

## Energy Storage Solutions

### (Solar PV and Battery)

#### 1. Background

- (a) Energia has developed a new Energy Storage Solution which will enable customers to store electricity for use in the home and to potentially provide a supply of electricity or other electrical services to the national electricity grid. Customers may avail of any one of the following Energy Storage Solutions:
- (i) Battery and Solar PV Panels; or
  - (ii) Battery only; or
  - (iii) Solar PV Panels only.
- (b) The Battery solution is supported by a web-based platform which will allow customers to monitor, operate and control the Battery and to view household energy consumption via online dashboard and mobile app (“**Platform**”). Should you wish to avail of the Battery, you will be required to enter into separate terms and conditions with Moixa (“**Moixa T&Cs**”) at the point of registering on the Platform. The Moixa T&Cs will govern your use of the Battery and the Platform and will include details of (i) the manufacturer's warranty, (ii) access to the Platform and (iii) the Platform licence.
- (c) These terms and conditions are in addition to Energia's supply terms and conditions which govern your existing energy supply with us. If there is any conflict between these terms and conditions and Energia's supply terms and conditions then Energia's supply terms and conditions shall prevail except in relation to limitation of liability which is set out in detail below.

#### 2. Information about us and contact details

The following definitions apply to this Agreement:

- i. “**Agreement**” means the terms and conditions set out in this document.
- ii. “**Battery**” means the battery provided by Moixa.
- iii. “**Data Protection Legislation**” means the General Data Protection Regulation 2018 (EU 2016/679), the Irish Data Protection Acts 1988 to 2018, the Irish European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 and any relevant transposition, successor or replacement of any of the foregoing laws and any other laws in force in Ireland (to the extent applicable) relating to data protection.
- iv. “**Energy Storage Solution**” means a) the Solar PV Panels, b) the Battery and the Platform together with any accompanying equipment, and c) where applicable, any other relevant equipment agreed between you and the Installer.
- v. “**Installer**” means House 2 Home Retrofit Limited incorporated and registered in Republic of Ireland with company registration number 522283 whose registered office is at Kileen Road, Dublin 12.
- vi. “**Moixa**” means Moixa Technology Limited incorporated and registered in England and Wales with company number 05631091 whose registered office is at 150 Aldersgate Street, London EC1A 4AB.
- vii. “**Network Provider**” means ESB Networks DAC incorporated and registered in Republic of Ireland with company registration number 465172 whose registered office is at Clanwilliam House, Clanwilliam Court, Dublin 2.

- viii. **“Relevant Manufacturer”** means any of a) the manufacturer of the Solar PV Panels, b) Moixa (in respect of the Battery and the Platform together with any accompanying equipment), and c) where applicable, the manufacturer of any other relevant equipment agreed between you and the Installer in connection with the Energy Storage Solution.
- ix. **“Relevant Manufacturer’s Instructions”** means the instructions for installation, storage, use, maintenance and disposal of the relevant Energy Storage Solution from the Relevant Manufacturer.
- x. **“SEAI”** means the Sustainable Energy Authority of Ireland whose head office is at 3 Park Place, Hatch Street Upper, Dublin 2.
- xi. **“Solar PV Panels”** means solar photovoltaic panels.
- xii. **“We”, “us”, “our” or “Energia”** means Energia Customer Solutions Limited t/a Energia incorporated and registered in Republic of Ireland with company registration number 3060354 whose registered office is at Blanchardstown Retail Park, Dublin 15.
- xiii. **“You” or “your”** means the customer availing of the Energy Storage Solution.

### **3. Installation and connection to the grid**

- (a) Upon confirmation that you have entered into an agreement with the Installer for the Energy Storage Solution these terms and conditions will apply.
- (b) The Installer will install your chosen Energy Storage Solution at your premises at a date and time convenient to you and the Installer. You shall ensure that the Installer and its employees, agents and contractors have reasonable, safe and unobstructed access to your premises to facilitate the installation of the Energy Storage Solution. You shall be responsible for the costs of installation which are payable directly to the Installer.
- (c) The Installer is responsible for all liabilities in respect of the Energy Storage Solution. All claims and liabilities in respect of the Energy Storage Solution lie with either the Installer or the appropriate Relevant Manufacturer under the terms of the appropriate Relevant Manufacturer’s warranty.
- (d) You agree that you will submit a NC6 Form with the Network Provider to enable the Energy Storage Solution to export to and import energy from the Network Provider and to abide by the Network Provider’s terms and conditions in relation to such connection.

### **4. The Platform**

- (a) Moixa owns and operates the Platform and (subject to your entering into the Moixa T&Cs) will create a user account for you once the Battery is commissioned.
- (b) You agree that Energia is not responsible for the Platform.

