

# **Framework Document for the Northern Ireland Sustainable Energy Programme 2025-27\***

\*Approved schemes will run for two full NISEP years, subject to satisfactory performance in year 2025/26 and criteria defined in this Framework Document being met.



**October 2024**

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## 1.0 INTRODUCTION

The purpose of this Framework Document is to provide the rules and procedures for organisations wishing to participate in the Northern Ireland Authority for Utility Regulation's (the Utility Regulator) NI Sustainable Energy Programme or "NISEP" (formally the Energy Efficiency Levy).

This Framework Document will apply to the years 2025/27 and the call for schemes will take place in October 2024. The rules in place in this document are binding on participants who shall be subject to the terms and conditions included in the Accedence Document in Appendix 5.

The Programme is administered on behalf of the Utility Regulator by an appointed Programme Administrator. Full details of the Programme Administrator role are listed in Appendix 4.

### 1.1 Format of Framework Document/How to use this document

The opening section of this document sets out the background to the NISEP, how it is managed and details of how funding is allocated.

Section 2 covers the broad framework for the NISEP and discusses in detail the various factors that need to be taken into account when developing schemes for funding. Section 3 discusses overall energy savings and types of schemes which can be submitted by organisations who wish to apply for NISEP funding. Section 4 sets down the procedures for scheme submission, Section 5 details the reporting of schemes and Section 6 describes the scheme monitoring and auditing.

The Appendices are:

- An example of a Customer Satisfaction Survey (Appendix 1);
- Example of the Vulnerability Matrix (Appendix 2);
- Guidance on the use of the different energy efficiency and sustainable energy measures, and a list of legislation relevant to sustainable schemes (Appendix 3);
- Details on the role of the Programme Administrator (Appendix 4); and
- Accedence Document (Appendix 5);
- Minimum Requirements of a Fraud Policy to be supplied by Applicants (Appendix 6).
- State Aid and Subsidy Control Guidance and Declaration Forms for Commercial Schemes (Appendix 7)

### 1.2 Background to Northern Ireland Sustainable Energy Programme (NISEP)

A sum of money is collected from all electricity customers through a Public Service Obligation (PSO) and it is used to provide funding for energy efficiency and renewable energy schemes. Previously known as the Energy Efficiency Levy (EEL), it is now known as the Northern Ireland Sustainable Energy Programme (NISEP).

The strategic objectives of the NISEP are to contribute to the achievement of:

- Efficiency in the use of energy;

- Socially and environmentally sustainable long-term energy supplies; and
- The above at best value to customers whilst also having due regard to vulnerable customers.

The principle behind NISEP is that the schemes operate on a not-for-profit basis and for the achievement of the above strategic objectives.

Since 2002, as a result of a consultative process, the majority of the funding (80%) has been targeted at vulnerable customers in Northern Ireland. Subsequent consultations have substantiated the view that this level of funding for vulnerable customers should remain whilst fuel poverty levels in Northern Ireland remain high.

The Utility Regulator began a review of the EEL in 2008, the results of which were published in March 2009. After due consideration of all the issues the main decisions taken were as follows:

- to rename the Programme as the Northern Ireland Sustainable Energy Programme (NISEP);
- to continue with the NISEP for at least 3 years, after which time it will be reviewed;
- to permit natural gas supply licence holders to apply directly for funding;
- to invite organisations other than licensed energy suppliers to bid for funding by September 2010; and
- to widen the types of eligible schemes to include renewable energy measures.

Since 2013 the NISEP has been rolled forward on an annual basis pending the outcome of the Department for the Economy's (formerly the Department of Enterprise, Trade and Investment) review of energy provision in Northern Ireland. Following discussions with the Department for the Economy (DfE), it was agreed that the NISEP should be extended to 31<sup>st</sup> March 2027 or until a suitable replacement energy efficiency scheme has been developed, whichever is earlier.

### 1.3 Organisations permitted to compete for NISEP funding

Pre-registered organisations that meet set eligibility criteria will be permitted to apply for funding. The registration process and the eligibility criteria are set out below at paragraph 1.4.

### 1.4 Registration to become a Primary Bidder

Organisations wishing to be included in the 'Call for Schemes' in October 2024, other than licensed gas, water or electricity companies, and those previously granted Primary Bidder status, were required to submit an application form (to the Programme Administrator at [nisep@est.org.uk](mailto:nisep@est.org.uk)) to register for participation in the NISEP before 31 July 2024, as communicated with the NISEP extension announcement.

If Primary Bidder status is not granted before Friday 27 September 2024, the new applicant will not be able to bid for schemes for NISEP 2025/27. Scheme Submission packs will be issued to Primary Bidders after 14 October 2024.

Organisations which currently hold a licence issued by or regulated by the Utility Regulator had already demonstrated financial stability and an acceptable track record through the licensing process, accordingly, they will be automatically entitled to accede to this Framework Document.

Please note that whilst licenced companies do not have to go through the Primary Bidder registration process for 2025/27, as they have already demonstrated to the Utility Regulator they are financially stable and have an acceptable track record, this is the only exception to the requirements in the Framework Document that applies to licenced companies.

**Should NISEP be extended beyond March 2027, all new organisations (including those who hold a licence) who are interested in bidding for NISEP, will need to apply to become a NISEP Primary Bidder and meet all criteria outlined below.**

### **Essential criteria for acceptance as a Primary Bidder**

An applicant will only be accepted as a Primary Bidder if it can meet the following criteria:

- 1) Is validly and properly constituted (e.g. whether by way of a limited company, registered charity, public/statutory organisation or otherwise) in its country of incorporation or origin;
- 2) Has a UK bank or building society account in the name of the primary bidder, which requires one signature on each cheque or withdrawal;
- 3) Is VAT registered;
- 4) Are not individuals or sole traders as these are not acceptable as registered primary bidders to the NISEP;
- 5) Can meet the requirements to provide appropriate accounts and information set out at paragraph 2d) of the registration process below;
- 6) Can demonstrate financial viability and financial capacity to deliver schemes, (please note, a credit check will be carried out for all applicants, Primary Bidder status may not be granted should the credit check state high risk and therefore indicate a risk in the applicant's ability in managing funds);
- 7) Can sign the Accedence Document in Appendix 6 of this document;
- 8) Can agree that all measures installed using NISEP funding, will be installed in Northern Ireland;
- 9) Can demonstrate technical capability of delivering energy efficiency, fuel poverty or renewable energy related projects (see technical soundness criteria below) or previous experience of overseeing contractors to carry out such work;
- 10) Can provide evidence of having a complaints procedure in place and quality assurance procedures; and
- 11) Can provide copies of their Health and Safety Policy and Risk Assessment Procedures.
- 12) Can provide a copy of their Data protection/GDPR policy.

- 13) Can provide evidence of their customer care policy including an appeals process and evidence that staff have had appropriate training in working with vulnerable customers.
- 14) Can provide a statement to confirm that all staff entering customer homes will be Access NI checked
- 15) Can provide a copy of the organisation's draft safeguarding policy.
- 16) Can provide a statement to confirm the organisation has or is working towards a Diversity and Inclusion policy.
- 17) Can declare any conflicts of interest alongside their mitigating actions.
- 18) Will self-identify where they have been in breach of any laws and regulations.
- 19) Will self-identify where they have had a contract terminated for breach, failure or negligence etc on their part.
- 20) Can certify they meet ISO certification for quality assurances.
- 21) It has not previously had its registration for Primary Bidder status withdrawn within the last three years on the basis of quality issues, financial impropriety, poor record keeping, poor financial controls or fraud.
- 22) If Primary Bidder status was withdrawn 3 or more years ago, you must be able to demonstrate technical capability of delivering energy efficiency, fuel poverty or renewable energy related projects (see technical soundness criteria below) or previous experience of overseeing contractors to carry out such work, within the last 3 years; References will be required to support successful delivery and independent quality monitoring results will also be required.
- 23) Must have at least one member of staff who is suitably qualified to a minimum qualification of **accounting technician**, who will have oversight and who will be responsible for signing off each payment claim. The primary point of contact for payment claim queries can remain with the Primary Bidder appointed contact, as long as the accounting technician maintains oversight of the monthly claim including the sign off of any changes that may impact the monthly claim amount.

### Essential Technical Soundness Criteria

The applicant must demonstrate a sufficient track record in delivering (or managing) energy efficiency, fuel poverty or renewable energy schemes. An applicant will be deemed to have a sufficient track record if it can provide proof that it has previously undertaken at least one successful energy efficiency, fuel poverty or renewable energy scheme to the value of at least **£500,000** in a single financial year falling within the last three years and in which it had direct responsibility for the following:

- Project management, including where appropriate managing sub-contractors, installers, or other delivery mechanisms;
- Financial management of the scheme funding;
- Communication with those who benefitted from the scheme;

- Customer satisfaction processes including the resolution of customer complaints;
- Quality assurance processes including the monitoring of quality standards and rectification of any sub-standard installations;
- Record keeping, reporting and providing evidence of benefits realisation and the successful completion of the scheme;
- Fraud prevention and awareness.

The applicant must also confirm that it has knowledge of all relevant legislation and statutory duties. It is the Primary Bidder's responsibility to ensure that all schemes comply with relevant legislation and statutory duties.

## Registration

All Primary Bidders must either:

- 1) hold a Licence issued by or regulated by the Utility Regulator,

OR

- 2) be registered as a Primary Bidder under the procedure set out below.

If organisations do not hold a licence as defined in (1) above, then they must apply to be registered as Primary Bidders using the following procedure;

- 1) They must have completed a Primary Bidder registration form to commence the process as soon as possible (and by no later than 31 July 2024) and submitted this form to the Programme Administrator at [nisep@est.org.uk](mailto:nisep@est.org.uk).

- 2) Provide the following information/documentation to the Programme Administrator:
  - a. Name and address of applicant
  - b. Legal nature of applicant, e.g. a company incorporated under the Companies (Northern Ireland) Act 2006, registered charity, public body etc. and such further information concerning the constitution of the Applicant as the Programme Administrator may request
  - c. Contact details of a designated post-holder and named individual to whom all NISEP correspondence from the Programme Administrator will be addressed including postal address, email address and telephone number, in Northern Ireland
  - d. The most recent annual accounts of the applicant in respect of which an auditor's report has been prepared, together with that report and the annual accounts of the applicant for the two financial years preceding that together with the appropriate auditor's reports. (For companies not legally required to have an auditor's report prepared, accounts properly inspected and signed off by an accountant will suffice.) Also, such interim accounts (whether audited or not) may have been prepared in respect of a period more recent than those above. If the applicant is a wholly owned subsidiary Company, then audited group accounts should also be sent

- e. Management Accounts for the last two quarters
- f. Organisational structure and resources (fixed assets, staff numbers etc.)
- g. A statement of capability demonstrating evidence of ability to complete the work; e.g. evidence of qualifications of staff or contractors to be used, membership of trade associations, courses attended and previous experience. NOTE: Registration can be withdrawn or future funding refused if the bidder fails to provide information to the Programme Administrator when requested or fails to keep appropriate records
- h. At least two references from organisations which have knowledge of the company's appropriate work and which can confirm that the applicant has been responsible for a fuel poverty, energy efficiency or renewable energy scheme which meets the criteria set out under technical soundness below
- i. If you intend to work with partner organisations on any schemes, please state how you intend to manage this relationship. Please note that it is the Primary Bidder's responsibility to ensure adherence to the rules within this framework document. Primary Bidders will be held responsible by the Utility Regulator for adherence to the framework document.
- j. A copy of your organisation's fraud policy and fraud response plan, including a statement of zero tolerance to fraud. A summary statement of any frauds or attempted frauds against the primary bidder in each of the previous three financial years together with a synopsis of the types of actions taken and their outcomes should also be supplied.
- k. A copy of your organisation's complaints procedure should be supplied along with details of your quality management system/quality assurance procedures for installation of measures;
- l. A copy of your organisation's Health and Safety Policy should be supplied along with details of Risk Assessment procedures followed.
- m. A copy of your organisation's Data Protection/GDPR Policy.
- n. A copy of your organisation's Customer Care or Customer Service Policy including an appeals and complaints process.
- o. A statement to declare any conflicts of interest alongside your mitigating actions.
- p. A statement confirming that, to the best of your knowledge, your organisation has not been in breach of any legal or regulatory requirement in the last five years.
- q. A statement confirming that your organisation has not a contract terminated for breach, failure or negligence on its part.
- r. A copy of your ISO certification for quality assurances.

- s. A statement to confirm that all staff entering customer homes will be Access NI checked.
- t. A copy of the organisation's draft safeguarding policy.
- u. A statement to confirm the organisation has or is working towards a Diversity and Inclusion policy.
- v. A report or document that demonstrates that you meet the Technical Soundness Criteria as listed above.

Once the submitted information has been reviewed and checked by the Programme Administrator, the Utility Regulator, will provide a response to the applicant regarding the approval or rejection of Primary Bidder status. If appropriate, details of the successful applicant will be added to a Register of Bidders which will be held by the Programme Administrator.

If an applicant has been refused access to the NISEP, then the applicant can appeal to the Utility Regulator. The Utility Regulator will reserve the right to refuse registration to any organisation which has not successfully demonstrated financial soundness or a successful track record of delivery, and/or does not meet any of the other eligibility criteria that may be required.

### **Review and withdrawal of Primary Bidder status**

NISEP is currently extended to March 2027. Should NISEP be extended beyond March 2027, the Programme Administrator will review the status of each Primary Bidder (**including those who are licenced organisations**) in advance of the 'Call for Schemes' for NISEP in 2029/30 and every five years thereafter.

For 2025/27, Primary Bidders that are not licensed must:

- 1) provide the Programme Administrator with an up-to-date version of the information listed in (2) as set out in the submitting a bid section above every five years, and
- 2) inform the Programme Administrator immediately should there be any change in relation to the information provided in the original application for Primary Bidder status under 2(b), 2(f), 2(i) 2(j), 2(o), 2(p) and 2(q) above.

The Utility Regulator may withdraw Primary Bidder status from a Primary Bidder at any time where:

- 1) in the case of a Primary Bidder that is licensed, it no longer holds the relevant licence,
- 2) in the case of a Primary Bidder that is not licensed;
  - a) the Primary Bidder has not provided to the Programme Administrator an update of the information as required above, or
  - b) there has been a change of circumstances since first registration which the Utility Regulator is satisfied, renders the Primary Bidder unsuitable for continuing registration as a Primary Bidder,
- 3) the Primary Bidder has not had a bid for funding approved under Section 4.5 in the previous three years,

- 4) the Utility Regulator is satisfied that there are, or have been, significant quality concerns in relation to measures installed by or on behalf of the Primary Bidder (including where the Primary Bidder has acted as an installer or sub-contractor for another Primary Bidder),
- 5) the Utility Regulator is satisfied that there are, or have been, significant quality concerns in relation to any work undertaken by or on behalf of the Primary Bidder or a connected party under any other government funded scheme, or
- 6) the Utility Regulator is satisfied that there are, or have been, any issues of financial impropriety, poor record keeping, poor financial controls or fraud on the part of the Primary Bidder or a connected party in relation to the NISEP or other government funded scheme.
- 7) the Primary Bidder has not delivered a 'successful' scheme in the previous three years. (i.e. if a scheme closed without any uptake, this would be considered unsuccessful).

For the purposes of 5 and 6 above, a party is a 'connected party' in relation to another party where –

- a. it is associated to that party within the meaning set out in section 256 of the Companies Act 2006, or
- b. it, or one of its directors, is associated with a director of that company within the meaning set out in section 252 of the Companies Act 2006.

If Primary Bidder status is withdrawn, the organisation in question will not be permitted to reapply for that status for a period of three years.

### **For approved /existing Primary Bidders**

Before submitting bids for funding, a Primary Bidder must agree to adhere to the rules within this Framework Document by signing the Accedence Document in Appendix 5.

All approved Primary Bidders intending to bid for funding for NISEP 2025/27 must submit a 'Call for Schemes' registration form in the first instance, by mid October 2024 (date will be confirmed in the Call for Schemes), after which the Programme Administrator will request the following documentation in advance of the scheme submission deadline. Please note, as a review of non-licenced primary bidders has taken place in advance of the 2025/27 schemes; some of the below requests will only be made to licenced bidders):

- 1) Complete the Call for Schemes Registration Form.
- 2) Signed NISEP Accedence Document (The Agreement).
- 3) A copy of the organisation's fraud policy and fraud response plan, including a statement of zero tolerance to fraud. (applicable to licensed bidders only)
- 4) A statement to confirm that all staff entering customer homes will be Access NI checked (applicable to licensed bidders only).
- 5) A copy of the organisation's draft safeguarding policy. (applicable to licensed bidders only)

- 6) A statement to confirm the organisation has or is working towards a Diversity and Inclusion policy. (applicable to licensed bidders only)
- 7) A copy of the organisation's Customer Care or Customer Service Policy including an appeals and complaints process.

### 1.5 Amount which may be bid for by each Primary Bidder

For 2025/27 schemes existing Primary Bidders will only be able to bid for their individual cap amount. Any submissions above an individual cap amount will automatically be rejected. E.g. Primary Bidders in their third year of NISEP participation whose maximum funding cap is £1,000,000, must not exceed £1,000,000 in aggregate in their bid submission(s). The maximum capped amount for participation in 2025/27 is £2,000,000.

The maximum capped amount for a new Primary Bidder or a Primary Bidder that has not participated in the NISEP within the last two NISEP years will be £300,000 (or an amount equivalent to the value of any previous single energy scheme a new Primary Bidder has delivered, **whichever is the lesser amount. This cap is for both 2025/26 and 2026/27 years; therefore, it is a maximum cap of £600,000.**

For existing Primary Bidders, the maximum capped amount for third year of participation in 2025/26, will be £1,000,000 pending successful delivery of their first-year schemes, following Audit. For existing Primary Bidders, the maximum capped amount for fourth year and over of participation in 2025/26, will be £2,000,000.

The minimum amount of NISEP funding a Primary Bidder can bid for individual schemes will be £100,000. Any submissions below this will not be accepted.

**Please note if a Primary Bidder cap has been set for NISEP 2025/26, it will remain the same cap for NISEP 2026/27 and will not increase.**

Please note, any cap applied at bid and approval stage may not always apply to those in their third year and over of participation where additional funding is being allocated in-year. However, Primary Bidders in their first or second year of participation will not be able to exceed any initial cap set.

Should there be connected Primary Bidders, i.e. joint ownership, the cap set remains in place. For the avoidance of doubt, one Primary Bidder cannot bid for schemes to the value of £4,000,000 if they own two registered Primary Bidder organisations whose individual caps are £2,000,000.

The Programme Administrator will outline each Primary Bidder's cap after the call for schemes registration stage.

Following receipt of a 'Call for Schemes' registration form, a credit check will be carried out on all Primary Bidders bidding for funding. NISEP bids for funding may not be reviewed (and subsequently funding granted) should the credit check state high risk and therefore indicate a risk in the applicant's ability in managing funds.

### 1.6 Scheme Partnerships and Sub-contractors

The Primary Bidder is responsible for ensuring that all NISEP funding is accounted for and appropriately spent on approved schemes in accordance with the conditions specified in this Framework Document and the terms agreed

through the scheme submission, approval, and variation process. There will be no relationship between a scheme partner or sub-contractor (who is not a Primary Bidder) and the Utility Regulator and/or the Programme Administrator. It is the responsibility of the Primary Bidder to sufficiently vet any scheme partner or sub-contractor it may choose to work with and to ensure that they comply with all relevant laws and obligations. It is the responsibility of the Primary Bidder to ensure their installers / sub-contractors are certified and that certifications are routinely checked.

Primary Bidders must have fully documented, written and legally binding contractual agreements in place with sub-contractors as part of a fair, transparent and binding procurement process, and those agreements must flow down the relevant terms of this Framework Document so that all obligations on the Primary Bidder are fully enforceable on their sub-contractors (NB: electronic copies of contractual agreements must be held on record and be available for audit inspection).

Contractual agreements between the Primary Bidder and subcontractors must also include a Conflict of Interest declaration, (this means that where there the Primary Bidder and subcontractor are linked parties the Primary Bidder must identify this and state how they intend to ensure that subcontractors are treated fairly and equally). The Primary Bidder will be responsible for Conflicts of Interest of subcontractors and the management and mitigation of such. For the avoidance of doubt, while contractual and other arrangements between Primary Bidders and scheme partners and/or subcontractors are entirely the responsibility of the Primary Bidder and not the Utility Regulator, the Utility Regulator is entitled to full oversight of all commercial dealings relating to NISEP. Funding will only be released to the Primary Bidder.

The Primary Bidder will remain solely liable for the return of any NISEP funding allocated to it and not spent on approved schemes in accordance with the provisions of the Framework Document. The scheme audits carried out by an auditor, on behalf of the Programme Administrator, must be conducted with the Primary Bidder and not a scheme partner or sub-contractor although they may be present at the audit.

Contractual or other arrangements between Primary Bidders and scheme partners and/or sub-contractors are entirely the responsibility of the Primary Bidders and not the Utility Regulator. This includes ensuring that any work carried out by scheme participants conforms to best practice, customer satisfaction and quality standards, and that all customers are provided with the appropriate guarantees and warranties.

The Primary Bidder must not charge scheme partners or sub-contractors any fees purely to participate in NISEP. For the avoidance of doubt, the Scheme Submission Form should, where possible, include a transparent process, where fees may be charged to installers for poor quality installations or poor administration. If fees are charged, it is the responsibility of the Primary Bidder to ensure that such fees form part of any contractual relationship.

Primary Bidders are required to fully disclose the circumstances under which they have a contractually agreed the right to charge any fee to a contractor as part of the Scheme Submission Form. Furthermore, Primary Bidders are required to

demonstrate how they have communicated any additional fees to sub-contractors in advance. The Primary Bidder will be required to provide a detailed breakdown of any additional fees charged, giving rationale and quantum, as part of any NISEP scheme in the Post Implementation Report (as referenced in section 5.2). The application of any additional fees shall be subject to regular review by the Programme Administrator to ensure that they are in line with agreed processes. Fees charged must be detailed in the 5 month, 8 month and 12 month interim reports and also be detailed in the PIR as 'Third Party Indirect costs'. Any invoices and contractual arrangements relating to fees charged, should be provided to the Programme Administrator and be made available at audit stage for the auditor's review.

The NISEP is funded by customer money, Primary Bidders should ensure that procurement processes used to engage other organisations (such as sub-contractors (including those of a self-employed nature), scheme managers, installers and inspectors) and suppliers of measures are fair and ensure best value use of NISEP funding. The nature of any contractual relationships must also meet this test. The Primary Bidder must declare in the submission form the proposed delivery structure (e.g. scheme partner, managing agent, sub-contractors, inspectors etc.) and if already appointed, name the participants.

For the avoidance of doubt, scheme partners and subcontractors may be treated differently for the purpose of this requirement. A scheme partner refers to some other party who is a main contributor to the scheme in partnership with the Primary Bidder e.g. providing additional funding, providing access to the scheme participants and/or designing or setting up the scheme. A subcontractor is defined as any individual or organisation undertaking NISEP works on behalf of a Primary Bidder, and this includes self-employed contractors.

Where a Primary Bidder appoints a scheme partner, (such as a connected or group company) a signed Conflict of Interest Declaration should be completed to demonstrate that any potential conflicts have been mitigated. This documentation must also be retained for review at Audit Stage. Primary Bidders must also ensure that where a scheme partner is appointed as opposed to procured, that best use of NISEP funding is also considered.

If Primary Bidders have developed a scheme in partnership with another organisation, which was fundamental to the bid being put together and brought forward, Primary Bidders must identify the partner organisation as a partner and demonstrate that they meet the criteria. Whether an organisation is defined as a scheme partner or a subcontractor the Primary Bidder must state how they intend to manage the relationship. Please note that it is the Primary Bidder's responsibility to ensure adherence to the rules within the Framework Document. Primary Bidders will be held responsible by the Utility Regulator for adherence to the Framework Document.

