information and Use of the Dashboard**

In order to be eligible to be considered for an Introduction you:

- (a) must have an address in Ireland and in the case of a natural person must be 18 years old or over;
- (b) must ensure that all information and details (in particular your SEAI installer unique number or SAFE unique number) you provide to us are true, accurate, complete and current, and that you disclose all relevant facts to us whether specifically requested or not;
- (c) must be a SEAI registered contractor or SAFE Registered Electrical Contractors (RECs) on the Registered Contractor List;
- (d) must promptly contact us if and to the extent such information changes, including but not limited to, your deregistration from the Registered Contractor List at [contractor@weswitchu.ie](mailto:contractor@weswitchu.ie);
- (e) must, in order to be eligible for an Introduction, create an account and be responsible for any and all activity conducted using your account (including via your Dashboard); and
- (f) must promptly contact us at [contractor@weswitchu.ie](mailto:contractor@weswitchu.ie) if you know or suspect that anyone other than you has accessed your account (including your Dashboard).

## **3. WeSwitchU Obligations and Eligibility for Introductions**

- 3.1 Once you have created an account with us, we will verify your credentials on the SEAI website or SAFE website. This usually takes 48 hours but in certain limited circumstances it may take longer.
- 3.2 Once the verification is completed, your account (including your Dashboard) will be active and we will provide you with a USRC.
- 3.3 With your USRC you will then be able to make a referral to us which successfully leads to a Switch. You must ensure that your USRC is used by each individual/entity making a Switch to enable us to know that the referral was made by you.
- 3.4 We reserve the right, in our sole discretion, to change the criteria required for Contractors to become or remain eligible for Introductions, (including (without limitation) the criteria set out in the foregoing provisions of this clause 3). This may include, but is not limited to, increasing or decreasing the number of referrals and Switches related to the activities of a particular Contractor before such Contractor is so eligible for an Introduction.
- 3.5 We only facilitate Introductions (and then only to the extent specifically set out in these Terms). We do not review communications between you and any Customer, and we are not party to any engagement, agreement or arrangement between you and any Customer.

Without prejudice to the generality of clauses 8.1 and 8.4, we shall not be responsible for any action or omission of any Customer whatsoever.

- 3.6 We cannot guarantee that an Introduction will lead to work from a Customer and we give no assurances of any nature whatsoever in such regard.

#### **4. Contractor Obligations**

- 4.1 You must ensure that all times you adhere to these Terms.
- 4.2 Subject to clause 5.1, you undertake to remain on the Registered Contractor List. If for any reason, you are no longer on the Registered Contractor List, or have been deregistered for any reason, you must promptly contact us at [contractor@weswitchu.ie](mailto:contractor@weswitchu.ie). You accept that any failure by you to inform us of this change may result in you no longer being eligible for an Introduction. This is without prejudice to any other appropriate action that we may take in order to safeguard our interests and reputation.
- 4.3 You undertake at all times to comply with the requirements set out in the Better Energy Homes Contractor's Code of Practice or manufacturer's training with any charge point, and any other directions and guidelines issued by SEAI or SAFE from time to time to ensure that you remain on the Registered Contractor List.
- 4.4 You accept that in order to remain on the Registered Contractor List, SEAI or SAFE may update its technical competency requirements. You agree at your own expense to update your technical competency, or that of your nominated personnel, as directed by SEAI or SAFE. This may include a requirement to undertake specified accredited training.
- 4.5 You agree, where so directed, to assist us and our agents in any investigations concerning fraudulent or inappropriate behaviour relating to any Introduction. You accept that failure to act on a direction from us or our authorised agent to assist us and to furnish information sought in this regard may result in you no longer being eligible for an Introduction.
- 4.6 You agree to contact the Customer within a reasonable timeframe but in any event no later than five Business Days after the date in which the Customer's details are provided to you by us.
- 4.7 You undertake to maintain in place up to date public and products liability insurance and, where applicable, employer's liability insurance. You accept that failure to furnish us with a copy of any such policy of insurance, if requested by us, may result in you no longer being eligible for an Introduction.
- 4.8 You undertake to treat your USRC, Dashboard, password, or any other piece of information as part of our security procedures as confidential. You must not disclose it to any third party.

