

Gas Hybrid Heat Pump Allowance

Terms and Conditions

This document sets out the Terms and Conditions of the Gas Hybrid Heat Pump Programme (the “Programme”)

The Programme is led by Phoenix Energy Group Ltd (“Programme Manager”) and delivered in partnership with Kinecx Energy Limited and SGN Evolve Network Ltd (together, with the Programme Manager, referred to as the “Programme Partners”). Any reference to the “Programme” within this document refers to the combined activities, services, and obligations delivered by the Programme Manager on behalf of the Programme Partners.

The Programme has been designed to support the installation and monitoring of gas hybrid heat pump systems in residential properties across Northern Ireland, with the aim of improving understanding of system performance and supporting the transition to lower carbon heating solutions.

By proceeding with installation, you agree to be bound by these Terms and Conditions until 01 January 2029.

1. Programme Overview

In return for allowing the Programme Partners to remotely monitor the performance of an installed hybrid heat pump, eligible homeowners accepted on to the Programme will receive:

- A free home energy audit survey and heat-loss assessment
- A £4,000 Allowance towards the installation of a hybrid heat pump
- One free annual hybrid heat pump service

The scope of the Programme is limited to the installation of hybrid heat pumps (a combination of a gas boiler and an air source heat pump) in 115 properties located within areas in Northern Ireland readily connectible to the gas distribution network. Selection for involvement in this Programme is at the sole discretion of the Programme Manager (acting reasonably and proportionately) and is subject to eligibility criteria and a technical assessment.

The Programme Manager’s determination as to eligibility will consider several factors including (but not limited to):

- Property type - detached, semi-detached, terraced, or apartment.
- Energy Performance Certificate (EPC) rating - EPC B or above, EPC C–D, or EPC below D
- Property location and network availability – Phoenix Energy, Kinecx Energy, or Evolve gas distribution network

Places are allocated at the sole discretion of the Programme Manager taking account of the eligibility criteria, quota allocations proportionate to the total housing stock across Northern Ireland, Programme objectives, data monitoring requirements and application timing.

All hybrid heat pump installations must be carried out by the Programme’s nominated installer, McGaffin Mechanical (the “Nominated Installer”), using the Nominated Installer’s approved hybrid heat pump manufacturer partners.

All hybrid heat pumps installed as part of this Programme will be designed and installed in a standardised approach that seeks to obtain the

primary benefits of a hybrid heat pump system and achieve Programme research goals.

The primary principles of this standardised approach include (but not limited to):

- The heat pump component of the installed hybrid heat pump will be sized to meet approximately 65% (+/-10%) of the participating home's annual space heating demand.
- All hot water will be provided by the gas boiler.

This standardised approach will significantly reduce the scope for the participant to request a bespoke HHP installation. In exceptional circumstances, participants have the right to discuss a deviation away from this standardised approach, but any deviation will be subject to approval by the Programme Manager after consultation with the Nominated Installer.

The installation of the hybrid heat pump system, including the scope of works, price, timings, warranties, workmanship, and aftercare, shall be governed solely by the separate contract entered into between the participant and the Nominated Installer. The Programme Manager and Programme Partners are not parties to that installation contract and have no responsibility for its terms or performance.

2. Eligibility Requirements

Inclusion within this Programme is open only to domestic property owner occupiers, not tenants or landlords. The property must also be either already connected, or deemed readily connectible, to the gas distribution network. The property must be the participant's permanent or principal residence. For the avoidance of doubt, any investment properties, holiday homes or holiday lets shall not be eligible for the Programme.

Final eligibility is confirmed following a home survey, EPC assessment and technical review by the Nominated Installer.

Where properties exceed immediately available Programme capacity, or where specific property types or EPC bands have reached their quota allocation, eligible applicants will be asked if they would like to be placed on a waiting list and

contacted should further capacity become available.

The Programme reserves the right to decline applications where properties do not meet the required criteria or where participation limits have been reached in each eligibility criteria.

All eligibility and participation decisions by the Programme Manager are final. The Programme Manager is not obliged to provide reasons for refusal or withdrawal, save where required by law.

The participant must agree in advance to the installation of monitoring equipment that will provide real time heating system performance data throughout the full programme period - from the time of installation to 1st January 2029.

Programme participants must complete four telephone, or online based, comfort and satisfaction feedback surveys post the installation of the hybrid heat pump and prior to the end of the Programme on 1st January 2029.