Primary Bidders should adopt good practice by conducting a transparent, competitive procurement process on each occasion. Where applicable, Primary Bidders should at all times conduct procurement activity in full compliance with The Public Contract Regulations 2015 and any applicable supplementary or supporting legislation thereof while it remains in force and the Procurement Act 2023 once the requirements under it take effect.

Where applicable, Primary Bidders must also comply with the Public Procurement Policy of Northern Ireland in the execution of all purchasing activity. Any advertising completed as part of a procurement process, must be carried out in such a manner as is appropriate to bring the competition to the attention of the maximum number of qualified organisations. Such a process is likely to include but not be limited to the following components:

- *Clear specification of the terms for which the contract is being sought;*
- *Public advertisement in a form and to an extent that will ensure maximum exposure of the contract opportunity to potentially competent contractors;*
- *A reasonable time period for potential contractors to respond to the competition, usually recommended to be at least three weeks;*
- *Clear selection and award criteria, including any weightings to be applied, which are published at the time of advertising. These should be designed to enable as wide a range of potential bidders as possible to tender for the work, in so far as this is consistent with ensuring a competent field of bidders;*
- *A written evaluation process applied in a consistent and transparent manner to all bidders and from which constructive and detailed written feedback may be offered to unsuccessful bidders as requested;*
- *A requirement that any contractors declare and put in place procedures to avoid any form of conflict of interest. For the avoidance of doubt, we consider that sub-contractors appointed to inspect installations should not also be included as installers.*

#### 1.6.1 Distortion of Competition

Primary Bidders are required to ensure that they do not:

- (a) show undue preference to any affiliated person; or
- (b) exercise undue discrimination between any persons (or classes of person), or
- (c) otherwise act so as to materially distort or restrict competition in the energy services market to the detriment of consumers, in particular by (but not limited to) their actions in the selection of sub-contractors or partners, or the terms and conditions on which they are appointed.

For Primary Bidders that produce their own product, preferential treatment cannot be given to installers using this product as opposed to other equivalent products on the market. Financial penalties cannot be applied to installers using a different product.

#### 1.7 Funding Allocation

80% of the total funding available will be ring-fenced for priority domestic customers as defined in Section 2.6.

60% of priority group funding will be ring fenced for schemes which do not require a contribution from priority customers. Where a scheme is marketed as “fully funded” there should be no customer contribution.

The 80% of funding ring-fenced for propriety customers will be divided into the following 'pots':

- 30% of the NISEP funds will be ring-fenced for priority domestic ‘whole house solutions’, at least 60% of which will go to schemes whereby no customer contribution is sought. This leaves 40% for WHS ‘customer contribution’ schemes. Geographical spread is also considered and the funding available may be separated into ‘On Gas’ and ‘On and Off’ gas areas should bids be submitted which are limited to ‘On Gas’ areas.
- 12.5% will be allocated to priority domestic ‘whole house solution innovative’ schemes upgrading or converting to electric heating where no customer contribution will be sought.
- 30% is allocated to other schemes such as priority domestic individual measures, of which at least 60% will go to schemes where no customer contribution is sought. Please note, for domestic individual schemes offering cavity wall insulation and loft insulation, no customer contribution should be sought.
- 7.5% is allocated for Social Housing Provider (SHP) schemes (for all energy efficiency measures eligible under NISEP). The funding split is outlined in Table 2.1 below. A maximum cap of NISEP funding offered per measure will be applied for Social Housing Provider schemes, this is outlined in section 2.1.

The remaining 20% of funds is allocated to non-priority customers, split as follows:

- 6% allocated to non-priority domestic schemes
- 7% allocated to domestic innovative technology schemes (including hard to treat measures such as solid wall insulation schemes, customer contribution electric heating schemes).
- 7% allocated to non-domestic and commercial technology schemes

Note: if the Programme Administrator does not receive enough bids to fill a particular ring-fenced classification it is at the discretion of the Programme Administrator, with the agreement of the Utility Regulator, to reallocate funding to an oversubscribed classification.

**Table 1.1 – NISEP funding split per category**

Table 1.1 below details the NISEP funding available for 2025/26 and the breakdown into the various categories for schemes. **Please note this is subject to minor change:**

<b>NISEP Funding</b>	<b>2025/26</b>
<b>Total Fund Available (as collected)</b>	£7,941,946
Programme Administrator's fee (estimated - includes CPI at 5%)	£396,030
<b>Amount Available for Schemes</b>	<b>£7,545,916</b>
<b>Priority Customers 80%</b>	<b>£6,036,733</b>
<b>Priority Whole House Solution Schemes 30%</b>	<b>£2,263,775</b>
<i>Whole House Solution - no customer contribution 60% of available funds</i> <i>Split further for 'On Gas' only schemes and 'On &amp; Off Gas' schemes</i>	£1,358,265
<i>Whole House Solution - Customer Contribution 40% of available funds</i> <i>Split further for 'On Gas' only schemes and 'On &amp; Off Gas' schemes</i>	£905,510
<b>Priority Innovative Whole House Solution Schemes 12.5%</b> <b>(No customer contribution allowed)</b> <i>(Includes Priority Hard to Treat homes, Solid Wall Insulation schemes, Whole House Solution Electric schemes)</i>	<b>£943,240</b>
<b>Priority Individual Measure Schemes 30%</b> <b>(No customer contribution allowed on Insulation Only schemes)</b>	<b>£2,263,775</b>
<b>Priority Social Housing Provider schemes 7.5%</b> <i>(Includes all HA / NIHE schemes, Individual Measures, WHS and Innovative schemes)</i>	<b>£565,944</b>
<b>Non Priority Customers 20%</b>	<b>£1,509,183</b>
<b>Non Priority Domestic Conventional schemes 6%</b> <i>(Includes Insulation Cashback schemes)</i>	£452,755
<b>Non Priority Domestic Innovative schemes 7%</b> <i>(Includes but is not limited to Non Priority Domestic Customer Contribution Electric schemes)</i>	£528,214
<b>Non Priority Non Domestic / Commercial schemes 7%</b>	£528,214

*\*Provisional estimate at this stage, this is related to NISEP 2025/26, if this amount changes, then the amount available for schemes will also change. Funding includes CPI which may change.*

The Programme Administrator's costs will be paid from the total funding available. In order to meet the Programme objectives, the funding is ring-fenced into a number of 'pots' to facilitate the delivery of different types of schemes.

In the case of bids in a particular category exceeding the level of funding available, the more cost-effective schemes will be approved. However, to ensure the best use of funds and also equality of opportunity considerations, the Utility Regulator reserves the right to accept less cost-effective schemes, e.g. where they provide good additionality or where geographic spread, or specific target groups are relevant. Whole House Solution schemes targeted at 'off gas' areas which may be less cost effective, may be considered to ensure availability of NISEP funding throughout NI in both 'on gas' grid and 'off gas' grid areas.

#### 1.8 Additional Government Funding for NISEP schemes

In the event that additional local or central Government funding becomes available during the NISEP year, to provide energy efficiency measures (in addition to the current PSO fund), specific conditions may apply. Where any specific conditions conflict with any of the terms and conditions in the NISEP Framework Document and the NISEP Accedence Document (The Agreement), those specific conditions will take precedence.

## 2.0 BROAD FRAMEWORK OF NISEP

### 2.1 Eligible Initiatives

Schemes submitted for funding must meet all of the following essential criteria and are subject to the discretion of the Utility Regulator:

- Schemes must be submitted by the deadline of 06 December 2024.
- The scheme submission must be provided along with any required relevant information (as determined by the Programme Administrator) about the scheme;
- Schemes must be implemented within Northern Ireland. If the scheme is available to all of Northern Ireland, the Primary Bidder must be able to demonstrate that the scheme will be targeted throughout Northern Ireland. If a scheme is only targeting specific areas, the Utility Regulator has the right to review the amount of NISEP funding awarded based on geographic spread;
- Whole House Solution schemes that target all Northern Ireland customers must offer an electric option to customers with existing electric heating;
- Scheme submissions and the information contained within must comply with the NISEP operational rules and procedures as set out in this Framework Document and as determined by the Programme Administrator;
- The maximum total NISEP bid per Primary Bidder is £2,000,000. NISEP bids for funding per scheme must be at least £100,000;
- Funding must be targeted at activities that result in sustainable energy measures being installed that benefit the consumer and can include innovative but proven technologies. It must be possible to verify and quality check the installations. Funding cannot be used for research, demonstration or purely behavioural or educational projects. Initiatives that only distribute measures with no guarantee of installation are also ineligible for funding;
- For insulation only schemes offering cavity wall and loft insulation measures, both measures must be equally marketed and offered to a qualifying householder and schemes should be designed to ensure maximum uptake of both measures. Unless there are exceptional circumstances, (which must be clearly documented in survey paperwork), both measures should be installed if required and suitable for the property. A thorough technical survey for insulation requirements should be carried out i.e., the Primary Bidder must not rely on the property owner/tenant to ascertain insulation requirements. Customers should also be made aware of the benefits of both insulation measures. Similarly, where solid wall insulation is offered, unless there are exceptional circumstances, both solid wall insulation and loft insulation should be installed if required and suitable for the property;
- Whole House Solution schemes should be designed to ensure the maximum uptake of measures offered per household i.e. unless there are exceptional circumstances (which must be clearly documented in survey

paperwork). A thorough technical survey for insulation requirements should be carried out i.e. the Primary Bidder must not rely on the property owner/tenant to ascertain insulation requirements. When a heating system is being installed, all measures included in the scheme submission should also be installed (where suitable for the property type and if required). Where a number of sub-contractors are used, Primary Bidders must also carry out a co-ordinating role to ensure that the maximum number of measures are installed as efficiently as possible to the maximum benefit of the property, including adequate ventilation given the range of measures installed. It is expected that customers are also provided with advice on how to use their heating controls effectively at the time of installation;

- Customers should be made aware of the benefits of both cavity wall and loft insulation measures. Where a priority customer is due to receive loft insulation, please allow the customer sufficient time to clear their loft. If the installer is aware that the customer may have difficulties with clearing their loft, it is expected the customer would be directed to organisations who may be able to assist. If a customer does not have sufficient time to clear their loft, at the end of the NISEP year for example, the customer should then be directed to an individual measures scheme to avail of the insulation measure. NISEP does not fund loft clearance i.e. storage items.
- **NISEP does not fund loft insulation in flat roof properties.**
- For all domestic heating installs, a heating additive must be included. For further information please contact the Programme Administrator.
- Schemes aimed at priority customers must be targeted in line with the guidance provided in Section 2.6 of this document;
- Private tenants should only be able to avail of part funded schemes, e.g., **60/40** Whole House Solution schemes or insulation cashback schemes. Landlords therefore must contribute to the energy efficiency measures being installed.
- **Landlords eligible for the above schemes are limited to a maximum of 5 properties, per individual Primary Bidder scheme per NISEP year. Primary Bidders must have adequate processes in place to ensure they meet this requirement. This may be subject to audit; therefore, sufficient evidence should be available to demonstrate the threshold has not been breached.**
- Measures promoted should be in customers' financial interest;
- Measures promoted must be proven technology which meet or exceed relevant standards (e.g. safety, quality, etc.) and are recognised by the Programme Administrator. Measures must comply with the specifications set out in Appendix 4, Guidance on the use of Energy Efficiency and Sustainable Energy Measures (refer to the Programme Administrator for any types of measures not included in this appendix).
- For domestic schemes, there should be no overlap with other grant or incentive schemes external to the NISEP for a particular measure/technology. It should be clear and cited on all paperwork that the NISEP is the source of grant funding, and that the customer is not receiving any other grant such as the Department for Communities' Affordable Warmth Programme **or other grant schemes outside of NISEP.** Primary

Bidders should request customers to declare in their application form whether they have been accepted under any other grant funded programme or availed of a grant in previous years, for a similar measure. Primary Bidder to name these grant programmes in the application form, so visible to the customer. If a customer has been accepted (works yet to be completed or claimed for) under any other grant programme, for the same measure, they are then not eligible for NISEP. Exceptional circumstances may be granted, and Primary Bidders should seek guidance from the Programme Administrator in the first instance. **Prior approval may be required before works commence.**

- Measures must be specified and installed in accordance with all relevant British Standards. Further guidance on Standards is provided in Appendix 4. The list of standards is not exhaustive, and standards are subject to ongoing update - it is the Primary Bidder's responsibility to ensure that the most recent standards are used when implementing schemes;
- Schemes must be designed and managed cost effectively. In order to demonstrate this, Primary Bidders and their partners and sub-contractors must retain accurate records of the procurement process that they have undertaken (see 1.6 of this document for examples of good practice in procurement processes);
- By way of their procurement process, Primary Bidders must ensure that all contracts with and between Scheme Managers and/or sub-contractors and suppliers of measures ensure a 'level playing field' between energy service providers and industry bodies;
- Schemes must meet the additionality criteria defined in Section 2.2 below;
- Scheme design must not distort, restrict or impede competition within the market for energy services.
- **Where Building Control or Planning Permission is applied for on behalf of the customer, Building Control/the Planning Authorities must be contacted in writing by either the installer, managing agent or Primary Bidder, to confirm completion of works. Evidence of written correspondence may be requested at audit.**
- To claim a NISEP grant and/or energy savings attributed, **all measures must be installed, this includes LED's, hot water tank jackets, low-flow/eco shower head** etc. These items cannot be left with a householder.
- If applicable, and in compliance with data protection regulations, where referrals are received from government funded organisations, Primary Bidders should ensure to provide feedback on acceptance/rejection of the referral or provide a status update if requested to the relevant organisation.
- Please note, oil must not be installed where gas is available. Primary Bidders should check with all applicable network operators if gas is available before upgrading an oil boiler with a new oil boiler.
- **Self build/new build properties, including new extensions, are not eligible for NISEP funding.**

- To avail of NISEP funding, the domestic property must be in a safe and habitable condition to receive the measure(s) required. Building work required at a property should be completed first before any measures are installed under NISEP. Primary Bidder should notify customers of any specific conditions of how funding is allocated or reserved e.g. expiry date on quotation provided to the customer.
- For gas heating installations, properties that are not readily connectible to a gas main are **not** eligible for NISEP funding. Installing gas mains or extensions to gas mains will not be funded by NISEP. For further guidance on meter and gas service connections costs eligible under NISEP, please refer to section 2.6.
- For non-priority customers, including commercial customers, grant funding can be applied to cover the cost of the measure as well as installation costs. Primary Bidders must ensure that their approved NISEP funding amount or the percentage of NISEP grant funding is maintained. Commercial customers in relation to NISEP eligibility are defined as any non-domestic premise except for fully funded public buildings (e.g. Government department buildings).

It is the Primary Bidder's responsibility to ensure that all schemes are managed to standards that comply with all relevant legislation. Consideration must be given to legislation relevant to each specific scheme, as well to overarching statutes that may affect the proposals, including but not limited to the Human Rights Act 1998, the Data Protection Act 2018 the General Data Protection Regulation (GDPR) 2016/679, and Freedom of Information Act 2000 and Environmental Information Regulations 2004.

Under no circumstances should the provision or offer of any assistance under a NISEP scheme, financial or otherwise, be conditional upon or linked in any way to either the supply of electricity and/or natural gas or to an agreement to be supplied. For the avoidance of doubt, eligibility criteria for assistance under a NISEP scheme should include only those criteria which are specified in either the Framework Document or the approved scheme submissions. In particular, such criteria should not, under any circumstance, include a requirement to be or to become a customer of a particular electricity and/or natural gas supplier.

For all Priority Schemes, (fully funded or customer contribution schemes) the customer must not be required to contribute towards additional measures (as defined in section 2.6). All additional measures offered per scheme, should be either 100% funded by NISEP or 100% funded by a third-party contribution.

For Priority Whole House Solution schemes that are designed in such a way that a customer contribution is required, the contribution from a Priority customer must not exceed a maximum of 40% of the main heating measure cost. NISEP and/or third party contribution must fund the other 60% of the heating measure. This excludes contributions from Social Housing Providers.

For Social Housing Provider schemes the NISEP funding cap is set as follows;

- Maximum grant of £1,100 off a natural gas central heating system if on gas network, or an oil central heating system where gas is not available.

- Maximum grant of £1,200 off Electric High Heat Retention Storage Heaters.
- Maximum grant of £200 for Cavity Wall Insulation and £200 for Loft Insulation.
- Where a scheme offers air source heat pumps and insulation, the maximum grant is 50% off an air source heat pump installation and 50% off Cavity Wall Insulation and Loft Insulation, if applicable.

Please note, the above NISEP funding amount may be reviewed dependent on scheme submission.

## Deposits

Where a deposit is taken from a domestic customer in advance of work being completed, the Primary Bidder must have in place, and comply with, arrangements which ensure the following:

- The amount of that deposit will not exceed a maximum of 40% of the total amount of the expected contribution from that customer.
- The deposit is protected in law from the consequences of the insolvency of the Primary Bidder and/or sub contractor– or, where the deposit is paid to a scheme partner and/or sub contractor, the insolvency of that scheme partner and/or sub contractor – until the work to which that deposit relates has been completed, such that –
  - the deposit is ring-fenced and directly available to the customer in the event of such insolvency, and
  - mechanisms are in place to ensure that there is no shortfall in the amount available to the customer in respect of the deposit.
- The deposit taken is transparent on the Invoice issued to the customer and submitted as part of the claim process.

It will be for the Primary Bidder to ensure customer money is protected and to decide on the most appropriate arrangements to put in place to protect customer deposits in the event of insolvency. For example, this could involve putting in place an appropriate trust to the benefit of customers.

There should be no interest-bearing options offered to NISEP domestic customers. Should a Primary Bidder wish to offer a 0% interest option, they must first contact the Programme Administrator or request this as part of their Scheme Submission. Primary Bidders should provide details of how they will take all appropriate safeguards when offering finance options to customers. Customers should not be pressured and should be directed to appropriate advice for support. The lender should also check that the repayment terms are affordable to the customer's individual circumstances.

## 2.2 Additionality

To approve schemes submitted by organisations, the Programme Administrator must be satisfied that they deliver energy savings that are over and above that which would have been achieved without NISEP funding. This principle is known

as ‘additionality’ and is central to the administration of the Programme and determination of energy savings for completed schemes.

All scheme submissions must contain a statement that describes how all measures to be installed using NISEP funding will be additional to any activity already planned by a householder or business.

The following criteria must also be met in regard to additionality:

- Schemes must be additional to any planned activity, regulatory obligation, or Government-funded initiatives;
- NISEP funding must form a minimum of 20% of the total scheme costs. In exceptional circumstances a case may be put forward by a Primary Bidder as to why a project should proceed with less than 20% of NISEP funding;
- The Programme Administrator must be satisfied that the Primary Bidder’s action will lead to energy saving and that the total improvement is not due to other factors. Therefore, Primary Bidders must not set up any retrospective agreements to provide funding for measures already installed or purchased;
- Schemes should be designed to target only those customers who are not likely to have gone ahead with installing a measure anyway without any support or encouragement; and
- Primary Bidders will be required to retain evidence of the additionality of schemes and make it available for audit inspection.

### 2.2.1 Existing regulations and legal requirements

The Programme Administrator must be satisfied that any reduction in energy consumption achieved as a result of a NISEP funded scheme will be achieved in addition to that required by other regulatory requirements, such as Building Regulations Part F (Conservation of Fuel and Power). For example, where appropriate, action must lead to improvements in energy efficiency above the levels that would be achieved to meet the requirements of the current Building Regulations.

It is up to the Primary Bidders to familiarise themselves with the standards and requirements of the most up to date Building Regulations.

### 2.2.2 Actions with Partners and Third Parties

Where a Primary Bidder is planning to undertake a scheme in partnership with a third party, the Programme Administrator must be satisfied that this will result in increases in energy savings additional to those that would be achieved by the scheme partner without the Primary Bidder’s funding. The following criteria will be taken into account:

#### *Social Housing Providers*

When partnering with Social Housing Providers (SHP), a Primary Bidder must obtain written confirmation that its involvement has resulted in additional energy savings. This declaration must be signed before the scheme commences. If any changes occur to the scheme, the SHP must sign another declaration. For this purpose, a change will be considered to mean a change in the type of measure installed, or a reduction in the Primary Bidder’s average cost contribution of more

than five percentage points. All works carried out under NISEP must be outside of the SHP's existing obligations (e.g. NISEP should not be used to fund the replacement of a broken boiler in a property owned by a SHP).

Monitoring may be necessary to avoid double counting between different schemes. The Programme Administrator may ask the Primary Bidder to inform the other stakeholders of their partnership to help avoid double counting of energy savings.

### ***Other Government Programmes***

Primary Bidders may be able to undertake action in conjunction with other Government programmes.

A signed letter must be provided by the relevant scheme partner to confirm that the Primary Bidder's actions have exceeded those of the Government programme and that the measures to be accredited to the Primary Bidder could not have been installed without the Primary Bidder's input, i.e. the Primary Bidder is not claiming measures which would have been installed through the other programme anyway.

There must be a clear, upfront agreement with the scheme partner to ensure there is no potential for double counting of energy savings (or other performance target) between NISEP and another government programme. If the Primary Bidder is part funding measures in conjunction with another Government programme, then the energy savings accredited to the Primary Bidder will be in proportion to the funding they have provided.

### ***EU Programmes***

Where Primary Bidders wish to utilise NISEP funding to lever match-funding for EU programmes, the express permission of the Programme Administrator must be sought in advance.

There must be a clear, upfront agreement with the scheme partner to ensure there is no potential for double counting of energy savings (or other performance target) between NISEP and the EU programme. If the Primary Bidder is part-funding measures in conjunction with another programme, then the energy savings accredited to the Primary Bidder will be in proportion to the funding they have provided.

### ***Double Funding***

There must be no double funding on any measures installed via NISEP and Primary Bidders must ensure they and their sub-contractors do not seek or claim funding via other NISEP schemes or any other grant scheme. The Programme Administrator will carry out duplicate funding checks across all NISEP schemes and across other Government Programmes but it is the responsibility of each Primary Bidder to ensure they have their own systems and processes in place to check for duplicate claims within their scheme(s) across NISEP years **including grants offered by Primary Bidders outside of NISEP.**

If there are any duplicate claims submitted and paid, the Primary Bidder will be required to return the money to NISEP.

Any suspected fraud or maladministration will be dealt with in accordance with the appropriate procedures including reporting to relevant authorities such as the PSNI.

### 2.3 Eligible costs

Any activity which satisfies the relevant criteria above is eligible for funding. Individual schemes may include some or all of the following additional costs:

- Scheme management and other indirect costs (see section 2.9); and
- Direct subsidies for measures.

### 2.4 Scheme Delivery and Payment of NISEP Funding

#### **Customer Application Form**

It is the responsibility of the Primary Bidder to ensure that the appropriate documentation is checked to ensure the customer qualifies and meets the eligibility / vulnerability criteria for the approved scheme. Application form minimum requirements are listed below.

Terms and conditions within the application form must state eligible fuel switch/boiler replacement offered under the scheme. Customers in 'on gas areas,' readily connectible to the gas network with oil central heating can only convert to gas central heating, or an air source heat pump installation. Customers with oil central heating in 'off gas areas' can avail of an oil boiler upgrade or an air source heat pump installation. Customers in 'off gas areas', with no existing central heating i.e., where a coal fire or electric room heater is used as the Primary heat source, can only convert to other forms of electric heating.

The form must be signed and dated by the applicant and must be signed and dated by the person viewing the documentation (i.e. the surveyor) confirming the eligibility criteria has been met by the applicant. This record must be retained for review at audit.

For data protection purposes, it is not necessary for this documentation viewed to be copied or retained, the Programme Administrator does not require sight of the documentation for verification purposes.