- 4.9 Following an Introduction, you agree not to subcontract or contract provision of the services provided by you to Customers to any third parties without first obtaining the consent of the Customer, but in any case you will not contract or subcontract provision of such services to any third party who is not a registered contractor on the Registered Contractor List or to any third party who does have an account with us.
- 4.10 You must not use an Introduction in any way that causes, or may cause, damage to us or in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

## 5. Termination

- 5.1 You can terminate your eligibility to be considered for an Introduction at any time by giving us notice through our Website or by using the contact details for us that we provide to you.
- 5.3 We shall be entitled to terminate your eligibility to be considered for an Introduction at any time by written notice to you if you are in breach of these Terms, including (without limitation) in the event that you provide us with false or misleading information in connection with your registration status on the Register Contractors List or if you are in breach of any of your obligations under these Terms (including (without limitation) your responsibilities under clause 2 and clause 4 hereof) or if you use any Introduction for any purpose other than the Permitted Purpose.

## 6. Fees

- 6.1 A fee will be charged by us for facilitating an Introduction (the “Fee”). By accepting these Terms and consenting to an Introduction, you shall be deemed to have accepted the Fee in respect of such Introduction. You agree and accept that you will be paid directly by the Customer and not by us for any services undertaken or goods provided by you as a result of an Introduction.

### **Schedule of Introduction fees (excl VAT)**

EV Chargepoint Introduction - €20

Solar PV Residential Introduction - €20

Solar PV Farm Introduction - €50

Solar PV Commercial Introduction - €50

### **Schedule of credits for switches (excl VAT)**

Residential switch - €20

Farm switch - €50

Commercial switch - €50

- 6.2 We will issue an invoice to you at the end of each month with details of introductions made plus credit for switches completed using your URSC. The payment of this invoice will be processed by our Third Party Partners (by way of direct debit) on the date which is 14 days from the date of the invoice.

## **7. Personal data**

- 7.1 Our use of any personal data you provide to us will be governed by our Privacy Policy.
- 7.2 As part of the Introduction, you authorise us to pass information about you to Customers for the purpose of facilitating the Introduction (to the extent it is lawful for us to do so).

## **8. Liability and Indemnity**

- 8.1 The provision of goods and/or services by a Contractor to Customers is entirely a matter between the Contractor and the Customer. We accept no liability or responsibility, whether for breach of contract, breach of duty, negligence, health and safety violations or otherwise, in respect of any dispute, claim or cause of action arising out of, or in relation to, any product, equipment, work, system or installation supplied or carried out by the Contractor. The Contractor is entirely responsible for all such matters. You agree to indemnify and keep us indemnified from and against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation any direct or indirect consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with any claim by any Customer in connection with
- any engagement, agreement or arrangement between you and any Customer (including (without limitation) any product, equipment, work, system or installation supplied or carried out by or on behalf of you in connection therewith).
- 8.2 To the fullest extent permitted by law, you will be liable for any liability, loss, costs and/or damages suffered or incurred by us or any third party as a result of your failure to adhere to these Terms. You agree to indemnify and keep indemnified us from and against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation any direct or indirect consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with any breach of these Terms.
- 8.3 To the fullest extent permitted by law, we are not liable to you for any loss or damage (even if we have been forewarned of the possibility of such loss or damage or such loss or damage was otherwise foreseeable), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection an Introduction. If, notwithstanding the foregoing provisions of this clause 8.3 and/or any other provisions of these Terms, we are found to be liable to you for any damage or loss (including (without limitation) through negligence) which arises in any way out of, or is in any way connected with, an Introduction, our liability (save as prohibited by law) shall in no event exceed €100.

8.4 Without prejudice to the foregoing provisions of this clause 8, we are not responsible for what Customers or other third parties do or fail to do. Even if we have introduced you to the Customer or other third party, we are not responsible for damage or loss you suffer under that independent contract.

## **9. Updates and amendments**

9.1 We reserve the right, from time to time, to change these Terms (whether in response to any change in applicable law or regulation or otherwise). The Terms that are applicable to you will be the version that is displayed on our Website.

## **10. General**

10.1 These Terms and any dispute or claim arising out of or in connection with them or their subject matter, formation, existence, negotiation, validity, termination or enforceability (including non-contractual obligations, disputes or claims) ("**Dispute**") shall be governed by and construed in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the courts of Ireland in relation to any Dispute between them.