Survey questions will focus on the participant's experience of utilising the hybrid heat pump.

Participants must not be directly employed by, or live in the same property as anyone employed by, the Programme Manager or any other Programme Partner.

3. Existing Boiler Eligibility

A hybrid heat pump system can be utilised alongside the participant's existing installed gas boiler, should it be compatible with the air source heat pump unit and in appropriate working condition.

As part of the technical survey, the Nominated Installer will assess the existing gas boiler and determine, based on its professional and technical judgement, whether it is suitable for integration with a hybrid heat pump system.

Whilst each case will be assessed individually, it is generally not recommended to integrate a heat pump with an existing boiler system that is more than 5 years old, as older systems may not perform optimally in a hybrid configuration.

Where the existing gas boiler is considered unsuitable, McGaffin Mechanical will provide a quotation to install an A-rated natural gas condensing boiler alongside the air source heat pump, along with any necessary system or controls upgrades.

Final acceptance to take part in the Programme is in all cases subject to technical assessment and Programme approval.

4. The £4,000 Allowance

Under these Terms, the “Allowance” refers to the £4,000 Allowance provided by the Programme toward the installation of a gas hybrid heat pump system.

The Allowance will be issued to the homeowner on the quotation from McGaffin Mechanical, subject to the participant meeting the requirements set out in these Terms. The Allowance:

- Is non-transferable and cannot be exchanged for cash.
- Will be applied against the gross installation cost provided by the Nominated Installer.
- Will be deducted directly from the total installation cost quoted by the Nominated Installer.
- Will become invalid should the Nominated Installer not be able to complete the hybrid heat pump installation within 12 weeks of the participant agreeing to the quotation. This period can only be extended with the direct permission from the Programme Manager.

5. Participation Period

Participants agree to take part in the Programme for the full participation period, ending on 1st January 2029.

During this period, participants agree to:

- Not make any material changes to the heating system or property that may impact heating system performance without first notifying the Programme Manager.
- Ensure any changes or upgrades to the heating system are carried out solely by the Nominated Installer.

- Ensure co-installed monitoring equipment remains installed, powered, and fully operational.
- Allow the Programme to remotely access the monitoring equipment via the participant’s Wi-Fi connection.
- Allow the Programme to remotely access, where applicable, the online management application associated with the participant’s hybrid heat pump for data cross-checking purposes only.

As part of the Programme, monitoring equipment will be co-installed with the hybrid heat pump and must remain in the property until 01 January 2029. Participants are responsible for taking reasonable care of this monitoring equipment.

Specifically, monitoring equipment:

- Must not be altered, relocated, or disconnected.
- Must remain powered and connected to the homeowner’s Wi-Fi.
- Must be kept accessible for maintenance where required.

At the end of the monitoring period (1st January 2029), the Programme will deactivate data collection. The monitoring equipment will remain in place, but inactive, as it will have been co-installed with the hybrid heating system. From 01 January 2029, title in and risk relating to the monitoring equipment shall pass to the participant.

Participants who wish to continue utilising the monitoring equipment for their own purposes post 01 January 2029 should inform Programme staff who will in turn put the participant in contact with the monitoring equipment provider. However, it is important to note that this will have no impact on system performance.

Neither the Programme Manager nor any Programme Partner shall have any liability in respect of the monitoring equipment after 01 January 2029 whether or not the participant agrees to an ongoing monitoring service with the monitoring equipment provider.

7. Access for Maintenance, Inspection, and Monitoring Checks

Participants must allow reasonable access to the property for Programme staff or its

representatives for installation, inspection, servicing, and monitoring of the heating system and equipment, including:

- System and monitoring equipment installation
- Inspections and quality checks
- Maintenance or fault resolution

The Programme Manager will provide at least one week's written or verbal notice prior to requiring access.

The exception is where there is an issue with the monitoring equipment (as a prolonged period of offline monitoring could impact the validity of Programme performance data). In this set of circumstances, the Programme Manager will seek access for its employees, agents and/or contractors at the earliest practical opportunity. Where access is not provided by a participant within a reasonable time, the Programme Manager may issue written notice specifying the access issue and requiring it to be remedied within a further reasonable period. The Programme Manager may, at its discretion, afford the participant an opportunity to remedy the issue before taking any action to remove the participant from the Programme or to seek recovery of the Allowance.

Servicing Requirement

Participants are advised to have the hybrid heat pump system serviced annually to maintain system performance and manufacturer warranties.