- If applicable, verification that the income criteria is met, a record of what type of documentation has been viewed such as a P60, letter from Social Security Agency, Post Office Account Statement, recent Payslips, or a Bank Statement to evidence income levels. For rented properties of multiple occupancy, verification of income eligibility is required for all tenants residing at the property.
- Customer declaration to include whether they have been accepted under any other grant funded programme or availed of a grant in previous years (public or private), for a similar measure in addition to a state aid declaration if applicable). Primary Bidder to name these grant programmes in the application form, so visible to the customer.
- Verification of ownership, a record of what type of documentation has been viewed such as mortgage statement, deeds, etc. should be recorded. If

applicable, should the applicant have a lasting power of attorney (LPA) in place, confirmation of consent should be provided by the power of attorney and recorded within the application form.

- For rented properties including multiple occupancy dwellings the landlord of the property and the property itself receiving the measures must be registered with the Landlord Registration Scheme. (<https://www.nidirect.gov.uk/articles/landlord-registration-scheme>). Appropriate checks must be completed by the Primary Bidder and records kept to verify this. The Landlord's permission must be sought for any work to be carried out in their property, which should be evidenced on the application form.
- For rented domestic properties and commercial premises, Primary Bidders are requested to consider eligibility criteria relating to length of tenancy. A minimum of 6 months remaining of the tenant's current lease agreement should be considered. Supporting documentation must be reviewed and recorded on the form.
- Customer declaration that at the time of application the property is the primary residence in which the applicant lives, and that the customer is not currently seeking to sell the property. Evidence gathered to support eligibility should be recorded on the application form and must be retained for review at audit; If private renting, the landlord should also sign a declaration to this effect.
- If applicable, a customer declaration to confirm running costs of the new heating system and any financial implications have been communicated to the customer and that they understand and are content to proceed with the installation of measures funded by NISEP. Please note Primary Bidders will also be requested to sign a declaration to confirm that this has been actioned, as part of the monthly claim process. It is the Primary Bidder's responsibility to ensure all communication with the customer covers energy advice and running costs, and therefore should a customer query a negative financial benefit post install, the Primary Bidder is solely responsible for resolving the query directly with the customer. Primary Bidders must explain to potential NISEP customers that energy costs can be volatile.

## **Payment of NISEP Funding**

The Programme Administrator will issue full guidance on the complete payment claim process, prior to the commencement of the relevant NISEP year; all Primary Bidders must adhere to this process.

- Payments will be made every month in arrears, during the relevant NISEP year, upon receipt of valid claims for reimbursement and satisfactory evidence that work has been fully completed (including any remedial works, if required) and of appropriate costs incurred.
- Claims should only be made following completed activity and we strongly discourage bulk claims submitted at the end of the year. Primary Bidders can only claim for measures completed and any remedial action required

for a measure should be actioned before a claim is made and signed off accordingly

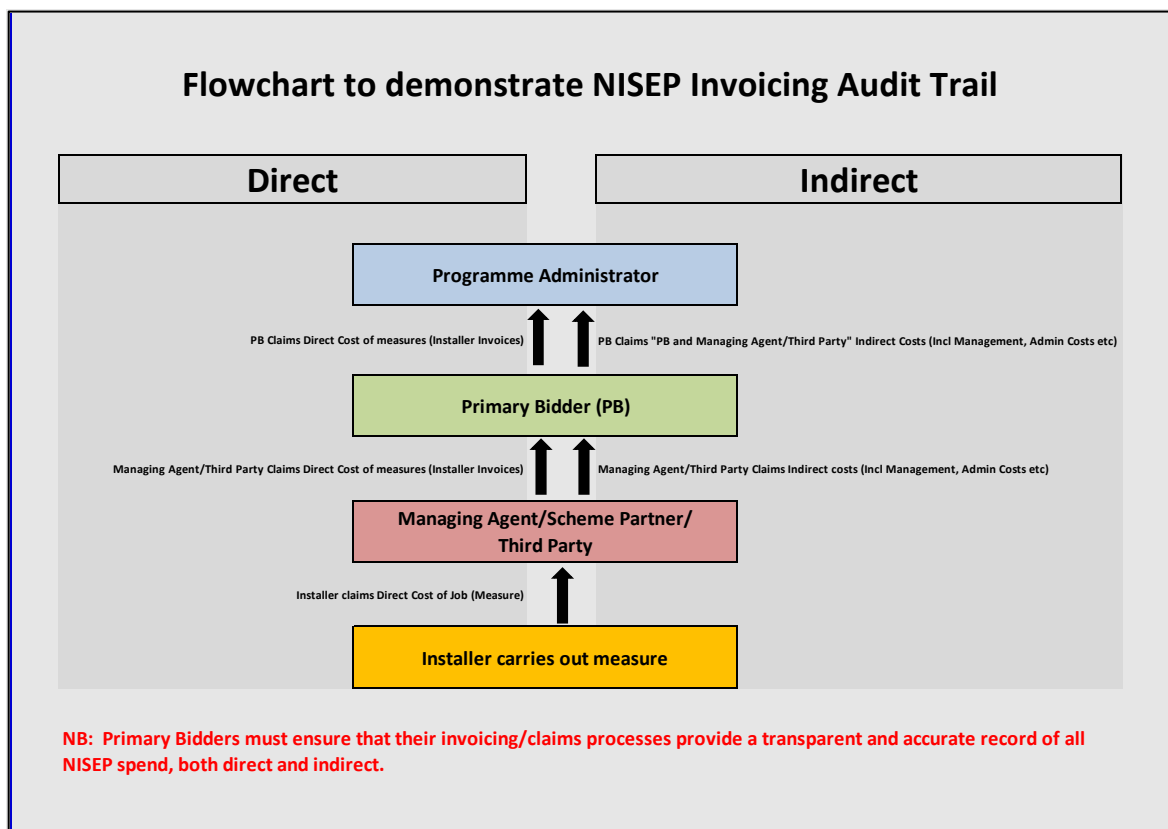
- Claim documentation will include a monthly 'Payment Claim Spreadsheet' which includes an 'instructions' tab that sets out the steps for the monthly claim process. This tab contains a detailed breakdown of the claim process, the documentation required to be submitted and the format in which it is to be submitted.
- A 20% random sample will be requested within each claim. If the 20% sample identifies a significant number of errors, (i.e. there are errors in the majority of the documentation supplied as part of the sample packs), the Programme Administrator may ask for an additional sample to check
- NISEP cannot fund retrospective installations. All measures must be installed and invoiced for by 31 March of the given NISEP year.
- Primary Bidders must ensure to respond to payment claim queries within 5 working days. The Programme Administrator will not be able to process a monthly claim if there are outstanding queries from a previous month. Please note, failure to process queries within the timeframe may result in less funding being released for the 2026/27 NISEP year.
- The Programme Administrator will, within 10 working days after receiving all supporting documentation, check the claims and if satisfied, approve, and pass to the Utility Regulator. Should the claim be of a higher value than £300,000, the 10-working day time period automatically increases to 20 working days. The Utility Regulator will then authorise payment, if satisfied, within 5 working days. NIEN have a further 10 working days to process the payment. In the event that either the Programme Administrator or the Utility Regulator requires further information, the time period will commence from the date upon which all the information is satisfactorily received.
- Where duplicates are detected post payment refunds must be made without delay. Where the Programme Administrator detects duplicates across 3 or more monthly claims the scheme may be suspended pending a decision on the appropriate action to take to rectify the situation.
- Primary Bidders are solely responsible for the accuracy of the information contained in payment claims submitted. Once the monthly claim is endorsed by Energy Saving Trust and sent to the Utility Regulator for processing, no further changes to the cost of measure, if underclaimed, is accepted. If additional works are required such as ventilation / piping, contact the Programme Administrator in the first instance. However, please note that should an overclaim of NISEP funding be identified, the Primary Bidder must return the funding to NISEP.
- It is the responsibility of Primary Bidders to account for VAT and pay/recover VAT from HMRC in line with HMRC guidance. Claims for reimbursement of NISEP funding must not include VAT that is recoverable elsewhere. Neither the Programme Administrator nor the Utility Regulator provide VAT guidance. Please ensure to obtain VAT guidance from HMRC before commencement of NISEP 2025/26 and 2026/27. It is the responsibility of the Primary Bidder to be aware of any updated HMRC guidance throughout the NISEP year and to ensure that payment claims

submitted are reflective of the latest guidance available. Total claims for reimbursement will not normally be permitted to exceed the total amount of funding which was allocated to a particular bidder following the scheme submission or approved scheme variation process.

Subject to the scheme variation approval process, schemes which fail to deliver the measures agreed will be required to return any unspent or mis-spent NISEP funding. In certain circumstances where a Primary Bidder has more than one scheme, the Programme Administrator may agree to the transfer of funding from an unsuccessful scheme to a successful scheme in the same category. It is the responsibility of the Primary Bidder to ensure that NISEP funding is spent as agreed and also that they recover any NISEP monies not spent on agreed measures. Allocated NISEP funding can only be spent on the approved scheme unless otherwise agreed through the scheme variation process.

NOTE: Primary Bidders are responsible for ensuring that the amount spent on schemes matches what they have claimed, any amounts over-claimed are required to be repaid and failure to claim the correct amount within a reasonable time frame is at the Primary Bidder’s own risk.

**Primary Bidders must ensure that their invoicing/claims processes provide a transparent and accurate record of spend for each scheme (see below for requirements for direct and indirect costs evidence)**



Primary Bidders must ensure that any indirect costs of sub-contractors or managing agents, such as administrative costs, are claimed as indirect costs. If the managing agent also subcontracts out works to an additional third party,

outside of the Primary Bidder's contract, the Programme Administrator will also require these sub-contractor's invoices.

## 2.5 Focus on Vulnerability

The strategic objectives of the NISEP will continue to be helping customers to use energy efficiently and promoting sustainable energy supplies whilst having due regard for the needs of vulnerable (priority) customers.

Due to the current high level of fuel poverty in NI and the Utility Regulator's statutory duty to have due regard for vulnerable customers, the amount of programme funding ring-fenced for priority customers remains at 80%.

The main factor in determining financial vulnerability is low income. When assessing vulnerability, all priority schemes must include an income threshold as the primary criteria.

The income threshold is currently £5k higher than the Affordable Warmth income criteria, which is subject to change, and therefore, the following incomes levels are subject to review.

The income criteria set for **Priority Individual Measures** schemes are as follows:

- Single person household with an income/pension of less than £33,000 gross, or
- Couple or single parent family with an income/pension less than £40,000 gross

The income criteria set for **Priority No Customer Contribution 'Whole House Solution', 'WHS Innovative' and 'Social Housing Provider'** schemes are as follows;

- Single person household with an income/pension of less than £28,000 gross, or
- Couple or single parent family with an income/pension less than £35,000 gross

The income criteria set for all **Priority Customer Contribution 'Whole House Solution'** schemes are as follows:

- Single person household with an income/pension of less than £45,000 gross, or
- Couple or single parent family with an income/pension less than £50,000 gross.

Please note, household income is defined as all income / benefits received by adults living in the residence. No income/benefit should be included for those under the age of 18.

There is no income criteria set for Non-Priority Domestic, Commercial or Non-Priority Innovative schemes which includes Domestic Customer Contribution Innovative schemes.

In addition, Appendix 2 refers to a vulnerability matrix, designed to assist Primary Bidders with scoring vulnerable customers which can help ensure funding is provided to those most in need. The vulnerability matrix should be used where schemes are oversubscribed and the Primary Bidder has a waiting list. Organisations specialising in dealing with vulnerable customers can assist Primary Bidders assess vulnerable customers, via the matrix. Primary Bidders should ensure that all customers understand waiting times and that communication is clear to any person that has enquired/registered for a NISEP scheme. Primary Bidders should contact the Programme Administrator for further information if required. Should a vulnerability matrix be used to determine need for funding this information must be retained for audit review.

Primary bidders should set out in their scheme submission how they will attempt to ensure that priority customers are directed towards the scheme that best suits their needs (whether it is a Government scheme, or a separate scheme approved under the NISEP).

For Social Housing Provider tenants, vulnerability criteria must be adhered to, as outlined above, and appropriate eligibility checks in place at application stage, as with all other priority customers. The Social Housing Provider will be expected to make declarations to confirm that all tenants have met the eligibility criteria.

Where possible, if a priority customer meets the criteria for more than one scheme, steps should be taken to ensure that the customer is either given appropriate advice on the best scheme for their individual circumstances, (should this be delivered by another Primary Bidder) or directed to an appropriate advice-giving agency.

## 2.6 NISEP Priority Group Schemes

Under NISEP, the 80% of funds set aside for schemes aimed at priority group customers will be split between 'whole house solutions' 'innovative', 'social housing provider' and 'individual energy efficiency measures'. All approaches are described below. Priority customers are not expected to contribute financially to measures being installed in their homes. For example, with a fully funded insulation scheme (offering both cavity wall and loft insulation measures), a property should be able to avail of both loft and cavity wall insulation at no cost to the priority customer.

However, for priority whole house solution schemes that are designed in such a way that a customer contribution is required, the contribution from a priority customer must not exceed a maximum of 40% of the main heating measure. NISEP and/or a third-party contribution must fund the other 60% of the heating measure. Any customer contribution made must be shown on the PIR under the Customer Contribution heading.

Where a customer contribution is sought in the priority group section, the Primary Bidder must ensure they have adequate processes in place to ensure that they have due regard for ability to pay within the target group.

Primary Bidders must ensure that all staff are aware of all NISEP schemes available which have a similar offering and put procedures in place to ensure that where a customer contribution is sought within a priority scheme:

- Those customers are always directed to the scheme which is best for them first; this may include Government, NISEP and other schemes. It will always be assumed that equivalent schemes which do not require a contribution, or which require a lower contribution are best. Primary Bidders should be aware of all NISEP schemes and other energy efficiency grants available. It is the responsibility of the Primary Bidder to ensure that the NISEP scheme offered is the most appropriate scheme for the customer; if the Primary Bidder's scheme is fully subscribed, the customer should be supported by the Primary Bidder to make an onward referral (to a more appropriate scheme). Consent must be sought from the customer in advance of transferring customer data to another Primary Bidder.
- Should a Primary Bidder of an Individual Measures scheme be contacted by a customer who would benefit from a Whole House Solution scheme, the Primary Bidder must signpost the customer on as appropriate, rather than accept the customer onto their scheme. However, if funding is exhausted for all Whole House Solution schemes and as a result those schemes are all closed, the customer can consent to avail of funding for the individual measures scheme instead. Surveys should capture all applicable information. Primary Bidders should also ensure their installers or sub-contractors are aware of this.
- Primary Bidders should inform the Programme Administrator of the status of their schemes in relation to current funding allocation, status of applications, waiting lists etc. via the annual reporting schedule, in addition to communicating directly to the Programme Administrator if funding is exhausted and new applications cannot be received. This is to enable information to be shared across NISEP Primary Bidders and external organisations who may refer to NISEP schemes.
- No priority group customer is ever given the 'hard sell' or pressurised to take up a scheme. Should Primary Bidders use cold calling techniques to generate referrals, they must adopt a fair code of practice, which should be included with the scheme submission. For example; installers must carry identification and ensure suitable documentation is available at point of contact which states the details of the Primary Bidder, so verification of the scheme can be sought by the customer; awareness of the 'No Cold Calling' signage.
- Where a customer contribution is sought, including a deposit, this must be made clear to the customer. A signed agreement must be completed by the customer, prior to any work taking place, and a copy of the agreement left with the customer. The NISEP Claim form must clearly state if a customer contribution has been sought.
- It is expected that all staff interacting with priority customers will have had appropriate training to engage with vulnerable customers in a suitable manner. Staff entering customers' homes should also be Access NI checked. Primary Bidders may be asked to provide details of such training / certificates at audit stage.

- Primary Bidders must ensure that schemes are designed to ensure maximum uptake of all measures; where multiple contractors are undertaking the works and where customers have availed of one measure, the Primary Bidder is responsible for coordinating the work and ensuring during post implementation quality assurance visits that all measures installed are working in coordination with each other to deliver maximum benefit to the household.

- This coordination should include gas network operators. Primary Bidders must assist and support customers with the application of a gas meter connection, reconnection of a gas meter or meter alteration (if applicable).

Primary Bidders should firstly ensure NISEP funding is secured for the customer whilst this process is being undertaken and should engage with the gas network operators and the customer throughout to ensure the heating is installed without unnecessary delay.

- NISEP will fund where readily connectible domestic gas services are in excess of the free service length provided by the gas network operators (i.e. as outlined in their connection policy) e.g. if the gas service required is 32 meters and the gas network operator provides a free service up to 30 meters NISEP will fund the additional 2 meters. The position of the gas service must be defined by gas network operator regulations, not customer or Primary Bidder. If the applicant is receiving a fully funded grant this charge will be fully funded by NISEP. If the applicant is receiving a part funded grant, (i.e., 60/40 scheme) 60% of the extra connection cost will be funded by NISEP. Please retain the supplier invoice and ensure to itemise the connection cost on the heating invoice.

- Should a customer have a gas meter previously removed or disconnected, a reconnection charge may be applicable. If the applicant is receiving a fully funded grant this charge will be fully funded by NISEP. If the applicant is receiving a part funded grant, (i.e., 60/40 scheme) 60% of the standard reconnection fee will be funded by NISEP. Please retain the supplier invoice and ensure to itemise the reconnection fee on the heating invoice.

In addition, if a gas meter has to be repositioned to enable external wall insulation to be completed, charges to alter the standard meter position (position as defined by gas network operator regulations, not customer or Primary Bidder) will be funded by NISEP. Similarly, if the applicant is receiving a fully funded grant the standard meter alteration fee will be fully funded by NISEP. If the applicant is receiving a part funded grant, (i.e., 60/40 scheme) 60% of the standard meter alteration fee will be funded by NISEP. NISEP will not fund the meter position alteration fee and/or reconnection fee which is non standards outlined in the network operators connection policy.

- Insulation measures for house extensions on their own are not permitted, as the energy saving assumptions for domestic schemes are calculated using a whole house. However, it may be permissible in certain circumstances and if a Primary Bidder has a request regarding approval for a house extension, they should contact the Programme Administrator providing further information before the measure is installed.

- For Priority Schemes targeting Social Housing Providers, vacant properties are not eligible, unless documentation can be provided to verify the tenant's name, that they are due to take residency within 2 months, and that they meet the vulnerability criteria set.
- Building Control and Planning Permission costs for all Priority Domestic schemes and Non Priority Domestic schemes must be fully funded through NISEP (excluding Social Housing Provider schemes) and should be clearly stated on the invoice. Customers must be provided with all the required information in relation to Building Control/Planning Permission applications before work commences. This must include who is responsible for arranging the survey, confirmation that NISEP will fund the cost for Building Control/Planning Permission (where applicable) and the relevant contact details for the Building Control Office/Planning Authority. Customers must be fully aware of what action (if any), they need to take, to allow for a Building Control certificate/Planning permission to be obtained for the measure/s installed. In the event that an install funded through NISEP fails a Building Control/Planning Permission inspection, it is the responsibility of the Primary Bidder to ensure any issues are rectified to enable a Building Control/Planning Permission Certificate to be obtained.

#### 2.6.1 Whole House Solutions

30% of total NISEP funding is ring-fenced for providing whole house solutions i.e. full packages of heating systems and insulation measures, (at least 60% of which should go to schemes which do not require a customer contribution). As Table 1.1 shows, the estimated minimum funding available for whole house solutions in qualifying homes in 2025/26 is £2,263,775 with additional £943,240 available for Innovative Whole House Solution schemes targeting electric heating.

Where cavity wall or loft insulation is included in a Whole House Solution package priority scheme, there is no customer contribution towards the insulation measures. Any additional measures installed (i.e., LED bulbs, smart controls, HWTJs, draught proofing etc) should be fully funded by NISEP or fully funded by a Third Party contribution. Customers should be made aware of the benefits of insulation measures and reasons for not accepting these measures as part of a WHS grant should be exceptional.

Qualifying households will have existing electric (E7/non ERP compliant), coal heating systems, no central heating or an old inefficient (15 years+) or broken beyond viable economic repair oil, natural gas or LPG boiler. Broken beyond economic viable economic repair criteria does not apply to Social Housing Provider schemes. Other fuels not listed are ineligible for funding.

Customers converting from electric central heating can only convert to other forms of electric heating, including High Heat Retention Storage Heaters or Air Source Heat Pumps. Customers must be signposted on to the most appropriate schemes available, should this be NISEP or other grant schemes. A conversion to any other fuel source that is more carbon intensive is not eligible under NISEP. Customers in 'off gas' areas with no existing central heating (where a coal fire or electric room heater is used as the primary heat source), can only convert to other

forms of electric heating including High Heat Retention Storage Heaters or Air Source Heat Pumps.

To maximise the uptake of Whole House Solutions, Primary Bidders should note that eligibility for new heating systems should be based on the existing system being at least 15 years old OR broken beyond viable economic repair (NB: For Air source heat pump schemes, specific criteria may apply, please refer to Appendix 3 for further guidance).

NISEP schemes must target these qualifying properties and use appropriate vulnerability criteria to ensure that funds are used to assist those most in need.

**Priority ‘whole house solution’ schemes, must offer the following full package of energy efficiency measures if required / suitable for the property.** (See Appendix 3 for required specifications of measures.)

- Cavity wall insulation; (includes extract and refill)
- Full loft insulation;
- Hot water tank jacket;
- Radiator Reflective panels;
- An efficient central heating system with an ‘A’ rated oil/gas boiler conversion or upgrade (natural gas should be installed where it is available) ;
- LED lighting (max 4 per household if required)
- Draught Proofing measures;
- Low-flow/eco shower head
- Smart Controls

On scheme delivery, Primary Bidders must offer the full package of measures to eligible customers as outlined and install measures where they are required and suitable. This is to encourage greater uptake, maximise energy savings and gross customer benefit.

Primary Bidders must put processes in place to ensure that properties are surveyed before work commences to check that the households are eligible for whole house solutions. A survey must also be carried out, post-implementation to ensure all the work has been carried out as intended.

Installers of heating systems must be appropriately accredited i.e. for gas central heating systems installers must be registered with Gas Safe and for oil central heating systems registered with OFTEC, renewables installers must be MCS accredited. All heating systems must be installed with appropriate heating controls (as specified in Section 3.0 of Appendix 3) and the customer must be given proper instruction on the efficient use of these controls. Installations must meet all relevant Building Regulations and be carried out in accordance with all relevant British Standards.

Primary Bidders are not expected to ask priority customers to sign waivers unless all the following points have been complied with:

- Installers must identify and record the nature, standard and estimate the age of the existing plumbing. They should also ascertain and certify that in

the installer's view it is suitable for the new system.

- A water pressure test must be conducted before commissioning an upgraded/new system and the results of this test must also be recorded and available for inspection.
- Where any evidence of microbore is present all applicable pipework must be automatically upgraded.
- If any leaks occur within two months of installation at the property, the Primary Bidder is responsible for ensuring that the necessary additional works are carried out to ensure that the finished job meets NISEP quality standards.
- The Independent quality inspector will also be required to verify their agreement with the points outlined above.

Under a whole house solution scheme, all installs must meet current Building Control (BC)/Planning Permission requirements and adhere to OFTEC/Gas Safe Guidance. Items such as oil tanks, radiators, TRVs and piping (central heating and domestic piping) should be replaced if broken or beyond viable economic repair, or if a water pressure test indicates it is not compatible with the new system, (i.e. microbore) or if there is visible evidence of deterioration which would impede the new boiler and/or system functioning appropriately or if they do not meet Building Control/Planning Permission requirements or OFTEC / Gas Safe Guidance. In addition to guarantees and workmanship warranties, the Primary Bidder is responsible for any necessary works in relation to all piping (including domestic piping) for up to two months after installation, therefore this additional work can be claimed from NISEP. It is important that documentation is properly updated and made available, should it be required, to support costs claimed. Please note, NISEP does not cover costs for redecoration. Primary Bidders should take this into consideration when submitting whole house solution claims. Secondary claims will not be processed for additional works relating to a NISEP heating install at the same property. Also, the total NISEP funding amount that has been awarded to a Primary Bidder, will not be increased to cover any additional works. **Quotations to customers for additional works outside of NISEP funding should be provided to customers separately and should not be conditional to receiving NISEP funding. Separate agreements with customers for any additional work should exclude the NISEP logo and quality monitoring inspections undertaken should only include measures installed under NISEP.**

Primary Bidders upgrading an oil boiler in off gas areas are required to check that the new system and items such as Oil Tanks meet current OFTEC standards. The system should be made to meet OFTEC guidance and conform fully. NISEP will fund this work to ensure all installs meet this Best Practice Guidance.