### **5. Use and Feedback**

- (a) You agree to:
  - i. follow the storage, use and maintenance advice for the Energy Storage Solution as instructed by the Installer upon installation and as may further be set out in the Relevant Manufacturer’s Instructions; and
  - ii. if requested, work with Energia, the Installer or Moixa to identify and resolve any errors, problems or defects in the Energy Storage Solution discovered by you, the Installer or Moixa.

- (b) In addition to the above, you may be asked to provide Energia with feedback via focused interviews, online surveys, e-mails or by other means in relation to your experience with the Energy Storage Solution and using the Platform. This is without prejudice to your right to object to processing in accordance with Section 6.7 of our Privacy Statement.
- (c) All feedback, comments and suggestions for improvements that you provide to Energia are collectively referred to as “**Customer Feedback**”.
- (d) You acknowledge and agree that all Customer Feedback (and all intellectual property rights in it) will be the sole and exclusive property of Energia.

## 6. Data Protection

- (a) Protecting our customers’ personal data is important to us. Please see our Privacy Statement set out in the Appendix to this Agreement for details of how we collect, use, store, share and protect your personal data in compliance with the Data Protection Legislation.
- (b) You acknowledge and agree that the Platform will automatically save data from the Energy Storage Solution and that this data may be shared with Energia (and its affiliates), Moixa, the Network Provider and EirGrid.
- (c) Notwithstanding the generality of Clause (b) above, you have the right to request the erasure of your personal data. You should let us know if you require us to erase your personal data by contacting our Data Protection Officer at [dataprotection@energia.ie](mailto:dataprotection@energia.ie) or in writing addressed to Data Protection Officer, The Liberty Centre, Blanchardstown Retail Park, Dublin 15, D15 YT2H.

## 7. SEAI Grant

A grant may be available from the SEAI in relation to the installation of the Energy Storage Solution. Any such grant is subject to SEAI’s eligibility criteria and their terms and conditions. Energia makes no representation or warranty that the Energy Storage Solution is suitable for or will be eligible for a grant from the SEAI.

## 8. MicroGen Bonus

- (a) Subject to clause 8(c), should you avail of either of the following Energy Storage Solutions:

- (i) Battery and Solar PV Panels; or
- (ii) Battery only,

you will be awarded a bonus for any electricity passing from the Energy Storage Solution to the national electricity grid (“**MicroGen Bonus**”) which will be paid in arrears every 6 months for a period of up to 3 years. The MicroGen Bonus will be calculated at a fixed rate of €0.074 per kWh in relation to energy exported to the national electricity grid from the Energy Storage Solution as measured by the Platform.

- (b) The MicroGen Bonus will be calculated based on a reading which will be taken from your Energy Storage Solution (via the Platform) on 1 January and 1 July in each year, however Energia cannot guarantee the accuracy of such a reading. The MicroGen Bonus will then be applied to your account and shown as a credit on your next energy bill.
- (c) Notwithstanding the foregoing, Energia reserves the right to withdraw the MicroGen Bonus at any time at its absolute discretion. We will notify you within 30 days of this happening.

## 9. Disclaimers

- (a) Warranty Disclaimer

You acknowledge that the Energy Storage Solution is being provided by the Installer and Energia expressly disclaims all warranties of any kind, express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement relating to the Energy Storage Solution to the extent permitted by law.

(b) No Warranty

Energia gives no warranty that the Platform or the Energy Storage Solution operation will be uninterrupted, reliable, accurate, available, or error-free.

(c) Acknowledgement

You acknowledge and agree that:

- i. you should not rely on the Platform or the Energy Storage Solution or the information obtained using the Platform or the Energy Storage Solution (“**Related Services**”) for any reason;
- ii. the usage information shown on the Platform or the Energy Storage Solution should not be used for meter readings. Neither the Platform nor the Energy Storage Solution nor the Related Services are intended to replace the normal reading of your meter as set out in Energia’s supply terms and conditions;
- iii. installation, storage, maintenance and disposal of the Energy Storage Solution shall be at your sole risk and responsibility and shall be carried out in accordance with your agreement with the Installer and the Moixa T&Cs (as appropriate);
- iv. storage, maintenance and disposal of the Energy Storage Solution should be carried out in accordance with the Relevant Manufacturer’s Instructions;
- v. use of the Platform and the Energy Storage Solution and the Related Services shall be at your sole risk and responsibility;
- vi. you assume sole and complete responsibility for use of the Platform and the Energy Storage Solution and the Related Services and waive any claim or demand against Energia in connection with them;
- vii. provision of the Energy Storage Solution and operation of the Energy Storage Solution and the Platform are dependent upon third party providers. Energia is not responsible for any act or omission or the availability or quality of any products or services provided by such third parties to the extent permitted by law; and
- viii. in no event will Energia be liable to you or any third party for damages of any kind arising out of the installation of the Energy Storage Solution or use of or inability to use the Energy Storage Solution or the Platform or the Related Services.