The Programme will provide the first annual service free of charge, which will be carried out by the Nominated Installer, and the Programme Manager will remind participants when subsequent services are due until the end of the Programme period on 01 January 2029.

8. Data Protection & Privacy

We will process your information in accordance with the UK General Data Protection Regulations (UK GDPR), the Data Protection Act 2018, and applicable regulatory guidance.

The Data We Collect

The Programme Manager may collect and process the following categories of personal data on the basis of legitimate interest as part of the Programme:

- Heat and electrical energy consumption data.
- Heating system performance metrics and operational data.
- Temperature and environmental readings within the property.
- Property characteristics relevant to heating performance (property type, EPC Rating, Heat Loss performance etc.).
- Contact details and property details.
- Hybrid heat pump installation, maintenance, and servicing records.
- Answers to participant surveys.

No audio or video surveillance is conducted as part of this Programme.

Purpose

Your data will be used for:

- Delivering and managing the Programme
- Monitoring system performance,
- Research, analysis, and Programme evaluation.
- Programme reporting and compliance management.
- Future gas network planning and price control modelling.
- Regulatory reporting and compliance.

Your Rights

Under UK GDPR legislation, you have the following rights in relation to your personal data:

- Access – you may request a copy of the personal data we hold about you.
- Rectification – you may ask us to correct inaccurate or incomplete data.
- Erasure – you may request deletion of your data where there is no legitimate reason for us to continue processing it.
- Restriction – you may ask us to limit how we use your data in certain circumstances.
- Objection – you may object to processing carried out on the basis of legitimate interests.
- Portability – you may request your data in a structured, commonly used, machine-readable format where processing is based on consent or contract.

Please note that these rights are not absolute. In some circumstances the Programme Manager may be entitled to refuse a request, in whole or

in part, where we have a legitimate interest in continuing to process your data, where we are subject to a legal or regulatory obligation to retain it, or where the exercise of a right would prejudice the purposes of the Programme. Where we are unable to fulfil a request, we will explain why.

To exercise any of these rights, please contact the Programme Manager via the contact details at the bottom of this document.

Data Sharing

We may share your data with:

- Approved contractors and technology partners, contracted research partners.
- Regulatory bodies and government authorities where required (and where appropriate in anonymised or pseudonymised form).
- Other participating energy network operators (and where appropriate in anonymised or pseudonymised form).

The Programme may publish anonymised results, research findings, and performance summaries. No personally identifiable information will be made public without explicit written consent from the relevant participants.

Data Storage & Security

Your data will be stored securely, and access will be restricted to authorised personnel only. Appropriate technical and organisational measures are in place to protect your data against unauthorised or unlawful processing and against accidental loss or destruction of your data.

Retention

We will retain your personal data only for as long as necessary to fulfil the purposes of the Programme and to meet legal and regulatory obligations. Participants have the right to complain to the Information Commissioner's Office at any time - ico.org.uk/make-a-complaint

To review the Programme Manager's Privacy Policy, please follow this link - phoenixenergyyni.com/privacy-policy

9. Communications

Effective communication is essential for the operation, monitoring, and evaluation of the Programme. We will communicate with participants via email, phone, SMS, post, and site visits where required.

Participants agree to:

- Keep contact details up to date.
- Respond within a reasonable timeframe.
- Facilitate access for appointments and maintenance (see Section 7).
- Report any faults with their hybrid heat pump system.

Failure to maintain communication or provide access may result in suspension from the Programme and recovery of the Allowance. We are not responsible for missed communications due to outdated contact details.

10. System Performance Disclaimer

The gas hybrid heat pump system is designed to optimise energy efficiency, balance fuel usage, and support the reduction of carbon emissions.

However, actual performance will vary depending on a range of factors. Participants should note that:

- Energy cost savings are not guaranteed.
- Energy prices (including gas and electricity) are subject to market fluctuations outside the control of the Programme.
- System performance is influenced by factors such as property condition, insulation levels, occupancy patterns, weather conditions, and user operation.
- Any projected carbon savings referenced by the Programme are based on modelling and indicative assumptions; actual outcomes may differ.

All performance information and projections provided as part of the Programme are based on modelling and typical usage assumptions and should be considered indicative only, rather than guaranteed outcomes. Participants acknowledge that they have not relied on any statement, estimate, or projection regarding savings, performance, or carbon reduction in deciding to participate in the Programme. Neither the Programme Manager nor any Programme Partner shall be liable for any failure

to achieve savings or dissatisfaction with system operation.