Primary Bidders should contact their local Council to ensure compliance and to seek advice if they encounter installs that have never had Building Control certification. In instances whereby any additional works are required, Primary Bidders should collate information on survey forms / technical reports to support the need for additional works. This level of information will be required to process NISEP payments. E.g., should a Primary Bidder be installing a new heating system and cavity wall insulation in a property that has adequate loft insulation, if the ventilation in the roof space does not meet Building Control requirements, it

should be brought up to standard as part of this whole house solution. Primary Bidders can claim for the additional vents as part of the cost of the job. In this case, the vents should be itemised on the invoice and the Primary Bidder should include a comment in the master tab of the claim template against the applicable property. Please note, NISEP cannot fund vent only jobs as funding must be targeted at activities that result in energy savings that benefit the consumer.

Heating installs must also be compliant with manufacturer's instructions. NISEP also requires minimum heating control standards to be met. Smart heating controls are the only additional heating controls to Building Control standards that can be claimed for under NISEP. If customers would like additional works beyond what is described in the points above this must be invoiced separately and paid for separately to NISEP (and must exclude the NISEP logo/NISEP reference).

### 2.6.2 Priority 'Whole House Solution' Innovative Schemes

As shown in Table 1.1, up to 12.5% of the NISEP funding is available for the provision of Whole House Solution Innovative schemes in 2025/26 is £943,240.

Renewable technologies may be considered for inclusion for Priority innovative schemes as long as they are a proven technology approved by the Programme Administrator, and the measures are in the customer's financial interest.

The definition of innovative schemes will include schemes which help to bring forward emerging but proven domestic or commercial technologies that provide a better energy efficiency performance than 'standard' measures. Research and/or demonstration projects are not permitted under NISEP.

For 2025/27 High Heat Retention Storage Heaters are considered innovative but should also be offered as part of an 'All of Northern Ireland' Whole House Solution schemes. Some renewable technologies are considered as Innovative. Please note, Hybrid heat pumps and systems are currently not offered under NISEP, see Appendix 3 for further detail.

Primary Bidders developing innovative Air Source Heat Pump schemes should build in costs for a 'before' and 'after' EPC to all schemes. This will be a requirement for all NISEP heat pump schemes so that the 'before and after ratings can be collated. Before and after EPC data may be requested at Audit stage. Primary Bidders should include costs for these EPCs in their bid submissions and ensure they can fulfil this requirement upon scheme delivery if schemes are approved.

Scheme bidders should notify the Programme Administrator in the Call for schemes registration form, should they intend submitting a scheme which they consider is innovative, and state the case as to why. The Programme Administrator will then decide if the scheme should be treated as innovative. Primary Bidders should check with the Programme Administrator in the first instance whether or not a scheme will be appropriate for the innovative category before the submission stage and within a reasonable timeframe.

### 2.6.3 Priority Individual Energy Efficiency Measures

As shown in Table 1.1, up to 30% of the NISEP funding is available for the provision of individual measures in qualifying homes in 2025/26 is £2,263,775.

This is in recognition of the fact that the properties may have inadequate levels of cavity wall, loft, or hot water cylinder insulation. Additional measures listed below are to be included in schemes but only when being provided with cavity and loft insulation measures.

Dwellings receiving measures under this category must be inhabited by Priority customers.

**Priority 'individual measure' schemes must offer a package of the following energy efficiency measures if required / suitable for the property. (See Appendix 3 for required specifications of measures.):**

- Cavity wall insulation (includes extract and refill up to 50% of all CWI works undertaken\*)
- Loft Insulation
- Draught proofing measures
- Radiator Reflective Panels
- LED lighting (max 4 per household if required)
- Hot water tank jacket
- Low-flow/eco shower head

On scheme delivery, Primary Bidders must offer the full package of measures to eligible customers as outlined and install measures where they are required. This is to encourage greater uptake, maximise energy savings and gross customer benefit.

### 2.6.4 Priority Social Housing Provider schemes

7.5% has been ringfenced for Social Housing Provider (SHP) scheme. If this category is undersubscribed at bid stage, the funding will be allocated back into the Priority Whole House Solution / Individual Measures pots which will increase the funding available for these schemes.

As Table 1.1 shows, the estimated minimum funding available for priority Social Housing provider Schemes in 2025/26 is £565,944. This category is for individual measures, whole house solution and innovative schemes targeting social housing only. Please refer to section 2.1 for NISEP funding caps to be applied, within this category. For innovative schemes bidders should contact the Programme Administrator as part of the Call for schemes registration process, for further guidance.

## 2.7 NISEP Schemes for Non-Priority Customers

Outside of the main financial vulnerability focus of NISEP, 20% of the total fund is available for non-priority customer schemes.

As Table 1.1 shows, the estimated total amount of funding available for Non-Priority schemes in 2025/26 is £1,509,183. This is allocated into three separate pots as follows:

- a) Funding for conventional non-priority domestic schemes (will amount to 6% of total funds i.e. an estimated £452,755).
- b) Funding for domestic innovative schemes will be 7% of total funds i.e. £528,214.
- c) Funding for conventional non-priority commercial / non-domestic schemes (using established energy efficiency technology) will amount to 7% of total funds i.e. an estimated £528,214.

Scheme bidders should notify the Programme Administrator in the Call for schemes registration form, should they intend submitting a scheme which they consider is innovative, and state the case as to why. The Programme Administrator will then decide if the scheme should be treated as innovative. Primary Bidders should check with the Programme Administrator in the first instance whether or not a scheme will be appropriate for the innovative category before the submission stage and within a reasonable timeframe. The definition of innovative schemes will include schemes which help to bring forward emerging but proven domestic or commercial technologies that provide a better energy efficiency performance than 'standard' measures. Research and/or demonstration projects are not permitted under NISEP.

For 2025/27 High Heat Retention Storage Heaters and renewable technologies are considered as Innovative as long as they are a proven technology approved by the Programme Administrator, and the measures are in the customer's financial interest. Please note, hybrid heat pumps and systems are currently not offered under NISEP, see Appendix 3 for more detail.

*Note: the technologies permitted within non-priority group schemes will be continually reviewed by the Utility Regulator and the Programme Administrator.*

### 2.7.1 Non-Priority Domestic schemes

For Non-Priority domestic individual measures, Primary Bidders must design schemes to facilitate a NISEP / third party contribution of 40% of the total cost of each Insulation measure (to include ventilation and the CWI guarantee certificate) or to the maximum cap of £650 per measure (up to a maximum of £1000 for CWI extract and refill jobs). The building control application fee must also be funded by NISEP, in addition to the 40% / £650 cap. Any additional measures offered must be funded by NISEP or by a Third-Party Contribution and should not require a customer contribution.

Non-Priority domestic customers must be provided with all the required information in relation to a Building Control and/or Planning application (if applicable), this includes; who is responsible for arranging the survey, who funds the cost for Building Control / Planning and the relevant contact details for the Building Control/ Planning Office, should they be required.

Primary Bidders must always ensure that Building Control/Planning permission is applied for where applicable. Building control/planning permission fees should be clearly stated on the NISEP invoice. A customer is not eligible for NISEP if

Building Control / Planning permission has not been applied for (where applicable). In the event an install funded through NISEP fails a Building Control inspection, it is the responsibility of the Primary Bidder to ensure any issues are rectified to enable a Building Control Certificate to be obtained. If planning permission is required, this must be granted prior to any works commence.

### 2.7.2 Non-Priority Domestic 'Innovative' schemes

For Non-Priority Whole House Solution Innovative schemes, the maximum grant for insulation measures installed will also be £650 or 40% of the total cost of the measure, to include ventilation and the CWI guarantee certificate, for CWI and loft insulation (up to a maximum of £1000 for CWI extract and refill jobs). There should be a maximum NISEP grant of 50% towards the innovative heating installation. The building control application fee /planning permission fee (if applicable) must also be funded by NISEP. Any additional measures offered must be funded by NISEP or by a Third-Party Contribution and should not require a customer contribution.

Primary Bidders developing innovative domestic Air Source Heat Pump schemes should build in costs for a 'before' and 'after' EPC to all schemes. This will be a requirement for all NISEP heat pump schemes so that the 'before and after ratings can be collated. Before and after EPC data may be requested at Audit stage. Primary Bidders should include costs for these EPCs in their bid submissions and ensure they can fulfil this requirement upon scheme delivery if schemes are approved.

Non-Priority customers must be provided with all the required information in relation to a Building Control and/or Planning application (if applicable), this includes; who is responsible for arranging the survey, who funds the cost for Building Control / Planning and the relevant contact details for the Building Control/ Planning Office, should they be required.

Primary Bidders must always ensure that Building Control/Planning permission is applied for where applicable. Building control/planning permission fees should be clearly stated on the NISEP invoice. A customer is not eligible for NISEP if Building Control / Planning permission has not been applied for (where applicable). In the event an install funded through NISEP fails a Building Control inspection, it is the responsibility of the Primary Bidder to ensure any issues are rectified to enable a Building Control Certificate to be obtained. If planning permission is required, this must be granted prior to any works commence.

### 2.7.3 Non-Priority Commercial / Non-Domestic schemes

The optimum contribution from customers benefiting from non-domestic / commercial schemes is 70%.

Grant funding provided to non-domestic / commercial enterprises may be considered 'State aid' or a 'subsidy' and is subject to regulation in order to avoid unfair distortions of competition. Commercial enterprises include landlords of privately rented accommodation inhabited by priority domestic customers.

For commercial schemes Building Control and Planning Permission should also be sought where applicable, and evidence to support this must be available on request.

All Primary Bidders who deliver schemes which offer support to non-domestic / commercial undertakings must ensure that their procedures comply with the guidance on State Aid and subsidy control provided in Appendix 7.

Separate rules apply depending on whether the funding constitutes 'State aid' or a 'subsidy'. Primary bidders should consider the guidance included in Appendix 7 to determine the rules that apply to their schemes.

It should be noted that the rules in relation to State aid do not apply to support for the production of, and trade in, agricultural, fisheries and aquacultural products in Northern Ireland above a national annual cap. For State aid awarded beyond this cap, there is also a national ceiling for the cumulative amount of de minimis State aid to the agricultural sector at EU Member State level. There is also a requirement on the UK to actively monitor the ceiling. Therefore, any Primary Bidder intending to give support to commercial enterprises in the agricultural, fisheries and aquaculture sectors should inform the Programme Administrator of how much they forecast will go to that sector this year. At the end of the year the Primary Bidder will also need to report to the Programme Administrator the actual amount given to the agricultural, fisheries and aquaculture sectors which will then be notified to DEFRA by the Utility Regulator.

It is the Primary Bidder's responsibility to keep records in accordance with the notices provided in Appendix 7.

## 2.8 Indirect Cost Assumptions

Indirect costs include all the Primary Bidder's management costs associated with implementing a scheme. (Direct costs refer only to the actual costs incurred for the installation of the measures, as evidenced by installer invoices.)

It is important that indirect spend under NISEP is clearly reported in scheme submissions. A Primary Bidder submitting a scheme will have to build the indirect costs into the overall scheme costs, breaking them down as follows:

- Scheme design and development;
- Scheme facilitation/managing agent costs;
- Grant administration;
- Marketing;
- Surveying;
- Quality Monitoring;
- Evaluation and reporting;
- Third party indirect costs.

When each submitted scheme is evaluated by the Programme Administrator, the level of NISEP funding attributed to indirect costs will be analysed to ensure that indirect costs do not constitute an undue amount of overall scheme costs and that there is no cross subsidy between indirect costs and measures costs.

For each individual scheme, a limit will be placed on the level of indirect costs allowed to be subsidised from NISEP funding. This maximum limit will be 5% of the overall NISEP funding amount requested for Direct Costs or will be based on the average cost of measures for each house/premises calculated as follows, whichever is the higher amount.

$$(\text{£250} \times \text{individual household/commercial property cost}) / (\text{£1000} + \text{individual household/commercial property cost})$$

Examples are shown below:

**Scheme 1** is a scheme installing cavity insulation in 500 properties. The insulation installations are estimated to cost **£750** per property:

$$\text{£250} \times \text{£750} / \text{£1000} + \text{£750}$$

$$= \text{£187,500} / \text{£1750}$$

$$= \text{£107.14}$$

- The indirect cost that is allowed per property is £107.14
- The total cost of the scheme measures is £375,000 (£750 x 500)
- Indirect costs of up to £53,570 (£107.14 x 500) will be allowed i.e. 14.3% of the measure costs for that scheme.

**Scheme 2** is a whole house scheme (heating system plus insulation) costing **£4,200** per property and will provide measures for 80 households:

$$\text{£250} \times \text{£4,200} / \text{£1000} + \text{£4200}$$

$$= \text{£1,050,000} / \text{£5,200} = \text{£201.92}$$

- The indirect cost that is allowed per property (heating + insulation) is £201.92
- The total cost of the scheme measures is £336,000 (£4,200 x 80)
- Indirect costs of up to £16,153.60 (£201.92 x 80) will be allowed i.e. 4.81% of the measures costs for that scheme.

**Scheme 3** is a commercial scheme aimed at a single large user costing **£10,000**:

$$\text{£250} \times \text{£10,000} / \text{£1000} + \text{£10,000}$$

$$= \text{£2,500,000} / \text{£11,000}$$

$$= \text{£227.27}$$

- The total cost of the scheme measures is £10,000
- The indirect costs for the single property are £227.27 i.e. 2.27% of the measures cost.

This calculation is provided only as a guide to the maximum limit allowed and should not be used to calculate the indirect costs for a particular scheme. A full and justifiable breakdown of the estimated indirect costs, as illustrated above, must be provided within the scheme submission.

*Note: the limit on indirect costs is a limit on how much the NISEP funding will contribute to indirect costs. If indirect costs are higher but a Primary Bidder or scheme partner wishes to contribute some of the costs, they may do so i.e. the*

*indirect costs may exceed the limit as long as NISEP funding is not paying for the extra amount.*

In cases where a Primary Bidder's indirect costs are unavoidably greater than the level allowed, for example, in very small schemes, or bespoke innovative schemes or where it is not possible to lever-in indirect costs from other partners, representation must be made to the Utility Regulator via the Programme Administrator, for 'one-off' consideration. All relevant information must be included to justify the level of indirect costs and evidence (e.g. letters from third parties) provided that indirect costs are not available from other sources.

The indirect cost calculation applies at the initial submission stage, Scheme Variation stage, final end of year claims and Post Implementation Report stage. Primary Bidders should monitor indirect cost spend throughout the NISEP year to ensure the cap is not exceeded. Primary Bidders should also confirm when submitting claims, that the indirect costs remain within the cap, in particular relation to claims made towards the end of the NISEP year where the Primary Bidder is claiming the final approved amounts.

In exceptional circumstances, the Utility Regulator is permitted to adjust the cap at their discretion; whether this is to the total requested for indirect costs or to an individual category listed above, this would be subject to a full explanation by the Primary Bidder.

## **2.9 NISEP Branding**

Primary Bidders are expected to conduct targeted and inclusive marketing campaigns to encourage a high level of scheme uptake across all regions of Northern Ireland (where applicable), ensuring that funding and benefits from the programme are equitably distributed and accessible to communities in both urban and rural areas. Where applicable, marketing efforts should focus on achieving a good geographical spread to avoid concentration in any single area and to maximize the impact of the NISEP schemes throughout Northern Ireland. It is also essential to ensure that consumers benefiting from NISEP schemes are aware of the origin of their funding. To maintain consistent visibility and recognition of NISEP across the region, NISEP branding should be prominently used by:

- Primary Bidders;
- Scheme partners/sub-contractors/and other persons authorized by Primary Bidders to market NISEP schemes; and
- Programme Administration.

The NISEP logo should be used on all literature, including application forms, invoices and publications in respect of sustainable energy schemes that are wholly or jointly funded by NISEP. The use of the logo on these documents is an acknowledgement that the scheme has received funding from NISEP.

The use of the NISEP logo should only therefore be used by the groups identified above and only applied to acknowledge the source of the funding. If any other groups wish to use the NISEP logo, written consent must be obtained from the Utility Regulator. NISEP is not an accreditation scheme and neither the Utility Regulator nor the NISEP endorses or approves installers. The NISEP logo must not be used to indicate endorsement or approval of a supplier, product or scheme.

The NISEP logo is not a quality mark/ guarantee mark/ safety mark and must not be used to suggest such.

Exclusive use of a NISEP URL/domain name is not permitted. The NISEP logo must be used on all scheme documentation and all other publicity materials produced by those previously listed in respect of sustainable energy schemes and programmes, which are wholly or jointly funded by NISEP. Sole use of the NISEP logo is permitted or alternatively it may be used in conjunction with a scheme participant's logo. For specific guidelines on the colour, size, and placement of the NISEP logo, please refer to the branding guidelines:

[Northern Ireland Sustainable Energy Programme Branding Guidelines - Utility Regulator \(uregni.gov.uk\)](#)

### **3.0 OVERALL ENERGY SAVINGS**

#### **3.1 Energy Savings from Schemes**

Historically, schemes have had their energy savings assessed on the basis of 'ex-ante' figures. That is the savings are agreed in advance of implementation as opposed to an 'ex-post' methodology where the savings would be determined based on energy monitoring before and after the installation of the measure. This practical approach gives an agreed and consistently utilised set of data for all participants and will continue.

BREDEM<sup>3</sup> has been the main source of assessing the energy savings from insulation and heating measure schemes in the past. The model calculates the energy requirements of domestic dwellings and estimates the likely savings resulting from energy efficiency improvements. In 2019 the methodology was updated and changed to Energy Saving Trust's Dynamic Engine (DE) which is a SAP based model that is used to calculate all of Energy Saving Trust's savings, energy consumption calculations and evaluations. Although related to the BREDEM model, the DESAP based model is updated annually with the latest assumptions to ensure it is accurate as possible for a given year. It is validated and is based on a Government approved methodology in the UK and when aggregated over all users, has been shown to accurately predict national domestic energy consumption.

The energy savings accredited under NISEP will be expressed in terms of gigawatt hours (GWh) and also in terms of the monetary benefits to the consumer in terms of reduced bills. 100 per cent of the additional energy savings arising from a scheme will be accredited to the NISEP, unless funding is secured from other sources, whereupon savings may be apportioned.

In line with best practice for carbon accounting, Energy Saving Trust uses a new methodology which means that all greenhouse gases, (Carbon Dioxide, (CO<sub>2</sub>), methane and Nitrogen Oxide for scopes 1, 2 and 3 (scope 1, 2 and 3 (scope 1 refers to direct emissions, scope 2 refers to energy indirect emissions and scope 3 refers to other indirect emissions) are incorporated into the scheme submission spreadsheet. This means that savings generated from carrying out energy efficiency measures includes those savings from all greenhouse gases and not just CO<sub>2</sub>, which is known as carbon dioxide equivalent emissions or CO<sub>2e</sub>. This model is providing an accurate picture of the impact of all greenhouse gas

<sup>3</sup> BREDEM - the Building Research Establishment Domestic Energy Model

emissions. Historically scope 1 CO<sub>2</sub> emissions was the primary metric for carbon accounting, however, since then, carbon accounting has moved on to include all the other greenhouse gas emissions and all scopes (1 to 3), as it was found they have a significant impact on how they impact the climate.

Below is a full list of all the standard domestic energy saving measures that are built into the scheme submission spreadsheet. Please contact the Programme Administrator for any energy saving measures that are not listed. The Primary Bidder is required to provide evidence to prove the non-standard measure has energy savings, financial savings and carbon emission savings, for consideration under NISEP.

**Table 3.1 Domestic Measures built into the scheme submission spreadsheet**

Measure
Cavity wall insulation extract and refill
Cavity wall insulation full fill
Cavity wall insulation partial fill
Draught proofing (whole house basis)
High heat retention storage heaters
Fuel switch from an oil boiler to gas boiler (excluding communal and district heating systems)
Air source heat pump, from a gas boiler or oil boiler (excluding communal and district heating systems)
LED lighting
Loft insulation
Low flow/eco showerhead (water widget)
Oil boiler upgrade (excluding communal and district heating systems)
PV system
Reflective radiator panels
Smart heating controls
Solid wall insulation
Tank insulation

### 3.2 Savings based on 'Accredited Discounted Lifetime Energy Savings' (i.e. agreed and verified by the Programme Administrator)

In order to compare the cost of saving energy with the cost of energy supply, savings should be multiplied by the discount factor to give 'discounted lifetime energy savings'. A discount factor, as per the standard in the Treasury Green Book, of 3.5% is used.

It should be noted, however, that the actual year-on-year energy savings will consequently be greater than the figures shown in this document. For example,

a discounted lifetime financial saving of £11,517 could in fact represent an annual saving of £1,000 for 15 years (£15,000 lifetime saving without a discount rate).

### 3.3 Fuel Standardisation

The fuel standardisation factor (FSF) is no longer applied to the energy savings. This methodology is no longer needed as part of the bidding process and has been removed.

### 3.4 Lifetime of Sustainable Energy Measures

In line with the Government's Climate Change Programme, and as has been the case with EEL/NISEP projects since 2001, the energy saving benefits will be assessed over the full lifetime of the measures. The considered lifetimes of the various measures, which will be used in calculating the energy saving benefits, are shown in Table 3.4 below:

**Table 3.4 Lifetimes of Domestic Measures**

Energy Efficiency Measure	Lifetime (years)**
Air source heat pump	17
Cavity wall insulation	42
Chimney draught excluder	10
Draughtproofing (windows and doors)	10
Efficient boiler	16
Energy efficient lighting (LEDs)	30,000 hours*
Smart heating controls	12
High heat retention storage heaters	20
Hot water cylinder insulation	10
Internal/external solid wall insulation	36
Loft insulation	42
Low flow showerhead	10
Pipework insulation	15
PV system	25
Reflective radiator panels	10

\*Indicative value – Actual LED lifetime used to calculate energy savings will be based on manufacturer's declaration.

\*\* Sourced from various sources such as the Energy Companies Obligation scheme and Department for Energy Security and Net Zero.

### 3.5 Cost of Measures (for information only)

**Table 3.5 Average Costs of Domestic Measures**

Energy Efficiency Measure	Average Cost of measure*
Air source heat pump	£13,000
Cavity wall insulation (full fill)	£1,000
Cavity wall insulation (partial fill)	£1,200
Cavity wall insulation (extraction refill)	£2,500
Draughtproofing (windows, doors and chimney draught excluder, whole house)	£250
Switching to an efficient boiler A rated gas boiler	£5,000
Efficient boiler (A rated oil boiler and wet distribution system)	£6,000
Energy efficient lighting (LEDs)	£2 to £8
Smart heating controls	£150
High heat retention storage heaters (whole house)	£3,800
Hot water cylinder insulation	£30
Internal/external solid wall insulation	£20,000
Loft insulation (virgin, 0mm to 300mm)	£1,500
Loft insulation (top-up, 150mm to 300mm)	£1,100
Low flow showerhead	£20
PV system (3.5kWp)	£7,000
Reflective radiator panels (whole house)	£30

\*Costs (except for AHSP and Solar PV) are based on average costs from the 2023/24 NISEP PIR data, therefore costs may seem higher or lower than expected due to some measures mostly being installed into smaller or larger house types for that given NISEP year. Costs include Building Control fees and VAT where it has been applicable.

ASHP costs are taken from 2022/23 NISEP PIR data.

Solar PV costs are taken from other EST GB programmes due to no recent NISEP data being available.