## 10. General terms

(a) Restrictions on Use

- i. The Platform and the Energy Storage Solution is to be used solely for personal and domestic use in accordance with this Agreement and must not be resold.
- ii. You must not:
  1. repair, modify, alter or improve the Platform or the Energy Storage Solution; or
  2. lease, licence, loan, sell, transfer or otherwise dispose of the Energy Storage Solution or make the Related Services available to any third party; or

3. reverse engineer the Platform or the Energy Storage Solution (or any component thereof), decompile or disassemble any software or firmware components of the Platform or the Energy Storage Solution, or adapt or in any other way alter the Platform or the Energy Storage Solution.

(b) Assignment

- i. You shall not assign any of your rights or obligations under this Agreement without the prior written consent of Energia.
- ii. Energia may at any time assign any of its rights and obligations relating to the use of the Platform or the Energy Storage Solution or this Agreement to a third party.

(c) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be removed and the remainder of this Agreement shall continue to apply as if that provision were not included.

(d) Governing Law

This Agreement will be governed by and construed in accordance with the laws of Ireland whose courts shall have exclusive jurisdiction.

(e) Liability for Loss or Damage

Energia does not supply the Platform or the Energy Storage Solution and we will not be liable for them. We will only be liable to you for direct losses resulting from us breaking the terms of this Agreement.

- i. We will not be responsible for:
  1. use of the Energy Storage Solution not in accordance with the Relevant Manufacturer's Instructions; or
  2. any costs, loss or damage that you suffer as a result of not using the Energy Storage Solution in line with the Relevant Manufacturer's Instructions, or by problems caused by your network, signal interference or wi-fi connectivity; or
  3. any costs, loss or damage that you experience by unauthorised use of the Platform or the Energy Storage Solution; or
  4. any costs, loss or damage you experience as a result of you, or anyone else, tampering with, decompiling or reverse-engineering the Platform or the Energy Storage Solution; or
  5. any anticipated savings, loss of data or for any indirect, consequential or unforeseeable loss howsoever arising suffered in connection with the use of the Platform or the Energy Storage Solution.
- ii. Our liability to you shall be limited to €1,000 for any incident or series of related incidents.
- iii. We do not exclude or limit our liability where it would be unlawful to do so. This includes liability for:
  1. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; and
  2. fraud or fraudulent misrepresentation.

- iv. We will not be liable if defective digital content supplied, via the Platform, damages any of your devices or digital content.
- v. For the avoidance of any doubt, and notwithstanding the generality of the foregoing, Energia shall have no liability whatsoever with respect to the Energy Storage Solution (including its installation or removal) or the Platform.

(f) Delay

If we delay in taking any steps against you in respect of any breach of these terms and conditions that will not prevent us from taking steps against you at a later date.

(g) Third Parties

Nobody other than you can benefit from this Agreement.

**11. Entire Agreement**

- (a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements, communications and understandings (both oral and written) regarding such subject matter.
- (b) This Agreement may be modified by notice by us from time to time. You may not modify this Agreement without our consent in writing.

## APPENDIX

### PRIVACY STATEMENT

#### Introduction

Protecting our customers' personal data is important to Energia. This Privacy Statement sets out how we collect, use, store, share and protect your personal data in compliance with the Data Protection Legislation.

#### 1.1 Company Information

Energia is part of the Energia Group, the leading independent energy company in the all-Ireland market. Energia is the trading name of Energia Customer Solutions Limited, a company registered in Ireland with company number 306035 and having its registered office at The Liberty Centre, Blanchardstown Retail Park, Dublin 15, D15 YT2H. Further information can be found at [www.energia.ie/home](http://www.energia.ie/home) or [www.energiagroup.com](http://www.energiagroup.com).

#### 1.2 Contact us

If you have questions as to the manner in which your personal data is being handled or if you require any further information you can contact the Data Protection Officer by e-mail at [dataprotection@energia.ie](mailto:dataprotection@energia.ie) or by writing to the Data Protection Officer, The Liberty Centre, Blanchardstown Retail Park, Dublin 15, D15 YT2H. For further information on how Energia manages your personal data, please refer to the [Energia Privacy Statement](#).

#### 1.3 Protecting your Information

We are committed to protecting your personal data and to implementing appropriate technical and organisational security measures to protect it against any unauthorised or unlawful processing and against any accidental loss, destruction, or damage.

## 2. Data we Collect

In order to provide the Energy Storage Solution and services we need to collect a number of categories of personal data. We obtain this data through the registration process, marketing or through the on-going management of these services. We cannot provide you with these services unless we have the necessary information. These personal data categories may include:

Name, address, contact details such as telephone number, mobile phone number, e-mail address, MPRN, bank details, tariff information and system performance data.