11. Home Insulation Upgrades

To support accurate and consistent assessment of hybrid heat pump system performance, participants are asked to avoid undertaking significant insulation or home fabric upgrades from the date of installation until 1st January 2029, to maintain the integrity of the performance data throughout the monitoring period.

Where alterations become necessary during this period, participants should notify the Programme team as soon as reasonably practicable so that any impact on performance data can be appropriately accounted for.

12. Governing Law

These Terms are governed by and construed in accordance with the laws of Northern Ireland. The courts of Northern Ireland shall have exclusive jurisdiction in relation to any dispute relating to these Terms or arising from participation in the Programme.

13. No Agency

Nothing in these Terms creates a partnership, agency, or joint venture between the Programme Manager and the Nominated Installer or any manufacturer or equipment provider. The Nominated Installer acts as an independent contractor and is solely responsible for installation works, workmanship, advice, warranties, and compliance with applicable law.

14. Withdrawal & Misuse of Allowance

Participants are expected to engage in good faith and in line with the objectives of the Programme, and to notify the Programme team of any significant changes to their home or occupancy that may impact the accuracy of performance data.

The Programme reserves the right to review participation where Programme requirements are not being met or where there is evidence of inappropriate use of the Allowance. Situations that may require review include (but are not limited to):

- Provision of false, inaccurate, or misleading information during the application or installation process
- Unreasonable withdrawal from the Programme shortly after installation without valid justification
- Continued deliberate interference with the monitoring equipment or associated data collection.

Where a concern is identified, the Programme will engage with the participant to understand the circumstances and seek resolution where possible.

In cases where the participants are clearly not supportive of meeting the Programme requirement outlined and accepted, the Programme reserves the right to withdraw the participant from the Programme and recover all or part of the Allowance provided. Any recovery of the Allowance shall be reasonable and proportionate, taking account of the participant's level of engagement, fault, and length of participation.

All cases will be considered individually. Nothing in this section affects the participant's statutory consumer rights.

15. Liability

Subject to these Terms, the Programme Manager's total liability arising from the Programme shall not exceed the value of the Allowance actually issued to the participant. The Programme Manager shall not be liable for indirect, consequential, or economic losses, including loss of savings, increased energy costs, or inconvenience.

Nothing in these Terms shall exclude or limit the liability of the Programme Manager (or any Programme Partner) for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) any matter for which liability cannot lawfully be excluded or limited; or (d) liabilities arising under applicable data protection laws to the extent such liability cannot be limited by contract.

This paragraph 15 shall survive the termination or expiry of the Programme and the participant's participation in it.

16. Acceptance of Terms & Conditions

By signing below, you confirm that you have read, understood, and agree to the Terms and Conditions of the Gas Hybrid Heat Pump Allowance Programme.

You acknowledge that:

- You agree to participate in the Programme in line with these Terms.
- You have had the opportunity to seek independent advice and understand that participation in the Programme is voluntary.
- You consent to the sharing of relevant data with authorised third-party partners for the purposes of programme delivery, installation, monitoring and reporting.
- Neither the Programme Manager nor any Programme Partner shall be liable for the design, installation, quality of workmanship, safety, performance, warranties, or compliance of any equipment installed by the Nominated Installer. All contractual claims relating to installation works shall be between the participant and the Nominated Installer.

The issuance of the Allowance by the Programme Manager, together with these Terms, shall constitute an offer by the

Programme Manager to the participant to participate in the Programme on the terms set out herein. These Terms shall become legally binding upon the participant's execution of these Terms and no countersignature by the Programme Manager shall be required. The participant must provide a duly executed copy of these Terms to the Programme Manager before the Nominated Installer shall commence, or be required to commence, any preparatory works or other works for the installation of the hybrid heat pump system.

Homeowner Name:

Property Address:

Signature:

Date:

Contact Us:

If you require further information on the Gas Hybrid Heat Pump Allowance, please email hybrids@phoenixenergynt.com or telephone 028 9055 5832.

Our office hours are Monday to Thursday 08:30 to 17:00 and Fridays 08:30 to 16:30.

Alternatively, please visit our website www.gashybridheatpumpallowance.com

This Programme is being delivered by Phoenix Energy in partnership with Kinecx Energy and Evolve.