### 3.6 Customer Financial Savings

Customers who benefit directly from sustainable energy measures do so in two principal ways:

- Reduced energy consumption leading to lower bills
- Improved comfort

The total benefits to customers should therefore consider both the direct cost savings on fuel bills and the value of the savings taken up in improved comfort levels. These should be valued at the same rate as the energy savings. Thus, the total benefit to customers is simply the potential energy saving before comfort is accounted for, multiplied by the appropriate unit price.

When calculating the benefits that result from NISEP schemes, the fuel prices illustrated in table 3.6 should be used:

**Table 3.6 Cost of Fuels (Source Energy Saving Trust, August 2024<sup>\*\*\*</sup>)**

Fuel type	Domestic cost per kWh	Commercial cost per kWh*
Electricity standard rate (lighting measures)	32.12 p/kWh <sup>***</sup>	27.20 p/kWh
Electricity off-peak rate (heating or insulation measures)	16.86 p/kWh <sup>***</sup>	N/A
Gas	11.08 p/kWh <sup>***</sup>	6.40 p/kWh
LPG	9.82 p/kWh	9.82 p/kWh <sup>**</sup>
Oil	6.67 p/kWh	6.67 p/kWh <sup>**</sup>
Coal	7.09 p/kWh	7.09 p/kWh <sup>**</sup>

*\*For schemes targeting large commercial energy users (over 70kVA) the Programme Administrator may decide it is more appropriate to use the price actually paid by the customer.*

*\*\*Due to lack of data the average domestic prices are used.*

*\*\*\*Prices are based on a weighted average of supplier tariffs of August 2024.*

The Programme Administrator will review these prices on an annual basis, and update if necessary, so that an accurate picture of the financial benefits realised by customers benefiting from NISEP can be derived.

The customer financial savings of schemes, on an aggregate basis, will be used as a performance indicator in assessing the overall success of the NISEP for a particular year and the benefits it has produced for society. At an individual level, the customer financial savings of a particular scheme will be used in analysing the success of that scheme and assessing whether similar schemes should be approved in the future.

### 3.7 Carbon Savings

The Energy Saving Trust recommends that the carbon emission factors for the different types of fuels detailed in Table 3.7 are used when reporting the carbon savings resulting from NISEP schemes. These factors are source from the official government source for company reporting in the UK which include Northern Ireland.

The carbon factors for natural gas, LPG, oil and coal are sourced from the Department for Energy Security and Net Zero’s Greenhouse gas reporting: conversion factors 2024. The electricity carbon factor is supplied by the Northern Ireland Utility Regulator each year. All the carbon figures and carbon factors refer to carbon dioxide equivalent (kgCO<sub>2</sub>e/kWh), except where stated otherwise. This means that they include all greenhouse gases associated with that fuel type.

**Table 3.7 Carbon Intensity of Fuels**

Fuel type	Carbon factor (kgCO <sub>2</sub> e/kWh)
Electricity standard rate (lighting measures)	0.219
Electricity off-peak rate (heating or insulation measures)	0.219
Gas	0.213
LPG	0.240
Oil	0.298
Coal	0.404

The financial and carbon savings resulting from schemes will be calculated automatically by the scheme submission spreadsheet developed by the Energy Saving Trust. The carbon savings of schemes, on an aggregate basis, will be used as a performance indicator in assessing the overall success of the NISEP for a particular year and the benefits it has produced for society and the environment. At an individual level, the energy savings of a particular scheme will be used in analysing the success of that scheme and assessing whether similar schemes should be approved in the future.

## 4.0 PROCEDURES FOR SCHEME SUBMISSION

### 4.1 Submitting a Bid

The Programme Administrator will issue full guidance on the complete scheme submission process, following receipt of a Primary Bidders 'Call for Schemes' registration form. Primary Bidders must adhere to this process.

Approved schemes will run for two full NISEP years, subject to satisfactory performance in year 2025/26 and criteria defined in this Framework Document being met. Therefore, Primary Bidders do not need to submit a bid for the 2026/27 NISEP year.

A Call for Schemes is sent out in October to all registered Primary Bidders. Primary Bidders who intend to bid for funds must return the registration form to the Programme Administrator by mid October 2024 (date will be confirmed in the call for schemes notification). The Programme Administrator will then send out an up-to-date version of the scheme submission pack which will contain detailed guidance on the process. **Final and complete** scheme submissions must be submitted to the Programme Administrator by **06 December 2024 at the latest**.

Any bids received after 06 December 2024 will not be considered for funding and will be rejected automatically. Bids received within the appropriate time period, but which are incomplete, of insufficient quality or do not meet the criteria for funding may also be rejected.

**There will be no opportunity to resubmit bids for approval after 06 December 2024.**

Primary Bidders will have sole responsibility for any contractual arrangements or agreements in relation to the scheme submitted.

Following the bidding period, Primary Bidders should be informed by the beginning of March if their bids have been successful or otherwise.

Electronic copies of bids for funding must be sent to the Programme Administrator at the following email address:

[nisep@est.org.uk](mailto:nisep@est.org.uk)

### 4.2 Scheme Referencing

Each NISEP scheme submitted must have a specific reference number.

The format of this number shall be made up as follows:

**Primary Bidder ID / Year / Scheme Number / Scheme Measure Type / Customer Type**

The Primary Bidder ID consists of 3 or 4 letters that clearly identify the Primary Bidder and will be allocated by the Programme Administrator.

The year should be shown as the last two digits of the financial year in which the scheme is to be implemented.

The scheme number should consist of two digits. Should a Primary Bidder submit more than one scheme in a given financial year, the scheme number should increase sequentially for each scheme, e.g., 01, 02 etc.

The scheme measure type should be shown as follows:

**H** = Heating (Including boilers and controls) only

**I** = Insulation only

**M** = Mix (e.g. a heating, insulation & lighting scheme)

**R** = Renewable Energy

**O** = Other measures not covered by the above

**IV** = Innovative

The customer type should be shown as follows:

**P** = Priority group customers

**NP** = Non-Priority group customers

To illustrate an example, if 'Green Energy' submitted one scheme to be undertaken in the 2023/24 financial year, and that scheme was an insulation scheme aimed at non-priority customers, the scheme reference number would be:

**'GRE 23 01 I NP'**

### **4.3 Scheme Submission Costs**

Initial survey costs should be incorporated into the 'cost of measure' with post installation surveys and quality monitoring inspected inserted as indirect costs. The exception to this, is where a managing agent or partner is employed to carry out the surveys and then these jobs are subcontracted out to installers. This managing agent/partner survey fee should then be included as an indirect cost, as issued to the Primary Bidder separately to the installers invoice. The costs entered must be accurate and to the best of the Primary Bidder's knowledge at time of submission.

Any VAT costs that require NISEP funding must be clearly included and declared as part of bid submission. VAT treatment declared as part of the bid submission must be reflective of claims submitted upon scheme delivery, with the exception of where HMRC guidance has changed and a scheme variation should be submitted to document this change and its impact to costs. Should there be a variance to the treatment of VAT between bid submission and claims submitted, as a result of administration errors, it will be the responsibility of the Primary Bidder to cover this cost. It is the Primary Bidder's responsibility to seek HMRC guidance where there is any doubt or confusion regarding how to handle VAT. Any guidance issued by HMRC may require to be shown at audit.

Further information and requirements will be provided as part of the scheme submission pack.

### **4.4 Renewables**

**If the scheme submission includes renewables the calculations in the scheme submission spreadsheet uses weighted average energy savings. This means that**

the savings take into account the Northern Irish house type mix and fuel type mix resulting in a single energy saving for each of the three renewable types, listed below

Following scheme completion, at the post implementation report (PIR) stage, the tool will calculate the savings according to the house type, fuel type and bedroom number, allowing for more bespoke savings to be outputted. All the energy prices and carbon factors used in the tool are updated in line with main scheme submission spreadsheet assumptions.

### **Solar thermal panels (solar heating panels)**

Savings are based on Energy Saving Trust's field trial data.

### **Photovoltaic panels (solar PV, solar electricity panels)**

Savings within the tool are based on a 3.5kWp system assuming the occupants are in the household from 6pm per day. The savings represent the reduction of electricity needed to be imported in from the electricity grid, it does not include any export payments.

### **Air source heat pumps**

Savings are based on modelling that assumes an SPF of 3.09. The oil or gas heating system being replaced by an air source heat pump is assumed to be an F or G rated boiler (75% efficiency).

## 4.5 Scheme Approval / Rejection

While cost-effectiveness of bids is the main assessment used for scheme approval, and bids will still be ranked in order of cost-effectiveness, the Programme Administrator will, to ensure the best use of funds and equality of opportunity, take the following into account:

- **Previous Years' Success:** Spend and committed funds for 2024/25 to the end of Q3 will be reviewed and taken into consideration for approval of 2025/26. Spend should be over 75% committed at the end of Q3.
- **Audit Recommendations:** The last completed audit (2023/24 NISEP year) will be reviewed. Any specific issues highlighted by the auditor, including collaboration with the auditors' requests, will be considered.
- **Quality Monitoring and Customer Satisfaction Results:** The results from the last completed NISEP scheme year (2023/24) will be considered.

For new Primary Bidders, the above does not apply; however, funding allocation is capped at £300,000.

The Programme Administrator on behalf of the Utility Regulator continues to reserve the right to accept less cost-effective schemes, e.g., where they provide good additionality or where geographic spread, or specific target groups are relevant. In the case of two schemes having the same cost-effectiveness but insufficient funding to cover both, the Programme Administrator on behalf of the Utility Regulator reserves the right to award the funding to the scheme with a previous record of success (if relevant). The Utility Regulator also reserves the right to award part-funding to schemes that have run in previous years and have

had significant underspend, and to schemes that have a limited geographical spread within NI.

## Rejection Criteria

Bids will be rejected due to incompleteness or significant errors. This will be defined as any error which could reasonably be said to result in incorrect or misleading information being used to evaluate schemes. This will include but may not be limited to the following:

1. Bids submitted where energy savings (i.e. not standardised by Energy Saving Trust) manually entered do not reflect the supporting evidence.
2. Bids submitted with no supporting documentation to verify costs entered for commercial schemes and manual data entry of energy savings (i.e. not standardised by Energy Saving Trust).
3. Bids not submitted by the due date.
4. Bids which don't meet the eligible initiatives section 2.1 of the Framework Document.
5. Bids where scheme submission is any of the documents sent are incomplete i.e. applicable sections left blank.
6. Bids received where the total exceeds the £2m cap and/or cap advised by Programme Administrator will result in the Primary Bidder being rejected.

Bids will be accepted if minor clarification points are required. Minor clarifications accepted will include:

1. Typos in scheme reference
2. Target audience query
3. Primary Bidder summary file does not match the scheme submission spreadsheet.

Scheme submissions must be developed in compliance with the operational rules and procedures of the NISEP as set out in this Framework Document. If a scheme is approved on the basis of inaccurate or inappropriately compiled information, the Utility Regulator reserves the right to take remedial action.

The Programme Administrator assesses all bids on an equal basis. Schemes must fulfil the objectives of the NISEP; the information provided at submission stage must be accurate and complete at the time of submission and be in compliance with the Framework Document. The Programme Administrator is able to clarify minor points with Primary Bidders, however the Primary Bidder will not be able to resubmit the Scheme Submission Spreadsheet to make changes to their bid. The Programme Administrator will also take into consideration the performance of a scheme in a previous year, if applicable. If the Programme Administrator is satisfied that the relevant criteria have been met, it will recommend schemes (within the funding limits) to the Utility Regulator. It is at the discretion of the Utility Regulator whether or not to approve a scheme.

In the case of bids in a particular category exceeding the level of funding available, the more cost-effective schemes will be approved. However, to ensure the best

use of funds and also equality of opportunity considerations, the Utility Regulator reserves the right to accept less cost-effective schemes, e.g. where they provide good additionality or where geographic spread or specific target groups are relevant. In the case of two schemes having the same cost-effectiveness but funding being insufficient to cover both schemes, the Utility Regulator reserves the right to award the funding to the scheme which has a previous record of success (if relevant). The Utility Regulator also reserves the right to award part-funding to schemes that have run in previous years and have had significant underspend and to schemes that have a limited geographical spread within NI.

Primary Bidders will be notified of final approval in writing from the Utility Regulator. Schemes **must not** commence until final approval has been granted and confirmed by the Utility Regulator.

The award of funding takes into consideration a number of factors, including but is not limited to;

- cost effectiveness, (that is the amount of energy saved per NISEP pound spent; however, it will depend on measure cost, indirect costs and other party funding, as opposed to fuel, property and measure split. These will now be standardised as described above to give a fairer more equal representation across all domestic scheme submissions;
- geographical spread, schemes targeting 'on gas' areas only will be assessed in one specific category and schemes targeting both 'off gas' and 'on gas' areas, therefore covering all of Northern Ireland, will be assessed within a separate category. Properties passed data will be provided to the Programme Administrator by the Utility Regulator to identify the ringfence for 'gas only' schemes.
- targeting specific groups.
- Depending on the number of schemes submitted, schemes will then be apportioned funding based on their cost effectiveness ranking and availability of funds within each category.

The Utility Regulator reserves the right to take other factors into consideration; such as first time bidders and successful track record of delivering on NISEP spend but also on the successful administration of schemes, all of which are subject to the limits in the Framework Document. The Utility Regulator and the Programme Administrator are unable to provide the specific details of the Scheme Submissions that relate to the award of funding to any one Primary Bidder.

Primary Bidders should note that the Utility Regulator's written approval for a scheme acts as an agreement between the Primary Bidder and the Utility Regulator to undertake the scheme in accordance with the rules of the Framework Document and their submission. The approved schemes will become a schedule to the signed Accedence Document.

To ensure scheme recipients are informed that funding has been obtained from the NISEP, the scheme must incorporate the NISEP logo in accordance with branding guidelines, in conjunction with the scheme participant's logo if required, on scheme documentation, publications and any other publicity material. (See Section 2.9)

#### 4.6 Additional Funding In Year

NISEP in-year underspend will be offered to a Primary Bidder in the same category in the first instance or offered to where there is highest demand.

Additional funding from an alternative source (i.e. DfE) may be allocated differently. Should DfE provide additional funding to NISEP, they will outline where any additional funding should be targeted. There is no guarantee that additional funding will be available for 2025/27 NISEP schemes.

Should a Primary Bidder be unsuccessful in receiving initial NISEP funding within a specific category, and monies become available in-year from an alternative funding source, (e.g. DfE), only Primary Bidders operating approved schemes will be offered additional funding. If additional funding from DfE is confirmed, the Programme Administrator will engage with Primary Bidders as appropriate.

#### 4.7 Scheme Variation

Primary Bidders must deliver schemes in accordance with the Framework Document and in accordance with the approved scheme submissions. If there is a variation to a scheme, including changes to predicted energy savings, or types of measures installed, please contact the Programme Administrator who will then advise if a scheme variation form should be submitted for approval.

Primary Bidders must submit a scheme variation to request the transfer of funding between direct and indirect costs, regardless of % of NISEP funding. This type of transfer will require approval from the Utility Regulator.

Scheme variations will **not** be permitted in year to request an increase in measure cost; however scheme variations will be accepted if there are unforeseen costs such as a change in law or regulation to be considered i.e VAT changes should they come into effect mid-year, or other regulation changes.

Primary Bidders must submit a scheme variation to the PA for review before any costs are incurred. The Utility Regulator will also review cases of exceptional and outstanding circumstances where socio-economical / political events (e.g. Covid Pandemic, War in Ukraine,) have caused an unprecedented increase to costs impacting all Primary Bidders involved in NISEP. Please note, exceptional circumstances do not include high inflation rates or associated minimum wage increases. Primary Bidders should consider inflation and minimum wage estimates in their 2025/26 scheme submission bid for funding.

#### **Transfer of funding/additional funding/significant variations**

For variations of up to 5% of NISEP funding transfer between schemes, no formal approval is required, (as long as the total funding awarded to the Primary Bidder is not exceeded), however the Programme Administrator must be notified in writing. For variations of 5-10% of NISEP funding being transferred, Programme Administrator endorsement must be sought.

Any significant variations and variations above 10% funding transfer must be approved by the Utility Regulator. Primary Bidders undertaking more than one scheme must not presume that funding can be transferred between schemes.

Dependent on value (if above 5% of total NISEP amount approved), prior approval should be sought to transfer funding from an underperforming scheme to a more successful scheme. Overspend on a successful scheme will not be subsidised by NISEP unless prior approval has been given to transfer funds from an underperforming scheme or additional funds have been granted.

Where a Scheme Variation relates to a change of measure cost (to approved scheme submission) in an exceptional circumstance, the figures entered in the Scheme Variation Form template, should be the figures that will be claimed from NISEP. Any VAT costs that require NISEP funding must be clearly included in the figures entered in the Scheme Variation Form with a note included to that effect.

Where additional funding is awarded to a Primary Bidder, including funding from another Government body, a scheme variation must be completed and submitted to the Programme Administrator for review and approval by the Utility Regulator.

Notification of a scheme variation must be submitted within a reasonable timeframe (and no later than the end of February of the applicable NISEP year if to be approved by the Utility Regulator and no later than the end of April of the applicable NISEP year if only PA approval/notification is required), to allow the Programme Administrator and /or the Utility Regulator to review before completion of the NISEP year. Failure to do so may result in the Scheme Variation not being approved.

Primary Bidders will be notified in writing if the change/variation has been approved.

In the event that scheme variations exceed the accepted tolerance levels and/or the total amount of NISEP funding awarded, and approval has not been granted by the Utility Regulator, any relevant costs will be required to be borne by the Primary Bidder.

Turnaround times for the approval of scheme variations will depend on the time taken to resolve any queries or requests for further information, however, the Programme Administrator will initially assess any scheme variation within 10 working days of receipt and decide on the appropriate action to be taken. Once all the necessary information has been received, the Programme Administrator will have a further 5 working days to consider and approve the Scheme Variation or forward to the Utility Regulator, as appropriate. The Utility Regulator will endeavour to give written approval or reject the Scheme Variation within 5 working days of receipt of the form endorsed by the Programme Administrator or on receipt of the answer to any further queries.

The Utility Regulator/Programme Administrator reserves the right to invoke the scheme variation process to move funds from an underperforming scheme to a scheme that has had a more successful uptake, if it becomes apparent that a scheme is unlikely to spend all the funding awarded to it.

#### 4.8 The NISEP Programme Timetable:

Whilst bids received will be in respect of two years, a 12 month report will need to be completed annually on the basis of measures installed by 31 March each year. Primary Bidders must ensure that they do not overspend their year one allowance,

unauthorised year-end overspends will not be covered by NISEP. Please refer to section 5.1 for further details on year 2 allocation.

### **The NISEP timetable is set out in Figure 4.1.**

- In October a request for submissions for schemes to commence the following April is made to all registered Primary Bidders.
- Primary Bidders return the call for schemes registration form by mid October.
- Accedence Document must be signed and submitted to the Programme Administrator by **8 November 2024**.
- All bids for schemes commencing **1 April 2025** are to be received by the Programme Administrator by **6 December 2024**.
- Primary Bidders will be informed at the start of March of the outcome of their application (please note that this will be subject to the timely provision of any further information requested on scheme submissions and the resolution of any queries).
- Schemes to commence in Q1.
- At the start of July (after three months) the Programme Administrator should be notified on progress and whether or not the scheme will run as planned. Progress reports and Quality Monitoring results are to be submitted after five months (in September) and eight months (in December). Potential under-spend should also be flagged so that reallocation of funding can be completed if needed.
- All work should be completed by 31 March of applicable NISEP year.
- Final Payment Claims will need to be submitted by the 4th working day of May for the applicable NISEP year.
- A 12-month Report must be completed by the Primary Bidder in June/July following completion of 2025/26. This will include an update on measures installed, yearend total spend, quality monitoring, customer satisfaction etc.
- A Post Implementation Report must be completed in June/July by the Primary Bidder following completion of the two-year programme.
- Scheme audits of all schemes will be carried out in September / October following completion of the two-year programme.
- Post-Implementation Report Approval Letters will be sent out in February following completion of the two-year programme subject to the satisfactory completion of reports and provision of any follow-up information and also to satisfactory audit. This letter will signify the end of the scheme process. The Accedence Agreement will then terminate after the UR has confirmed satisfactory completion of the schemes following the 2027 audit process.

## SCHEDULE

**Figure 4.1 NISEP Operational Timetable**

<b>Year 1 Activity (April 2025 - March 2026)</b>	<b>Target Date</b>	<b>Responsibility</b>
Commencement of 2025/26 approved schemes	<b>Start April</b>	Primary Bidder
2024/25 NISEP final payment claims submitted	<b>Start May</b>	Primary Bidder
Heat Pump Monitoring Interim Report submitted to Utility Regulator	<b>End May</b>	Programme Administrator
Individual meetings held with successful 2025/26 Primary Bidders	<b>End Q1</b>	Programme Administrator
Processing 2024/25 NISEP final year end payment claims	<b>End Q1</b>	Programme Administrator
Submit 3-month update statement confirming 2025/26 scheme commencement and notification of delivery structure including named Managing Agent/Sub-Contractors	<b>Start July</b>	Primary Bidder
Post-implementation reports (PIRs) submitted for 2024/25 schemes	<b>End July</b>	Primary Bidder
Confirm underspend from 2024/25	<b>End July</b>	Programme Administrator
Collate 2025/26 3-month statements provided by Primary Bidders and provide summary statements to the Utility Regulator (including schemes funded by additional funding from alternative sources if applicable)	<b>End July</b>	Programme Administrator
2025/26, 5-month interim reports submitted	<b>Start September</b>	Primary Bidder
Undertake Audit of 2024/25 schemes (including schemes funded by additional funding from alternative sources if applicable)	<b>End Q3</b>	Programme Administrator

Review 2025/26, 5 month interim reports provided by Primary Bidders and provide a summary report to the Utility Regulator, including risk of potential underspend (including schemes funded by additional funding from alternative sources if applicable)	<b>End October</b>	Programme Administrator
2025/26, 8-month interim reports submitted and underspend on current schemes reported	<b>Start December</b>	Primary Bidder
Review 8 month interim reports provided by Primary Bidders and provide a summary report to the Utility Regulator, including recommendations for underspend reallocation and 2026/27 funding allocation based on criteria (including schemes funded by additional funding from alternative sources if applicable)	<b>End January</b>	Programme Administrator
Physical inspections carried out for 2024/25 measures installed and final report submitted to Utility Regulator	End January	Programme Administrator
Final Audit report for 2024/25 submitted to the Utility Regulator (including schemes funded by additional funding from alternative sources if applicable).	<b>End February</b>	Programme Administrator
2024/25 Final Post-implementation reports submitted to Utility Regulator (including schemes funded by additional funding from alternative sources if applicable)	<b>End February</b>	Programme Administrator
Incentive payments calculated for both NISEP years 2023/24 & 2024/25	<b>End February</b>	Programme Administrator
2024/25 Post-Implementation Report Letter sent to Primary Bidders (including incentive payments for 2023/25 earned)	<b>Start March</b>	Utility Regulator
Letters sent to Primary Bidders approving 2026/27 schemes (to include audit recommendations if applicable)	<b>Start March</b>	Utility Regulator

2024/25 Annual Report submitted to Utility Regulator (including schemes funded by additional funding from alternative sources if applicable) and including a report on the overall energy savings both in terms of lifetime energy savings and the gross calorific annual energy savings (TWh) as required by the Energy Efficiency Directive.	<b>End March</b>	Programme Administrator
Payment notices sent to NIEN Ltd for incentives earned in 2023/25	<b>End March</b>	Utility Regulator
Completion of 2025/26 current schemes	<b>End March</b>	Primary Bidder
Payment notices sent to NIEN Ltd for 2026/27 schemes	<b>End March</b>	Utility Regulator