System performance data includes:

- the power, current, voltage and frequency of all the electrical equipment in the system including the home and national grid retrospectively in real time.
- the performance of the Solar PV Panels including total power generated by the Solar PV Panels, solar power consumption in the home, excess solar power directed to charge the Battery and excess solar power exported to the grid.
- the performance of the Battery including state of charge, power to the home and Battery power used and delivered to the grid.

## 3. How we use your Information

We will use your personal data for the provision and monitoring of the Energy Storage Solution and services, to evaluate the effectiveness of the Energy Storage Solution and the Platform, to manage your account, provide customer

support, improve our products and services, marketing (in accordance with your marketing preferences), research and data analysis and to meet our regulatory and licence requirements.

This processing will be undertaken as necessary for the performance of your contract, with your consent, were necessary to comply with our legal obligations or necessary for our legitimate interests or those of a third party to better manage your account, provide the appropriate services and support, continually improve our processes and products and provide you with the best customer experience.

#### **4. Sharing your Information**

We may share your personal data within Energia and the Energia Group and with other parties such as Moixa, the Installer, the Network Operator and EirGrid, and organisations who act as service providers to Energia such as providers of telecommunications, postal services, data storage, IT services and security, marketing and market research, and making and receiving financial payments.

We may pass personal data to our agents and service providers and group companies when relevant for these purposes, including the use of cloud providers. This may involve passing your personal data outside of the European Economic Area (EEA) and any such recipients will be bound to comply with the European Commission standard contractual clauses or other appropriate safeguards for the transfers of data outside the EEA.

#### **5. Retention of your Information**

We will retain your personal data only for as long as is necessary for the purposes for which it was collected and in order to meet the legal and business requirements of managing your customer account and experience with us. In particular:

- we will retain personal data that is necessary for us to provide you with the product and service that you have requested or purchased for as long as it takes us to provide that product or service; and
- we will retain other personal data necessary for us to do so to comply with our regulatory and legal requirements.

#### **6. Your rights**

The General Data Protection Regulation provides you with a number of rights under the legislation as a data subject. We will respond to your requests within one month of the receipt of your request or inform you in circumstances where an extension may be required.

**6.1** Right of access. You have the right to be provided with details of the processing of your personal data and to obtain a copy of the personal data we hold about you, subject to applicable exemptions under the Data Protection Legislation. In order to make an access request please e-mail the Data Protection Officer at [dataprotection@energia.ie](mailto:dataprotection@energia.ie) or in writing to: Data Protection Officer, The Liberty Centre, Blanchardstown Retail Park, Dublin 15, D15 YT2H.

**6.2** Right to rectification. If the personal data we hold on you is inaccurate or incomplete you have the right to rectify such personal data and we would encourage you to ensure the personal data we hold on you is kept as up to date and accurate as possible.

**6.3** Right to erasure. In certain circumstances you have the right to request the deletion of your personal data where there is no compelling reason for us to continue processing it.

**6.4** Right to restrict processing. In certain circumstances you can request the restriction of the processing of your personal data where you contest the accuracy of the information; where you object to processing which is based on legitimate interests; where the processing is unlawful and you wish to restrict the processing rather than seek



erasure; or where we no longer require to retain your personal data but you wish the personal data to be held while you establish, exercise or defend a legal claim.

- 6.5** Right to data portability. In circumstances where the personal data you have provided to us in a structured, commonly used and machine-readable format is based on your consent or for the performance of the contract and where the processing is carried out by automated means you have the right to request that such personal data be provided to you or transmitted directly to another organisation.
- 6.6** Right to withdraw consent. If we are processing your personal data on the legal basis of consent you have the right to withdraw your consent at any time. If you withdraw your consent we will no longer be able to carry out processing based on your consent. However by withdrawing your consent it does not invalidate any processing which was undertaken prior to the withdrawal of your consent.
- 6.7** Right to object to processing. You have the right to object to processing based on legitimate interests and to direct marketing (including profiling for the purpose of direct marketing).

Where we have indicated that we are processing your personal data based on legitimate interest you are entitled to object to such processing on grounds relating to your particular situation. We will stop processing your personal data unless we can demonstrate compelling legitimate grounds for the processing which overrides your interests, rights and freedoms or where the processing is necessary for the establishment, exercise or defence of legal claims. If you wish to object to receiving direct marketing please use the provided opt-outs or contact us to do so.

- 6.8** Automated decision-making including profiling. You have the right not to be subject to automated individual decision making, including profiling, which produce legal effects concerning you or similarly significantly affects you unless it is necessary for the entry into or performance of a contract, authorised by EU or member state law; or based on your explicit consent.
- 6.9** Right to lodge a complaint. You have the right to lodge a complaint with the Data Protection Commission by writing to the Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28 or contacting them via their website at: [www.dataprotection.ie](http://www.dataprotection.ie).