<b>Year 2 Activity (April 2026 – March 2027)</b>	<b>Target Date</b>	<b>Responsibility</b>
Commencement of 2026/27 approved schemes	<b>Start April</b>	Primary Bidder
2025/26 NISEP final payment claims submitted	<b>Start May</b>	Primary Bidder
Heat Pump Monitoring Final Report submitted to the Utility Regulator	<b>End May</b>	Programme Administrator
Individual meetings held with successful 2026/27 Primary Bidders	<b>End Q1</b>	Programme Administrator
Processing 2025/26 NISEP final year end payment claims	<b>End Q1</b>	Programme Administrator
3-month update statement confirming current 2026/27 schemes will go ahead and notification of delivery structure including named Managing Agent/Sub-Contractors	<b>Start July</b>	Primary Bidder

12 month summary report submitted for 2025/26 schemes	<b>End July</b>	Primary Bidder
Confirm underspend from 2025/26 to the Utility Regulator	<b>End July</b>	Programme Administrator
Collate 2026/27, 3 month statements provided by Primary Bidders and provide summary statements to the Utility Regulator (including schemes funded by additional funding from alternative sources if applicable)	<b>End July</b>	Programme Administrator
2026/27, 5-month interim reports submitted	<b>Start September</b>	Primary Bidder
Audit of additional funding from alternative sources including physical inspections (if applicable)	<b>End Q3</b>	Programme Administrator
Review 2025/26, 5 month interim reports provided by Primary Bidders and provide a summary report to the Utility Regulator. including risk of potential underspend (including schemes funded by additional funding from alternative sources if applicable)	<b>End October</b>	Programme Administrator
2026/27, 8-month interim reports submitted and under-spend on current schemes reported	<b>Start December</b>	Primary Bidder
Audit and physical inspections report for additional funding from alternative sources only completed for 2025/26 (if applicable), submitted to Utility Regulator	<b>End January</b>	Programme Administrator
Review 2026/27, 8 month interim reports provided by Primary Bidders and provide a summary report to the Utility Regulator, including recommendations for underspend reallocation	<b>End January</b>	Programme Administrator
2025/26 Post-implementation reports (for additional funding from alternative sources if applicable) submitted to Utility Regulator	<b>End January</b>	Programme Administrator
2025/26 Post-Implementation Report Approval Letter (for additional funding from alternative sources if applicable) sent to Primary Bidders	<b>End February</b>	Utility Regulator

Annual Report for additional funding from alternative sources completed for 2025/26 submitted to Utility Regulator	<b>End March</b>	Programme Administrator
Completion of all 2026/27 schemes	<b>End March</b>	Primary Bidder
<b>Year 3 Activity (April 2027 – March 2028)</b>	<b>Target Date</b>	<b>Responsibility</b>
2026/27 NISEP year final payment claims submitted	<b>Start May</b>	Primary Bidder
Processing 2026/27 NISEP year payment claims	<b>End June</b>	Programme Administrator
Confirm underspend from 2026/27 to the utility Regulator	<b>End June</b>	Programme Administrator
Post-implementation reports (PIR) submitted for 2025/26 and 2026/27 schemes (and where applicable PIRs for 2026/27 schemes that received additional funding from alternative sources)	<b>End July</b>	Primary Bidder
Audit of 2025/27 schemes (and where applicable 2026/27 audit of schemes that have received additional funding from alternative sources)	<b>End December</b>	Programme Administrator
Physical inspections carried out for 2025/27 measures installed and report submitted to Utility Regulator (and where applicable 2026/27 inspections of schemes that received additional funding from alternative sources)	<b>End December</b>	Programme Administrator
Audit report completed for 2025/27 and submitted to the Utility Regulator (and where applicable 2026/27 audit report submitted to UR for schemes that have received additional funding from alternative sources)	<b>End December</b>	Programme Administrator

2025/27 Post-implementation reports submitted to Utility Regulator (and where applicable 2026/27 PIRs for schemes that have received additional funding from alternative sources)	<b>End January</b>	Programme Administrator
2025/27 Post-Implementation Report Approval Letter sent to Primary Bidders (and where applicable 2026/27 Approval Letters for schemes that have received additional funding from alternative sources)	<b>End January</b>	Utility Regulator
Annual Report for 2025/27, submitted to Utility Regulator (and where applicable 2026/27 annual report for schemes that have received additional funding from alternative sources) and including a report on the overall energy savings both in terms of lifetime energy savings and the gross calorific annual energy savings (TWh) as required by the Energy Efficiency Directive.	<b>Start March</b>	Programme Administrator
Evaluation Report submitted to the Utility Regulator on the overall success of the programme to include metrics on the various measures installed, financial benefits to customers and the associated energy and carbon savings. This report will also include an overall assessment of the programme and customer satisfaction along with lessons learned for future energy efficiency schemes.	<b>Start March</b>	Programme Administrator

## 5.0 SCHEME REPORTING

### 5.1 Interim Progress Reporting and success criteria

Primary Bidders who have schemes approved must notify the Programme Administrator and the Utility Regulator after three months (i.e. in July) whether or not the scheme will proceed in a timely manner and as originally submitted. If this notification is not received the scheme approval may be cancelled.

Primary Bidders undertaking schemes must submit interim reports, **on time**, using the template provided, to the Energy Saving Trust after 5 months, due September and again after 8 months, due December. These reports must provide details on a scheme-by-scheme basis of the progress of schemes including the current NISEP spend to date and the forecast final NISEP spend. Details on quality monitoring, customer satisfaction, whole house solution uptake, **and significant issues should also be included within these reports.** Should Primary Bidders be delayed in submitting interim reports to the Programme Administrator this will be deemed as poor record keeping and may affect the allocation of future funding.

The interim reports must provide details on a scheme by scheme basis to include;

- Current NISEP spend to date and the forecast final NISEP spend
- No. of customer applications approved
- NISEP funding committed for approved applications
- No. of customer applications on waiting lists
- No. of quality inspections completed and any remedial works listed including action taken to resolve
- Estimated NISEP costs associated with waiting lists
- Status of scheme i.e. if no longer taking new applications, this detail should be included
- Customer complaints received throughout the NISEP year should be fully detailed.
- Primary Bidders are required to provide additional detail on scheme delivery to include issues, concerns, observations, corrective actions undertaken during scheme delivery etc and any other points of note in relation to the delivery of the scheme.

(Please note, this list above is not exhaustive and additional information may be required on request).

Should any complaints be related to the quality of installations, the Primary Bidder must ensure that the NISEP install is re-inspected by the independent quality inspector, who will verify that all issues are resolved and there are no quality concerns.

Primary Bidders must have an appeals and complaints process in place for NISEP applicants. This process must be documented and provided to applicants and clearly define the various stages, timescales and point of contact, for the NISEP process; from application stage through to install and Quality Monitoring/Building Control Inspection/Planning Permission (where applicable). If an appeal / complaint remains unresolved by the Primary Bidder, applicants should then be

directed to the Programme Administrator for mediation and evidence that these processes have been implemented will be requested. A copy of these documented processes may also be requested at Audit.

Quality Monitoring results including details of remedials and actions taken, must also be provided as part of the 5 month and 8 month interim reports. Primary Bidders must provide details to capture reasons where insulation is not being claimed as part of a WHS package; or where in an individual measures scheme, only one insulation measure is being claimed, as opposed to two. Final Quality Monitoring results must also be signed off by the independent qualified Quality Monitoring Inspector and submitted along with the Post Implementation Report. The original email from the inspector to the Primary Bidder with these results must be submitted. Quality monitoring reports should state how well the range of measures on offer have worked as a package, including that there is adequate ventilation given the range of measures.

In addition, Primary Bidders must inform the Programme Administrator of any forecast underspend in their schemes in the 8-month report. At this point the Utility Regulator reserves the right to move underspend between schemes and Primary Bidders to maximise spend prior to NISEP ending in March of each applicable NISEP year. The Programme Administrator will forward these interim reports to the Utility Regulator. Scheme variations should be reported, as soon as they are required, in accordance with Section 4.5.

In addition to these interim reports a 12-month summary report must be submitted to the Programme Administrator following completion of 2025/26. This will include but is not limited to; final end of year spend, number of measures installed, quality monitoring and customer satisfaction results.

Approved schemes in NISEP 2025/26 will run for two full NISEP years, subject to satisfactory performance in year 2025/26 which will be assessed from the information provided in the 8-month interim report and from any direct feedback received by the Programme Administrator on scheme delivery. The template for this 8-month report may change to allow for further feedback on delivery of 2025/26 schemes. The following will be considered:

1. Spend and committed funds for 2025/26 to the end of Q3 will be reviewed and taken into consideration for approval of 2026/27. Spend should be over 50% committed at the end of Q3.
2. Customer Satisfaction / Complaints
3. Quality Monitoring / Remedials
4. Compliance with Duplicate process
5. Compliancy with Framework Document Requirements

Overall scheme performance will be considered in the reallocation of funding. Schemes will be given a similar level of funding in this second year or will be offered a lesser amount depending on the previous years' performance as outlined above. Scheme continuation into 2026/27 will not be approved if there are significant issues raised in-year or if there has been no uptake in 2025/26. Please note also that it is at the discretion of the Utility Regulator whether or not to approve a scheme in 2026/27, if a scheme has been approved in 2025/26 but

had no uptake or in the event that additional Government funding becomes available during the NISEP year to provide targeted support. Should there be legislative changes during a NISEP year, these will also be taken into consideration.

For the avoidance of doubt; significant issues may include but may not be limited to any issues which have:

- resulted in the suspension of the scheme as per the Accedence Agreement;
- had a significant detrimental effect on the overall well-being of an individual NISEP recipient (where customer has notified NISEP);
- any evidence of potential fraud, gross misconduct or negligence.

For non-domestic/commercial schemes, projects may be able to commence in year 1 and complete in year 2 subject to UR approval. For those projects, the Programme Administrator must be notified as soon as Year 2 has been approved of any potential projects that may not be completed by 31st March 2026. Full NISEP costs will need to be submitted to the Programme Administrator for consideration for reallocation to Year 2, to allow these projects to continue.

## 5.2 Scheme Completion Reporting

After the two NISEP Years 2025/26 and 2026/27, Primary Bidders are required to complete a post-implementation reporting (PIR) pack which must be submitted via the secure File Transfer Service, together with other documentation, to the Programme Administrator by 31 July 2027. The format of the PIR may be subject to change and Primary Bidders will be notified accordingly.

The documentation submitted must include:

- PIR spreadsheet containing final outturn data. All information to be quoted on the post-implementation form tab can be derived from the tabs within the PIR spreadsheet.
- Results of customer satisfaction. Primary Bidder to provide results to support % figures entered on PIR form tab. This should detail, number of surveys sent and returned, and where applicable, reasons for unsatisfied customers and actions taken to resolve any issues. Primary Bidders are requested to submit the customer satisfaction information available at that time. If further responses are received after submission of PIR, and numbers should change, the latest figure should be provided at audit stage.
- Results of Quality Monitoring. Final Quality Monitoring results must be signed off by the independent qualified Quality Monitoring Inspector and submitted along with the Post Implementation Report. Where CWI has been inspected, the inspector must also complete a declaration where they will agree with the metres<sup>2</sup> claimed by the Primary Bidder. The original email from the inspector to the Primary Bidder with these results must be submitted. These results must reflect the results entered into the PIR by the Primary Bidder. The Primary Bidder must include details on the number of measures inspected, the number of failed 1<sup>st</sup> and 2<sup>nd</sup> inspection, details of remedials, highlighting issues identified, dates rectified, and any subsequent action taken with installers etc. Primary Bidders are requested

to submit the quality monitoring information available at that time. If information should change, any updates should be provided at audit stage.

- Fees charged, if applicable. Primary Bidder to provide details of fees charged (and not claimed under NISEP), including name of sub-contractor, confirmation of contract in place, invoice date/number, and total amount of fees charged per contractor. The reason for the charge should be clearly specified. For example, admin fees charged to sub-contractors for re-inspections and/or remedials. The total figure should be added to the 'third party indirect costs' cell in the 'Scheme Summary' Tab of the PIR spreadsheet.
- Further Breakdown Worksheet – Primary Bidders must include background calculations (including formulae) in this worksheet for all figures (not provided by the Programme Administrator), that have been manually entered such as energy savings, lifetime years etc.
- Completed Post-Implementation Form tab as per guidance provided by Programme Administrator, at PIR stage.

#### PIR Reporting requirements for air source heat pump installations (in addition to above)

- The Primary Bidder must provide the MCS certificate, and the MCS calculations for all ASHP installs. Energy Saving Trust will populate the PIR based on the data provided by the Primary Bidder.
- To support the data provided, the Primary Bidder must ensure that;
  - all applicable sections of the MCS Compliance certificates provided to Energy Saving Trust are completed in full.
  - energy savings for the 'before scenario,' (i.e., the energy assumptions for the original heating system per property), are included, and that copies of customer utility bills prior to works are also provided to Energy Saving Trust
  - energy savings for the post works heat loss calculations, following install, are included.
  - estimated running costs for the new installation using the customers historical electricity bills as a reference for unit prices at the time of the installation in the MCS calculator sheet are included.

Energy Saving Trust will use the data to compare to Energy Saving Trust's most up to date utility pricing matrix. If there are significant differences, a further review will take place and further information may be required to support the figures submitted. Energy Saving Trust may reduce the energy savings where there is a significant discrepancy.

Case Study and Testimonial Templates will be issued to the Primary Bidder for inclusion with the PIR.

### 5.3 Geographical and Sectoral Information

For geographical distribution this data is provided by Primary Bidders through the payment claim process. This data includes the number and types of measures installed by postcode. Primary Bidders must ensure accurate data entry of full addresses including postcodes.

This information is retained on a database. It is the Primary Bidder's responsibility to ensure that they are compliant with all relevant legislation including but not limited to the General Data Protection Regulation (GDPR) 2016/679 in relation to data given to the Programme Administrator.

## 6.0 SCHEME MONITORING AND AUDITING

### 6.1. Customer Satisfaction Monitoring

Primary Bidders are required to undertake and report on the monitoring of customers' satisfaction with the scheme, the measures installed and the installation process.

The Primary Bidder shall survey for customer satisfaction a minimum of:

- 10 per cent of all homes receiving individual measures costing less than £3,000;
- 100 per cent of homes receiving whole house solutions and individual measures costing over £3,000.

Where schemes are undertaken in non-domestic /and commercial sector, customer satisfaction monitoring should be undertaken for:

- at least 10 per cent of installations where installations –cost less than £20,000;
- at least 50 per cent of installations where the installation cost is from £20,001 to £50,000;
- 100 per cent of installations where the installation cost exceeds £50,000.

In all cases, the Primary Bidder should use their best endeavours to achieve at least a 50 per cent response rate to all customer satisfaction surveys. Primary Bidders should ensure responses can be followed up on, should there be any issues, i.e. insertion of customer details or reference numbers.

Any customer complaints are received throughout the NISEP year must be documented and reported on. Where customer complaints are related to the quality of installations, the Primary Bidder must ensure that the NISEP install is re-inspected by the independent quality inspector, who will verify that all issues are resolved and there are no quality concerns. This will be reviewed as part of the interim reporting schedule.

For further guidance, Appendix 2 of this document contains an example of a customer satisfaction survey for heating/insulation schemes.

### 6.2 Quality of Installation Monitoring

It is important that high standards are maintained and form part of a 'quality culture' adopted by all Primary Bidders. Accordingly, Primary Bidders must have a quality assurance (QA) procedure in place that they will adopt when undertaking their NISEP scheme. This procedure should comply with all requirements as outlined in this Framework Document.

The QA procedure must address issues such as the quality of materials used and products installed. However, for appliance schemes, assuming that all products used have relevant CE marking, and have an energy performance rating of A, there are no additional quality monitoring requirements.

Technical surveys to assess NISEP measures required should be carried out by a suitably qualified person (at least as qualified, to the installer of the measures). Quality monitoring should be carried out by a suitably qualified, independent person (from a different company, at least as qualified, to the installer of the

measures), who should check whether or not the measures have been installed in line with the requirements in Appendix 4 and the current approved British Standards, etc. (Supporting documentation of accreditation will be checked at audit). The Quality Monitor appointed for a NISEP scheme cannot be the Primary Bidder and must be completely independent to the scheme. A Primary Bidder is also unable to be the Quality Monitor under any other NISEP scheme. The Quality Monitoring contract should be between the Primary Bidder and the Quality Monitor directly and not held by a subcontractor or a managing agent on the Primary Bidders behalf. It remains the Primary Bidder's responsibility to appoint the Quality Monitor.

Post-installation quality inspections should be scheduled to take place when all the work is fully completed and operational. The inspection documentation must include full details of the measures installed (which should match the measures being claimed) and how well the measures installed are working as a package (e.g. does the property have adequate ventilation given the range of measures installed, are the heating controls working correctly etc). This includes all additional measures installed, e.g. LED's / draughtproofing measures. The documentation must be signed by the inspector and the applicant. If the applicant is not available at the inspection appointment the paperwork must be signed by an appropriate adult at the property and the relationship stated between the applicant and signatory i.e. the applicant's brother. Applicants should not be pressurised to sign inspection paperwork. Should comments be provided by the applicant in relation to the quality of the installation or operation of the measure this should be included on the paperwork and signed by the applicant.

Additionally, Primary Bidders must quality assure working practices. For all domestic schemes there is a requirement to survey and report on the quality of installation in a minimum of:

- 25% of homes receiving cavity wall insulation and 5% of homes receiving loft insulation measures. The Primary Bidder must ensure that there is an equal split of inspections across all Primary Bidder and sub-contractor installs, apportioned to the number of measures installed. Quality Monitoring must be carried out on a monthly basis so any issues identified can be addressed promptly and appropriate action taken. Where a property receives both measures and has been selected for inspection the quality monitoring inspection must include both measures.
- 100% of properties receiving a Whole House Solution, where heating measures are installed and if applicable where insulation measures are installed alongside heating if required. The quality inspection should comment on **all** measures installed (including heating and insulation) and how well the measures are working as a package (e.g. does the property have adequate ventilation given the range of measures installed). Quality Monitoring should be completed before monthly claim submission.
- 100% of properties receiving innovative measures.

For all non-domestic / commercial sector schemes, there is a requirement to survey and report on the quality of installation in a minimum of

- at least 10 per cent of installations where installations –cost less than £20,000;

- at least 50 per cent of installations where the price is from £20,001 to £50,000;
- 100 per cent of installations where the installation cost exceeds £50,000.

Primary Bidders must ensure that measures installed using NISEP funding conform to appropriate high-level quality standards and that quality monitoring procedures are followed, as outlined in the Framework Document. Please note that it is the responsibility of the Primary Bidder to ensure that any work carried out by a third party/sub-contractor meets the required quality standards and that, where necessary, remedial works are undertaken.

Any deficiencies identified in the quality monitoring process must be rectified, re-inspected, and signed off by both quality inspector and customer. Desktop inspections are appropriate on some occasions, such as, if labels are missing, a photograph will confirm that they have been added, in these circumstances, the Programme Administrator will accept confirmation that the Primary Bidder has checked that the customer is satisfied with the remedial action. Photos taken of remedials (for insulation only) should be GPS stamped to show the date and location of the photo.

For insulation installs the inspector must assess the accuracy of the metres<sup>2</sup> of the property against the metres<sup>2</sup> claimed under NISEP, to ensure no over-measuring takes place. Should any over-measuring be highlighted by the quality inspector, the Primary Bidder must notify the Programme Administrator within 10 working days. If the claim has been made and paid, a refund will be requested for the difference in measurement. If primary bidders become aware of consistent over-measuring by any subcontractor or installer, they must take appropriate action and detail this via the interim reporting schedule.

The inspector should also check that the property has adequate ventilation and meets the required standards. Primary Bidders should ensure that as part of the Quality Monitoring process for both heating and insulation fully funded schemes that customers are asked if any financial contribution has been sought. Please report on these findings as per the reporting schedule.

It is the responsibility of Primary Bidders to inform relevant bodies (i.e. BBA / KIWA, Gas Safe, OFTEC, MCS) of quality monitoring results where there have been significant failures or where concerns have been raised. Please ensure to make these terms transparent to sub-contractors before work commences under NISEP.

For both domestic and non-domestic schemes, first inspections should exceed a 90% pass rate for schemes with less than 100 installs and for schemes with more than 100 installs the first time pass rate is 95%. Primary Bidders should be taking appropriate action to ensure this. If there are high levels of failure, the Primary Bidder will have to provide assurances that all installs meet required standards. Quality monitoring is the responsibility of the Primary Bidder. Failure to meet the target pass rates and/or if there are significant customer complaints received, this may lead to a proportion of funding being withheld until the Primary Bidder can provide sufficient evidence to both the Programme Administrator and the Utility Regulator to show that the situation has been rectified and quality requirements are being met. Where quality inspections pass rates are lower than 90%, the Utility

Regulator reserves the right to withdraw funding from a Primary Bidder or reject a Primary Bidders request for future funding.

NISEP can only be used to fund the initial Quality Monitoring inspection. If there are additional works required to meet standards that have been identified at initial inspection, these works can be funded under NISEP. NISEP funding cannot be claimed for either re-inspections of remedials (due to poor quality installations), as these works should have been carried out to standard at time of initial install, or for any repairs (e.g. damage as a result of poor-quality installations). It is the responsibility of the Primary Bidder to ensure that re-inspection or repair fees, as a result of poor-quality installations, are covered, via the Primary Bidder themselves or their sub-contractor/managing agent. Primary Bidders should ensure sub-contractor / managing agent are aware of these costs. If costs are to be charged, invoice descriptions used should be transparent. It is also expected that this is included in any contractual arrangements.

Primary Bidders must refer to the above points in the Quality Monitoring section of the scheme submission form, and detail how this will be actioned with individual schemes.

Primary Bidders should make it part of the customer terms that customers are required to provide access to the property for quality inspections. It should also be made clear that failure to do so by the customer may require the customer to repay all or part of the NISEP funding that was provided.

Should bidders undertake schemes in conjunction with other organisations, such as the Northern Ireland Housing Executive (NIHE), then while, quality monitoring remains the responsibility of the Primary Bidder; it may be the case that these organisations will undertake the quality monitoring. Should this be the case, Primary Bidders must provide an outline of the quality assurance procedure adopted by the partner organisation for the scheme. Likewise, Quality Assurance procedures adopted by other nominated scheme partners may be used if suitable and agreed.

**NOTE: The Utility Regulator is continuing to consider whether the PAS 2030 and PAS 2035, DESNZ endorsed frameworks, should be made mandatory for all NISEP works. PAS 2035 covers how to assess dwellings for retrofit, identify improvement options, design and specify Energy Efficiency Measures (EEM) and monitor retrofit projects. In the interim however, for 2025/26, NISEP will continue with the current Quality Framework as outlined in this Framework Document. Should NISEP move towards a requirement for PAS 2030 and PAS 2035, Primary Bidders will be given notification in advance of 2026/27 schemes.**

### 6.3 Scheme Auditing

Primary Bidders are expected to respond to auditors' requests in a timely fashion and within the timeframe set by the auditor throughout the audit process. The auditor will provide feedback to the Utility Regulator should Primary Bidders not adhere to audit deadlines. Additionally, Primary Bidder's approval letters may also contain recommendations from the Auditor which are based upon the previous year's audit. Should a Primary Bidder either not adhere to timelines set, or fail to

address any recommendations on scheme delivery, the Utility Regulator will take this into consideration for the approval of funds in future NISEP years.

Once the two-year schemes are completed, an audit arranged by the Programme Administrator will take place after the Post Implementation Reports have been submitted, which covers measures installed in 2025/26 and 2026/27 NISEP years. The Primary Bidder must be present at the audit and have all the required paperwork/records available for inspection. The purpose of the audit will be to check that the scheme has been implemented in the manner approved by the Utility Regulator, and that the funding has been utilised as reported by the Primary Bidder. Primary Bidders are required to retain all paperwork relating to the scheme operation, procurement, indirect costs, additionality, performance and monitoring and make it available for audit inspection. This information shall be retained by the Primary Bidder for at least **seven** years after the scheme has been completed.

Additional funding streams that contribute to NISEP schemes (i.e. DfE additional funding) will be audited annually. Primary Bidders should refer to their Letter of Offer to ensure that they meet any specific funding requirements identified.

The following information is likely to be reviewed during Programme Administrator's audit:

- **Financial Information:**

The scheme costs, including but not limited to, evidence of cost of measure, Building Control/Planning Permission receipts, indirect costs (where applicable), and the customer/third party/Primary Bidder contributions to the scheme will be established, and checked against those claimed in the scheme's post implementation report. Invoices must be retained by the Primary Bidder and may be viewed to verify costs as part of the sample address checking.

The key aim will be to confirm the amount of NISEP funds spent by the Primary Bidder on the approved scheme.

- **Procurement:**

The audit will check that procurement processes used to engage sub-contractors (such as scheme managers, installers, inspectors) and suppliers of measures are designed to ensure best value use of NISEP funding. All Primary Bidders should ensure that they retain an accurate record of their procurement process (see section 1.6 of this document for additional guidance and details).

- **Best Value for Money:**

The audit will check that the NISEP funds claimed are according to the principles of best value for money.

- **Installation of Measures:**

The audit will check that the types of measures installed are consistent with the approved scheme submission/variation. With regard to completed schemes, it will be necessary for the Primary Bidder to provide evidence that the numbers and types (including property types) of measures claimed in the PIR are correct and match records compiled across the two years

(25/26 and 26/27). There will be a 5% sample address check carried out on those schemes being audited (over and above any in-year address checks already made by the Programme Administrator).

The Auditor may check (not limited to):

- That all new oil and gas central heating systems include a condensing boiler and appropriate heating controls.
- Evidence that surveys are assessing the existing pipework for suitability of the new system and that a water pressure test has been conducted in relation to heating upgrades prior to commissioning of the system.
- That oil tanks have been disposed of safely in line with DAERA guidance.
- Evidence that where oil or LPG boilers have been replaced, they were over 15 years old or broken beyond viable economic repair.
- Fuel switch has been recorded from existing to new.
- That the age and type of the property has been recorded for each address
- The depth of loft insulation has been recorded for each address; previous levels of insulation should also be noted at survey stage.
- That lighting products delivered are EU A-rated for energy consumption.
- That appropriately trained/accredited installers and accredited products have been used.

The audit will involve physical inspection of the installations in a sample of properties.

- **Delivery Mechanisms:**

The audit will check that the delivery mechanisms and terms under which a scheme is offered to customers is in line with that described in the approved scheme submission/variation (as set down in section 4), including the involvement of any retailers or contractors. For priority schemes, evidence of the appropriate targeting of customers using the set vulnerability criteria will be sought. The Auditor will obtain supporting documentation from each Primary Bidder to confirm that staff interacting with priority customers will have had appropriate training to engage with vulnerable customers and that all staff entering customer homes will be Access NI checked. The Auditor will check that the organisation has a safeguarding policy and an appeals and complaints process in place etc.

- **Energy Savings:**

The audit will check that the scheme delivered the required energy savings and that there is supporting documentation to evidence savings achieved. Energy Savings will be calculated in accordance with the methodology used by the Programme Administrator.

- **Additionality:**

The audit will check that there is evidence to support the statement of additionality of the scheme made in the scheme submission. Evidence of additionality will be inspected and therefore should be retained for audit purposes.

- **Scheme Variations:**

The audit will check that appropriate approval was obtained for any variations to the scheme submission.

- **Monitoring:**

The audit will check the methodology the Primary Bidder had in place for:

- Quality assurance, with regard to the installation of measures (including how failures were rectified, what per cent of installations were checked, who carried out these checks, whether or not measures, in particular LEDs, are of a correct specification).
- Customer satisfaction (including the per cent of customers questioned and of those who responded how many were satisfied / dissatisfied. And the audit will also check how dissatisfied customers were dealt with and that all issues have been resolved).

Completed projects implemented under the NISEP will be subject to audit. The Framework Document gives details of how the audit will be conducted and the information that will be required to be presented. All Primary Bidders are expected to co-operate in full with the audit of NISEP. Primary Bidders have a responsibility during the audit to provide adequate and reasonable assurance in respect of the proper administration of the scheme(s) and ensure that any NISEP funding is claimed in an accurate and timely manner. The audit for 2025/26 and 2026/27 NISEP years will commence in quarter 2/3 of 2027. Primary Bidders are expected to fully comply with the audit requirements.

A full post implementation report for each scheme will be completed by Primary Bidders after the NISEP 2026/27 year and these will cover measures installed for both NISEP years. The audit will then also review both 2025/26 and 2026/27 years.

If funding has been allocated via additional funding streams an annual full Post Implementation Report (PIR) will be completed by the Primary Bidder in addition to an annual audit.

## GLOSSARY

**Carbon/Carbon dioxide emissions** – fossil fuelled power stations generate electricity by burning large amounts of fossil fuels to turn water into steam. These fuels contain carbon and during combustion this combines with oxygen to form carbon dioxide which is a greenhouse gas. Greenhouse gases are accepted as contributing to climate change.

**Carbon neutral** – a fuel source which captures carbon as it grows to release it during combustion may be regarded as carbon neutral since there is no net increase in carbon release.

**Commercial customers** - in relation to NISEP, eligibility is defined as any non-domestic premise except for fully funded public buildings (e.g. Government department buildings).

**Energy efficiency** – using less energy to provide the same level of energy service. For example, insulating a home allows a building to use less heating and cooling energy to achieve and maintain a comfortable temperature. Another example would be installing energy saving light bulbs instead of incandescent lights to attain the same level of illumination. Efficient energy use is achieved primarily by means of a more efficient technology or process rather than by changes in individual behaviour.

**Energy saving light bulbs** –Light Emitting Diodes (LEDs) are a cost-effective option for most general lighting requirements. LEDs are available to fit most fittings and are particularly good for replacing spotlights and dimmable lights, they are more efficient than CFLs and will save customers more money in the long term.

**Energy Services** - the physical benefit, utility or good derived from a combination of energy with energy efficient technology and or with action, which may include the operations maintenance and control necessary to deliver the service, which is delivered on the basis of a contract and in normal circumstances has proven to lead to verifiable and measurable or estimable energy efficiency improvement and/or primary energy savings

**Fuel poverty** – a customer is said to be in fuel poverty, or is deemed as ‘fuel poor’ if they need to spend more than 10% of their weekly income on energy in order to obtain an acceptable level of warmth

**‘Hard to heat’ or ‘hard to treat’ homes** – These are homes which are constructed with solid walls, i.e. without a cavity between the outer external wall and the inner wall surfaces.

**Non-priority domestic customers** – an identified domestic customer group who are not deemed as priority generally because they have the means to pay for the energy saving measures from within their own budget.

**Priority domestic customers** – this is an identified domestic customer group within the energy consumer sector. They are deemed as priority because they will benefit most from targeted energy efficiency, renewable energy and heating system measures. They are vulnerable on the basis of income and their ability to pay for energy particularly during cold periods.

**Public Service Obligation** – A Public Service Obligation (PSO) is a levy which is charged at a flat rate on all units of electricity demand and therefore paid by all electricity customers. The PSO levy is composed of a number of different components one of which is a charge for the NISEP.

**Renewable technologies** – generally, technologies which produce energy without consuming or depleting a fuel, deliver heat/power by extracting energy from the environment and which are driven from sources which can be replenished. Examples appropriate to buildings would be wind turbines, air source heat pumps, hydro-electric plants, biomass boilers or solar panels for heat or electricity (PV).

**SAP Rating** – SAP is the Government's Standard Assessment Procedure for the energy rating of dwellings. SAP 2005 is adopted by government as part of the UK national methodology for calculation of the energy performance of buildings. It is used to demonstrate compliance with building regulations for dwellings and to provide energy ratings for dwellings.

**Scheme Manager** – someone or an organisation who is contracted by the Primary Bidder to oversee the installations or programme of work.

**Scheme Partner** – refers to some other party who is a main contributor to the scheme in partnership with the Primary Bidder e.g. providing additional funding, providing access to the scheme participants and/or designing or setting up the scheme.

**Statutory Organisation** – an organisation which exists due to a legal or government requirement.

**Sub-contractor** – refers to some other party sub-contracted by the Primary Bidder (or other participant in the scheme acting on its behalf) to carry out work on the scheme e.g. installers or inspectors. This includes self-employed contractors who are not employees of the Primary Bidder or part of its organisation.

**Sustainable Energy Measures** – The materials and technologies which are used within homes to provide an improvement in energy efficiency. A measure could be the installation of insulation in a loft or cavity wall or a complete heating system.

**Trade Association** – a body which represents the constituent member organisations or individual members associated with a particular trade or activity.

## **ACRONYMS**

BRE – Building Research Establishment

CERT – Carbon Emissions Reduction Target

DESNZ – Department of Energy Security and Net Zero

DfE – Department for the Economy

DfC – Department for Communities

DHW – Domestic Hot Water

EEL – Energy Efficiency Levy

EPoS – Electronic Point of Sale

ESR – Energy Saving Recommended

EST – Energy Saving Trust

EU – European Union

LED – Light Emitting Diode

LPG – Liquid Propane Gas

MCS – Micro-generation Certificate Scheme

NIHE – Northern Ireland Housing Executive

NISEP – Northern Ireland Sustainable Energy Programme

OFTEC – Oil Firing Technical Association

ONS – Office of National Statistics

RPI – Retail Price Index

SHP – Social Housing Provider

TRV – Thermostatic Radiator Valve

# Appendices

# **Appendix 1**

## **Customer Satisfaction Survey Example**

## APPENDIX 1 – EXAMPLE OF CUSTOMER SATISFACTION SURVEY

### Northern Ireland Sustainable Energy Programme Customer Satisfaction Survey – Heating/Insulation Measures

You have recently received heating and/or insulation measures through the Northern Ireland Sustainable Energy Programme. In order to evaluate the success of the programme, it would be useful for us if you could take just a couple of minutes to complete this short questionnaire.

Name	
Address	

Q1	What measures did you have installed? <i>(tick all that apply)</i>	Loft insulation	<input type="checkbox"/>
		Cavity wall insulation	<input type="checkbox"/>
		New heating system	<input type="checkbox"/>
		New heating controls	<input type="checkbox"/>
		Thermostatic radiator valves	<input type="checkbox"/>

Q2	How satisfied were you with the quality of work undertaken by the installers?	Very satisfied	<input type="checkbox"/>
		Quite satisfied	<input type="checkbox"/>
		Neither satisfied nor dissatisfied	<input type="checkbox"/>
		Not very satisfied	<input type="checkbox"/>
		Not at all satisfied	<input type="checkbox"/>

Q3	How did you find the process to apply for NISEP funding?	Very Easy	<input type="checkbox"/>
		Easy	
		Not very Easy	
		Difficult	
		-	
-	<input type="checkbox"/>		

Q4	Are your fuel bills lower since the energy saving measures(s) installed? <i>(May not be applicable if no fuel bill has been received since installation).</i>	Yes	<input type="checkbox"/>
		No	
		If yes, please comment	

Q5	Were you given advice on how to control your heating system, at the same time as the work was carried out?	Yes	<input type="checkbox"/>
		No	<input type="checkbox"/>

Q6	How would you rate this energy advice?	Excellent	<input type="checkbox"/>
		Good	<input type="checkbox"/>

		Satisfactory	<input type="checkbox"/>
		Poor	<input type="checkbox"/>
		Very Poor	<input type="checkbox"/>
Q7	Overall, how would you rate the energy saving scheme?	Excellent	<input type="checkbox"/>
		Good	<input type="checkbox"/>
		Satisfactory	<input type="checkbox"/>
		Poor	<input type="checkbox"/>
		Very Poor	<input type="checkbox"/>

If you have any additional comments about any aspect of the work carried out, please use the space below.

*Thank you for taking time to complete the questionnaire, this information is very useful to us to ensure we get the best out of future Northern Ireland Sustainable Energy Programme schemes.*

*Please return the completed form to: (Insert scheme managers address).*

# Appendix 2

## Example of Vulnerability Matrix

NISEP Vulnerability Matrix			
Householder Name:		Address:	
Tel:			
Mobile:			
Nominated Third Party:		Tel:	
Relationship to Householder:			
Needs Assessment			
Household Occupancy Age/s	Rating	Select One	Additional Comments
Referring Householder Over 75	10		
Referring Householder Aged 18-59 with Child/children 5 and under	10		
Referring Householder aged 18-59 with Child/children aged 6-18	8		
Referring Householder aged 60-74	7		
<b>Assessment Score (    )</b>			
Household Health	Rating	Select All Approp	Additional Comments
Verifiable(Serious)health condition (May include but not limited to: cancer, dialysis, oxygen dependent, respiratory issues, Asthma)	10		
Disability Scheme (May include but not limited to: Blue badge scheme)	9		
Property has damp/mould (Provide location and details)	8		
<b>Assessment Score (    )</b>			
Household Heating	Rating	Select one	Additional Comments
No heating system	10		
Economy 7/coal/LPG	7		
Heating system Broken or 15+ years old (Oil/gas)	5		
<b>Assessment Score (    )</b>			

Needs Assessment Continued			
Existing Insulation Measures	Rating	Select Two	Additional Comments
No cavity wall insulation/ Solid wall property	5		
Defective cavity wall insulation	2		
No loft insulation	5		
Defective loft insulation	2		
Assessment Score (      )			
Additional Needs /Services Required/ Onward Referrals			
<p>(For Example: Age NI, Affordable Warmth, Assisted bin lift, Benefit Entitlement Check, CLARE Project, Red Cross, Fold Floating Support, Falls Prevention Team, Home Safety / Handy man, Good Morning Service, NIFRS, Environmental Health, PCSP (security measures), Winter Warm Pack, Food Banks, Connected Community Hubs)</p>			
Assessment Outcome	Max Points Available	Points	Assessed Vulnerability Rating
Occupancy Age	10		<b>Low-Medium</b> <input type="checkbox"/> <b>High</b> <input type="checkbox"/> Low-Medium 1-38 High 39-57
Health	27		
Heating	10		
Existing Insulation	10		NISEP Referral
			Referred to: _____
<b>Max Points Available</b>	<b>57</b>		Referral Date: _____
<b>Total Assessment Points</b>			
Referring Agent Details			
Name: _____		Organisation: _____	
Signature: _____		Address: _____	
Date: _____		Email: _____	
Tel: _____		Tel: _____	

## **Appendix 3**

# **Guidance on the use of Energy Efficiency and Sustainable Energy Measures**

## APPENDIX 3 – GUIDANCE ON THE USE OF ENERGY EFFICIENCY AND SUSTAINABLE ENERGY MEASURES

The following provides guidance on the installation of sustainable energy measures. Where appropriate, reference is made to relevant British Standards or guidance notes. An overview of British Standards is available at the BSI website at the following address. Copies of the Standards can also be ordered through this site.

This Appendix is for guidance only and does not provide an exhaustive list of relevant Standards. British Standards and other legislation are subject to ongoing update - it is the Primary Bidder's responsibility to ensure that all relevant Standards and Legislation are followed when implementing NISEP schemes.

**Primary Bidders undertaking non-domestic /commercial schemes must use products that are currently on the energy technology list wherever possible:**  
<https://etl.energysecurity.gov.uk/>.

If the Primary Bidder proposes products for installation that are not on the list, they must provide evidence to the Programme Administrator that they meet relevant safety and quality standards, as well as evidence of product performance.

### 1.0 INSULATION MEASURES

#### 1.1 Loft Insulation

Loft insulation provided under NISEP schemes should ideally be installed to a depth of 300mm. Depths of less than 300mm will only be considered for the accreditation of energy savings where it is physically impossible or unsafe to install 300mm.

Where downlighters exist in ceilings, Primary Bidders should ensure appropriate covers are installed for fire safety compliance. Primary Bidders are able to claim for the cost of the downlighter covers as part of the cost of measure.

Removal of existing loft insulation material should only be carried out if the insulation material is defective. Where there is no failure of the pre-existing product, removal of any pre-existing loft insulation is not permitted solely to allow a 0-300mm job and the associated energy savings. A Primary Bidder can only claim energy savings for the amount of new insulation that is actually required to be installed to provide a minimum of 300mm depth.

The Programme Administrator uses a measure's lifetime to gauge when a measure at a specific property address may need replaced. For example, if loft insulation was installed to required standards 3 years previous, and there has not been some specific incident causing damage, it would not be reasonable for it to be replaced after 3 years based on the measure's lifetime. Therefore, the Programme Administrator would request further documentation to support a claim. In the scenario of loft insulation top ups, again the Programme Administrator would require documentation to support a claim.

**The lifetime of loft insulation is assumed to be 42 years.**

Loft insulation products must be compliant with the following British or European Standards:

**BS EN 13162:2012+A1:2015** – ‘Thermal insulation products for buildings. Factory made mineral wool (MW) products. Specification This document details the standards loft insulation materials must meet to be eligible as a qualifying action under the Order.

**BS EN 5803 Part 5:1985** – ‘Thermal insulation for use in pitched roof spaces in dwellings. Specification for installation of man-made mineral fibre and cellulose fibre insulation.’ This standard specifies the requirements when installing loft insulation in pitched roof dwellings.

**BS 5250:2021** -Management of moisture in buildings. Code of practice

All lofts insulated by a NISEP scheme must include, where appropriate, loft boarding in order to provide safe access to the cold water tank. When insulating lofts, the loft hatches must be insulated and draught sealed.

In addition to these requirements, good practice when insulating roof spaces requires the insulation of the cold water tank and associated pipe work. The relevant British Standard is:

**BS 5422:2023 – TC**– Thermal insulating materials for pipes, tanks, vessels, ductwork and equipment operating within the temperature range –40 °C to +700 °C. Method for specifying:

Cases of condensation in newly insulated lofts have been identified in previous programmes. There are several factors that can lead to condensation in lofts, such as failing to draught seal the loft hatch or the blocking of loft vents with insulation. Scheme managers must ensure that their installers take care to minimise the risk of condensation when installing loft insulation.

Insulation installed to 300mm ensures that the loft has a U-value of 0.16W/m<sup>2</sup>K, based on the product installed having a lambda of 0.044W/mK. Suppliers can be accredited for installing other insulates, although the lambda will need to be verified and the thickness recorded to ensure that the loft has the U-value of 0.16W/m<sup>2</sup>K.

Primary Bidders must also ensure that where loft insulation is installed that ventilation requirements meet required standards.

## 1.2 Cavity Wall Insulation

The energy savings associated with cavity wall insulation are displayed in the Scheme Submission Spreadsheet. The energy savings differ between homes constructed over the age ranges outlined in the submission spreadsheets. Installers must therefore provide the age of the property insulated when reporting to energy suppliers, to enable Primary Bidders to accurately report on their completed schemes.

A declaration from the surveyor and clear evidence must be provided, should a Primary Bidder wish to record an install different from the two scenarios above.

The lifetime of cavity wall insulation is assumed to be **42 years**.

The cavity wall insulation material installed must result in a U-value equivalent to

or better than 0.50W/m<sup>2</sup>K and must be certified by an appropriate UKAS accredited certification body (BBA or similar). If using an accreditation body other than BBA please provide the Programme Administrator with the relevant information for consideration and approval. The following British Standards and must be conformed with:

**BS EN 13162:2012+A1:2015** – Thermal insulation products for buildings. Factory made mineral wool (MW) products.

**BS EN 16809-1:2019** - Thermal insulation products of buildings. In-situ formed products from loose-fill expanded polystyrene (EPS) beads and bonded expanded polystyrene beads. Specification for the bonded and loose-fill products before installation.

**BS EN 16809-2:2017** - Thermal insulation products of buildings. In-situ formed products from loose-fill expanded polystyrene (EPS) beads and bonded expanded polystyrene beads. Specification for the bonded and loose-fill products after installation.

**BS 8104:1992** - Code of practice for assessing exposure of walls to wind-driven rain.

The suitability of full fill cavity construction is dependent on the exposure of the site and the nature of the outer leaf. Further information is given in BRE's BR262 'Thermal Insulation: Avoiding Risks', NHBC Standards, and Zurich Building Guarantees Technical Manual.

### **Best Practice Guidelines**

**PAS 2030 - Installation of Energy Efficiency Measures in Existing Dwellings:**  
<https://www.bsigroup.com/en-GB/insights-and-media/insights/brochures/pas-2030-installation-of-energy-efficiency-measures-in-existing-dwellings/>

### **Partial Fill Cavity Wall Insulation**

Partial fill insulation is permitted under NISEP and must meet technical standards as outlined by an appropriate body such as BBA or CIGA. Energy savings pertaining to partial fill jobs were deemed to be 25.9% of the original post-1976 full cavity wall insulation savings for all property types and fuels for partial fill jobs. However, the methodology has now changed and the savings are now calculated using a SAP based model, which is in line with the majority of the other savings, this makes the partial fill cavity wall savings more consistent and comparable with the other savings. It is expected that all Primary Bidders offering Cavity Wall Insulation as part of their scheme will provide a partial fill if the customer requires this.

**It is assumed that any property built between 1991 and 2012** and receiving cavity wall insulation will be a partial fill install and recorded as such on relevant paperwork and on PIR spreadsheets. Older properties which receive partial fill must still be declared and clearly identified on submission and PIR spreadsheet.

**Properties built after 2012 should not require cavity wall insulation and therefore will not qualify for NISEP funding.**

A declaration from the surveyor and clear evidence must be provided, should a Primary Bidder wish to record an install different from the two scenarios above.

### **CWI Extraction and Refill**

Extraction and refill jobs are permitted, providing they account for no more than **50%** of cavity wall insulation measures for Priority Individual Measure schemes. The cap is not applicable to Priority Whole House Solution or Priority Innovative schemes. The costs for extraction and refill must be completed as part of the Scheme Submission Spreadsheet.

In Non-Priority schemes, the cap does not apply. The grant levels have been set for Non-Priority extract and refill works as £1000 or 40% of the total cost of the job (whichever is lower). Where extraction and refill jobs are being carried out, they should only be done where the existing insulation material is defective, and the property is more than 20 years' old. Documented evidence is required to support these checks. Extraction and refill is not permitted solely to remove old fibre and replace with new bead where there is no failure of the pre-existing product. Should the property be less than 20 years old, and the existing insulation material defective, prior approval from the Programme Administrator must be sought with paperwork submitted to the Programme Administrator to support the requirement for extraction before any works commence.

NISEP cannot fund works that are covered under an existing wall insulation guarantee. Primary Bidders must check with customers if a guarantee is in place and ensure customers access the guarantee in the first instance should there be issues with their existing insulation. Appropriate checks must be in place with documented evidence to support this.

Primary Bidders must ensure best value of NISEP funding and be able to demonstrate this requirement has been met at Audit stage and upon request by the Programme Administrator.

Extraction and refill installations are required to have a cavity cleaning/cavity extraction certificate from a suitable provider which will be requested at audit along with other accreditation certificates.

Primary bidders are responsible for ensuring they remain within the cap. The cap of 50% must not be breached. Should the cap be breached, the extraction cost of a job will not be paid by NISEP, (or if paid in a previous claim, the cost of extraction will need to be refunded to NISEP). NISEP will only fund the refill element of any extract and refill job which is above the 50% threshold.

The Utility Regulator reserves the right to withhold payments should the 50% cap be breached. Any breach of the 50% cap may impact future allocation of funding and approval of future schemes.

### **Wall Insulation Guarantee Certificates**

A valid wall insulation guarantee i.e. CIGA, Quality mark (or equivalent) must be provided to the customer when the wall insulation work has been completed. A copy of the certificate must also be provided to the Programme Administrator. If

using a guarantee body other than CIGA or Quality mark, please provide the Programme Administrator with the relevant information for consideration and approval. In providing approval, the Programme Administrator and Utility Regulator make no judgement as to the likelihood that a particular guarantee will be honoured if the issuing body ceases to exist or does not have sufficient funds to honour the guarantee.

The Utility Regulator reserves the right to review our best practice guidelines in relation to the accepted wall insulation guarantee certificates during the NISEP year. It is the Primary Bidders responsibility to ensure that the customer is left with sufficient paperwork in order to make a claim (if needed) under a guarantee.

### 1.3 Draught Proofing

When calculating the draught proofing energy savings, our modelling assumes that draught proofing strips and seals are not present around doors and windows. To merit the accreditation of the energy savings listed in the Submission Spreadsheet, dwellings should not already have draught proofing strips or seals present. Typically, this refers to dwellings with wooden sash windows and wooden doors, but also old uPVC windows and old uPVC doors that have original draught proofing strips that have failed, have worn out or are missing.

The lifetime for draught proofing measures is assumed to be 10 years.

The British Standard relevant to the materials used for draught proofing is:

**BS 7386:1997** – ‘Specification for draught strips for the draught control of existing doors and windows in housing.’ This Standard specifies the requirements for products to fit the common types of installed doors and windows in housing not originally designed to incorporate draught stripping.

**BS 7880:1997** – ‘Code of practice for draught control of existing doors and windows in housing using draught strips.’ This standard specifies the requirements when installing draught-proofing.

### 1.4 Hot Water Cylinder Insulation

The energy savings for cylinder insulation are calculated using the BRE model.

A lifetime for cylinder insulation is assumed to be 10 years.

The relevant British Standard for cylinder insulation is:

**BS 5615:1985** – ‘Specification for insulating jackets for domestic hot water storage cylinders.’ This Standard specifies the performance, in terms of the maximum permitted heat loss, the materials, design and marking of jackets for cylinders to BS699 and BS1566.

### 1.5 Reflective Radiator Panels

The energy savings shown below are attributable to reflective radiator panels constructed in a 'louvered' or 'saw toothed' fashion (with raised ridges) and incorporating a reflective surface, which is by far the most common method of design.

The energy savings on a 'per square metre installed basis' are 86.9kWh/annum for gas heated homes and 86.7 KWh for oil heated homes of solid wall construction. These savings are attributable to panels installed behind radiators on external solid brick walls.

The above data is based on measurements on a panel with a reflective surface. Panels are available which do not have a reflective surface, in which case its effect on energy saving should be taken as one half of the above value.

Radiator panel energy savings should be calculated on a 'per panel' basis. This calculation requires the assessment of the area of the reflective radiator panel, which should then be applied to the data shown above. For example, a panel with a surface area of 0.3 square metres would achieve energy savings of 26kWh when installed.

In submitting such schemes, the scheme submission spreadsheet assumes the number of panels required per property type; therefore, the Primary Bidder must enter the number of properties as opposed to the number of panels, allowing the overall scheme savings to be calculated correctly.

A measure lifetime of 10 years should be assumed for radiator panels.

## 1.6 Solid Wall Insulation

Energy saving figures are available from the Energy Saving Trust for a variety of different solid wall insulation products and for a range of target U-values.

Solid wall installation (internal or external) is typically installed to achieve U-values of 0.30 W/m<sup>2</sup>K.

The lifetime of solid wall insulation is 36 years.

The following technical standards and specific requirements apply and solid wall insulation materials must conform to the following British or European Standards:

**BS EN 13914-1:2016** – 'Design, preparation and application of external rendering and internal plastering – Part 1: External rendering.' This standard specifies the materials, aspects of design, mixes and methods of application of cement-based renderings to all common types of new and old backgrounds. It also includes advice on the inspection and repair of defective renderings.

**BS 8000-8:2023**– 'Workmanship on construction sites - Design and installation of dry lining systems. Code of practice'

When solid wall insulation is composed of material for which no British or European Standard exists, the material must be certified by the British Board of Agrément (BBA), or another UKAS Accredited Technical Approval Body for their thermal performance.

## **Guidelines**

Guidelines for solid wall insulation (of an existing wall) recommend an improvement to the U-value of 0.30W/m<sup>2</sup>K in line with Building Regulations. Further details are provided in the following publication:

## **Best practice**

Retrofit internal wall insulation – Guide to Best Practice:

<https://assets.publishing.service.gov.uk/media/614b30aad3bf7f718a54c0be/iwi-guidance.pdf>

## **2.0 LIGHTING MEASURES**

### **2.1 LED Lighting**

LED lighting that is suitable for domestic applications is being developed by a wide range of manufacturers. The most common LED products available are replacements for existing halogen reflector lamps (spotlights). The benefits are low power consumption and an extremely long lifetime. Compact Fluorescent Lamps (CFLs) in domestic properties and halogen lamps are no longer eligible measures under NISEP. LED bulbs installed via NISEP should be A+ rated.

Schemes that plan to install LED lamps should ensure that the performance of the lamps meets the requirements of this Standard: 2009/125/EC Eco design requirements for directional lamps, light emitting diode lamps and related equipment. Primary Bidders should contact the Programme Administrator if guidance on the suitability of specific products is required.

In the scheme submission spreadsheet, there is a 'lighting inputs' tab. For domestic schemes, the replaced lamp wattage assumed will be standardised at 60W and the assumed lamp usage per year will also be standardised at 577 hours. The Primary Bidder will only be required to input the anticipated 'new lamp wattage' and 'lamp lifetime hours', 'number of bulbs' to be installed along with the relevant costings. To support lighting replacement for Priority Domestic Schemes, the wattage of the bulbs installed will be captured in the master claim spreadsheet. The original bulb being replaced is assumed at 60W. At PIR stage the Primary Bidders will report on the actual 'lamp lifetime hours' as displayed on the product spec of the lamps purchased and installed and support the lamp wattage as recorded in the master claim spreadsheet. Where the life status is shown as 'ongoing' the manufacturer's claimed lifetime (i.e. as shown on the packaging) should be entered.

This will then calculate the saving per lamp.

Primary Bidders must also enter the number and cost per lamp into the relevant cells.

Commercial LED schemes should have savings calculated based on the on-site survey that will include operating hours, wattage of new lamps and wattage of old lamps etc. These should be entered manually into the electrical inputs tab, with all background calculations detailed on the further breakdown tab.

However, for Commercial Lighting schemes, not all lighting on a site will be used for the same amount of time so there could be many individual calculations

required at a given site. Therefore for all Commercial Lighting Schemes, lifetime years should be based on approx. running hours. For sites with broadly continuous operations: Enter energy savings over a 9-year lifetime and for sites with up to 12 hours operations per day: Enter energy savings over a 20 year lifetime. Primary Bidders must provide the rationale of site mix entered.

For schemes installing variable speed drives, compressors or other energy efficient technology, the measure lifetime entered into the scheme submission spreadsheet must be based on the manufacturer's declared lifetime (in hours) divided by the operational hours of the site, with a maximum accepted lifetime of 15 years. For example, a site operating for 8,000h per year receiving a variable speed drive with a rated lifetime of 100,000h would claim savings over a lifetime of 12.5 years (100,000 / 8,000). Again, Primary Bidders must be able to provide background and supporting documentation for lifetime years entered. Primary Bidders should contact the Programme Administrator in advance of scheme submission for further advice and guidance on lifetime years.

### 3.0 HEATING MEASURES

#### 3.1 Boilers

Any new boiler provided by a NISEP scheme should be gas fired wherever gas is available to fuel it. Primary Bidders must ensure that scheme criteria state that if gas is available it will be installed.

Schemes replacing old oil boilers should ensure that the make, model type and age of the boiler is recorded.

Boilers installed in schemes must be 'A' rated. A database of boiler efficiency can be found at:

<https://www.ncm-pcdb.org.uk/sap/searchpod.jsp?id=17>

It indicates the energy efficiency of all currently available boilers.

The lifetime assumed for boilers is 16 years.

Several British Standards also apply:

**BS 5440-1:2023** – 'Chimneys, flue pipes and ventilation for gas appliances of rated input not exceeding 70 kW net (1st, 2nd and 3rd family gases) - Design, installation, commissioning and maintenance of chimneys. Specification'

**BS 5440-2:2023 - TC** – 'Chimneys, flue pipes and ventilation for gas appliances of rated input not exceeding 70 kW net (1st, 2nd and 3rd family gases) - Installation and maintenance of ventilation provision for gas appliances. Specification'

**BS 6798:2014** – 'Specification for selection, installation, inspection, commissioning, servicing and maintenance of gas-fired boilers of rated input not exceeding 70 kW net.'

**BS 7671:2018+A1:2020** – Requirements for Electrical Installations. IET Wiring Regulations.

**BS EN 14336:2004** - Heating systems in buildings. Installation and commissioning of water-based heating systems.

**BS EN 12828:2012+A1:2014** - Heating systems in buildings. Design for water-based heating systems.

**BS EN 12831-1:2017** - Energy performance of buildings. Method for calculation of the design heat load. Space heating load, Module M3-3.

Primary Bidders must adhere to all legislation pertaining to back boilers to which Primary Bidders are legally obligated to comply with. Please refer to the relevant Building Control legislation and the Health & Safety Executive: <https://www.hse.gov.uk/services/localgovernment/boilers.htm>

It is the Primary Bidder's responsibility to meet all required standards regarding the safety of back boilers.

For further guidance please refer to the guidance referred to in building control documents:

[https://www.buildingcontrol-ni.com/assets/pdf/TB\\_Part\\_F1\\_2022\\_On-Line\\_Publication.pdf](https://www.buildingcontrol-ni.com/assets/pdf/TB_Part_F1_2022_On-Line_Publication.pdf)

### 3.2 Heating Controls

The Submission Spreadsheet enables the calculation of energy savings for smart heating controls referred to as 'Intelligent Heating Controls' within the spreadsheet. The savings are calculated by entering the existing controls scenario before installation, and then entering the type of heating controls installed by the scheme.

The spreadsheet assumes one 'package' for smart controls 'Package C/D/E' to 'Package F' (replace Room Stat with Intelligent heating control)\*.

Installations must meet the standards outlined in the guidelines to the Northern Ireland Building Regulations 2012.

<http://www.buildingcontrol-ni.com/regulations>

In addition, heating controls must all be installed in line with:

**BS 7671:2018+A2:2022** – 'Requirements for Electrical Installations. IET Wiring Regulations'.

**BS EN 14336:2004** – 'Heating systems in buildings. Installation and commissioning of water based heating systems'.

**BS EN 12828:2012+A1:2014 – ‘Heating systems in buildings. Design for water-based heating systems’.**

**BS EN 12831-1:2017 – TC – ‘Energy performance of buildings. Method for calculation of the design heat load. Space heating load, Module M3-3’**  
A lifetime of 12 years is assumed for heating controls.

The Scheme Submission Spreadsheet should be used to calculate the energy savings from heating controls. The spreadsheet contains savings options for either installing heating controls in tandem with a new boiler or installing controls only. The numbers of each type of control package to be installed should be entered and the results are linked automatically to the summary page.

TRVs should be fitted on all radiators in a dwelling except in rooms where there is a room thermostat. The number of TRVs that can be fitted in a dwelling is dependent on a number of factors such as the number of rooms and the number of radiators present. The savings are based on the house type and bedrooms entered.

### 3.3 Disposal of Oil Tanks

Primary Bidders must adhere to NIEA’s guidance on ‘the disposal of oil tanks in a controlled manner’ which came into effect from 1st January 2020.

Primary Bidders must consider the following: if the customer wishes to keep possession of the oil tank, according to NIEA, this is accepted, as it is not being discarded as waste, with the important proviso that any residual oil in the tank is drained off for use directly as heating oil or disposed of to an authorised facility. The installer must record that the customer has opted to retain the tank.

Primary Bidders should also support priority customers and signpost them to organisations to aid with the drainage of oil before the planned install date to ensure they can adhere to the guidance.

If the oil tank has already been disposed of before a gas installation, the customer may be in breach of the existing Hazardous Waste Regulations (Northern Ireland) 2005, if there is no record that the tank has been disposed of to an authorised waste facility. It must then be recorded by the installer that there was no oil tank in situ when the gas installation was performed. Please seek further guidance from DAERA if this situation arises. Evidence may be requested at audit.

For guidance on the safe disposal of oil tanks, please refer to the DAERA site. It is the Primary Bidder’s responsibility to meet all required standards regarding the safe disposal of oil tanks.

## 5.0 RENEWABLE ENERGY SCHEMES

This section provides information on factors considered when quantifying the benefits of installing micro generation measures. This section will not provide energy saving data for all micro generation measures. The Energy Saving Trust undertakes field trials of micro generation measures and is continually updating energy saving assumptions based on the results.

If your scheme submission includes solar thermal panels (solar heating panels), photovoltaic panels (solar electricity panels) or air source heat pumps, then there is a separate renewable scheme submission spreadsheet that will allow you to calculate your standardised savings and calculate actual impact during the post installation review (PIR) stage. The spreadsheet will output the savings and costs which you can copy into the main SSS where it will be added to the results.

The calculations in the renewables scheme submission spreadsheet uses weighted average energy savings in the standardisation section. This means that the savings take into account Northern Ireland's house type mix and fuel type mix resulting in a single energy saving for each of the three renewable types. The post installation report (PIR) section calculates the savings according to the house type, fuel type and bedroom number selected allowing for more bespoke savings to be outputted. All energy prices and carbon factors used in the tool are updated in line with main scheme submission spreadsheet assumptions.

### **Solar thermal panels (solar heating panels)**

Savings are based on Energy Saving Trust's field trial data.

Solar Keymark products are considered to be equivalent to MCS and therefore are permitted to be installed.

### **Photovoltaic panels (solar PV, solar electricity panels)**

Savings within the tool are based on a 4kWp system assuming the occupants are in the household from 6pm per day. The savings represent the reduction of electricity needed to be imported in from the electricity grid, it does not include any export payments.

### **Air source heat pumps**

#### **Savings**

Savings are based on modelling that assumes an SPF of 3.09. The oil or gas heating systems being replaced by an air source heat pump is assumed to 75% efficient. These are assumptions for the benefit of modelling savings only and should not be used as eligibility requirements, please see the next section for all eligibility requirements.

Eligibility - For NISEP Domestic Schemes, where Air Source Heat Pumps (ASHP) are an offering, the Primary Bidder must comply with the following requirements.

(NB: Evidence to support compliance will be requested through the payment claim process, interim reports, and at Audit Stage.)

Please note, should there be any changes to the requirements listed below, Energy Saving Trust will contact the Primary Bidder directly.

### **Eligibility – Heat pump type**

- NISEP currently only supports air-to-water heat pumps. Air-to-air, ground source and water source heat pumps are not supported. High temperature air-to-water heat pumps (i.e. those capable of providing flow temperatures above 55°C) may be supported provided evidence is provided that a standard temperature heat pump is not suitable.
- Hybrid heat pumps and systems are currently not offered under NISEP, as they are currently deemed as unproven technology in terms of the likely financial and carbon savings. We are constantly reviewing new data and technologies, so this is subject to change in the future.

### **Eligibility – Microgeneration certification scheme (MCS)**

- Air source heat pump products should be listed on the European Energy Labelling Directive as well as being MCS accredited. Installers should refer to the guidance on the MCS website: <https://mcscertified.com/standards-tools-library/>
- The Microgeneration Certification Scheme (MCS) has been set up to ensure that the quality of micro generation products and their installation is of an appropriate standard. Micro generation products, design of systems and installation in NISEP schemes must be accredited by the MCS and they must be installed by a MCS accredited installer. Primary Bidder must retain documentation to support this requirement for review on request. Further details on the MCS can be found at the following web link: <http://www.microgenerationcertification.org>

### **Eligibility - Property requirements for air source heat pump installations**

- The scheme is open to any suitable properties which is replacing or upgrading a heating system. This includes properties with oil, LPG or natural gas boilers which are 15 years old or more, or where the boiler is broken beyond economical repair. Properties with coal heating or non-ERP Compliant electric storage heaters, or properties with no existing central heating system are also eligible. Customers who have existing electric heating can upgrade to an air source heat pump.
- The property will have existing or will receive correctly sized radiators, as per the MCS calculator recommendations.

- A property will be deemed suitable if an MCS compliant heat loss calculation can be provided demonstrating suitability for an air source heat pump, with appropriately sized radiators and potentially upgraded cavity wall and loft insulation, as defined by the MCS heat pump calculator tool. Both CWI & Loft Insulation will be available under the NISEP scheme. Should the heat loss calculation suggest a property is suitable for a heat pump without additional CWI and/or loft insulation, these measures should still be installed if specified on the building survey.
- CWI and Loft insulation (full or top up) should always be installed when the property survey suggests they are required unless there are exceptional circumstances which mean these measures are not suitable / possible. If not deemed suitable / possible, the reasons for this assessment must be clearly documented in survey paperwork and subsequent claim submission documentation.

### **Primary Bidder Responsibility**

- Primary Bidders should be knowledgeable in average running costs of each heating system / fuel type and are fully responsible for ensuring that customers, when signing up to a NISEP grant for a heating conversion, are fully aware of the typical running costs and financial implications. It is the Primary Bidder's responsibility to ensure all communication with the customer covers running costs and therefore should a customer query a negative financial benefit post install, the Primary Bidder is responsible for resolving the query, not the NISEP programme, Utility Regulator or Energy Saving Trust.
- Tariffs of various fuel sources are unpredictable, however replacement of the heating equipment with an air source heat pump should aim to not leave the recipient in a situation where they have higher annual heating costs than before.
- Should a heating conversion to an air source heat pump, be calculated to not bring financial benefits (but energy and carbon benefits) the customer needs to be fully aware of this. Applicants need to be aware that future fuel prices cannot be predicted and fluctuate over time therefore no guarantees can be given regarding annual running costs of the air source heat pump but their decision to avail of NISEP should be based on the lifetime benefit of the air source heat pump (12-15 years) and not in the short term.

### **Customer expectations, education, and support**

- Full transparency and managing customer's expectations is essential. Before application is approved, customers must be provided with a full and transparent comparison using the MCS calculation, so the customer is fully aware of potential cost differences from going from their pre-existing heating system to a heat pump system.
- A signed document by the customer must be retained by the Primary Bidder to support that this information has been shared and understood by the customer and the customer has agreed to progress with the application. This comparison

should highlight the variation in heating costs on a month-by-month basis, using a Typical Meteorological Year in Northern Ireland.

- The table below indicates the proportion of heat and hot water required for these illustrations, and the pricing should use utility prices that the customer is paying at the time of the installation, and the assumption should be made that the heat pump performs at an SPF of 3.09. The primary bidder will need to retain copies of relevant bills to support their calculations (to be shared with Energy Saving Trust at PIR stage). Figures should be rounded to the nearest £5.

	Jan	F	M	A	M	J	J	A	S	O	N	Dec	
Boiler	14%	12%	11%	10%	7%	5%	2%	2%	5%	9%	11%	12%	100%
ASHP	16%	14%	10%	7%	5%	4%	4%	4%	6%	7%	10%	13%	100%

### Worked running costs example:

**Pre-works**, the heating requirement of the house is 12,000 kWh for both heating and hot water using an oil boiler @66% SEDBUK efficiency, and oil costs 7.3p/kWh from the customer's bill. If the Primary Bidder cannot ascertain a SEDBUK figure for the boiler, assume 66% efficiency for all boilers.

**Post-works**, the heating requirement of the house is now 9,000 kWh for both heating and hot water following insulation works, and electricity costs 36.3p/kWh from the customer's bill. **Please ignore the efficiency of the heat pumps as recorded in the MCS calculator and assume a heat pump SPF of 3.09 for all the heating and hot water requirement when doing this calculation.**

In **January**, the figures entered would be respectively:

**Boiler:**  $(12,000 * 14\%) / 0.66 \times 7.3\text{pence} / 100 = \text{£}185.82$ , rounded to £185

**Heat pump:**  $(9,000 * 16\%) / 3.09 \times 36.3\text{pence} / 100 = \text{£}169.17$ , rounded to £170

- Where the customer is using solid fuel (wood or coal), please speak to the Programme Administrator for guidance.
- Installer must provide an explanation on the location of new equipment and changes to existing equipment locations or sizes. The installer must indicate how long it will take to do the work and how many people may be working on the installation.
- Customers must be supported throughout the process in relation to converting to an ASHP, from application stage through to install and provide the necessary training on how to operate the system most effectively.
- Customers must be given advice on how to use the air source heat pump at the time of the installation and how to use the heat pump control system including the impact of changing the settings on the heat pump itself.

- The installer must explain how the efficiency and running cost of the air source heat pump changes with different set temperatures.
- The customer must be provided with a contact should they have any issues with the air source heat pump or require further information on how to operate the heat pump.
- Customer must be provided with thermometer strips/cards per room, giving the customer the ability to monitor their internal room temperatures so that they are well informed about how their system is performing.
- The customer must be provided with an MCS compliant handover pack in a suitable quality binding that may be left with the installation to be passed on to future occupants of the house. The checklist for documents to be included can be found on the MCS website:

<https://mcscertified.com/wp-content/uploads/2019/08/MCS-Installation-Handover-Checklist-Heat-Pump.pdf>

- The pack should also include - a user-friendly one-page summary with Dos & Don'ts and emergency contact details, a comprehensive customer-friendly operating manual and all relevant guarantees and warranties. The servicing requirements to maintain the air source heat pump warranty should be explained to the customer and also included in the handover pack with a list of contacts for servicing and repairs.
- User friendly advice/educational material should be included that may not be covered in the manufacturer manuals. This additional material, where not covered by the manuals, should include information about:
  - how to operate the system as efficiently as possible
  - difference in temperature of radiators in heat pump systems vs boilers
  - the approach to using either intermittent or continuous heating
  - advice on domestic hot water heating that covers the requirement to inhibit legionella growth
  - impact of electricity tariffs on running costs.
- Primary Bidders must carry out quarterly reviews with the customer for the first year after installation, to ensure the customer is content with the system.
- A feedback CSAT questionnaire should be provided to the customer, for each ASHP install, allowing them to feedback to Energy Saving Trust / Utility Regulator.

### **QM Accreditations**

- The Quality Monitoring inspector must be suitably qualified to inspect all works carried out under NISEP by the Primary Bidder/Installer. Please refer to the Quality Monitoring section 6.2 and Appendix 3 in the Framework Document.

## **Planning permission and Building Control requirements**

- All installs must meet current Building Control and Planning Permission requirements.
- Primary Bidders must inform the customer of the Building Control/Planning Permission process and timelines prior to installation. Although the Primary Bidder/installer will make the initial application for Building Control/Planning Permission on the customer's behalf, the Primary Bidder must inform the customer of the level of information the customer must provide to support the application.

**Please contact the Programme Administrator for advice on renewable energy measures that may be considered for inclusion in NISEP schemes and for guidance on their installation.**

## **6.0 OTHER RELEVANT LEGISLATION**

The following legislation (not an exhaustive list) may or may not apply to works carried out during a NISEP scheme.

The legislation can be reviewed at the following website: <http://www.hmsso.gov.uk>

It is the responsibility of each Primary Bidder to ensure that they have carried out their schemes in accordance with appropriate legislation.

### **Construction (Health Safety & Welfare) Regulations 1996**

These regulations are aimed at protecting the health, safety and welfare of everyone who carries out construction work. They also give protection to other people who may be affected by the work.

### **Health and Safety at Work Act 1974**

(HASAWA) provides a wide, embracing, enabling framework for health, safety and welfare in the UK.

### **Construction Design and Management (CDM) Regulations 1994**

These regulations have been produced to ensure that Health, Safety and Environmental issues are addressed during the life-cycle of a building or plant.

### **Control of Substances Hazardous to Health 1994 (COSHH)**

This legislation prohibits work involving exposure to hazardous materials (chemicals, micro-organisms, gases, etc.) unless a 'suitable and sufficient' assessment of these exposures has been carried out.

### **Noise at Work Regulations 1989**

These regulations aim to protect workers from the risk of hearing damage due to excessive noise.

**Electricity at Work Regulations 1989**

The purpose of these regulations is to ensure precautions are taken against the risk of death or personal injury from electricity in work activities.

**Environmental Protection Act 1990**

The aim of this Act is to ensure that any potential polluting process has an authorisation from either the Environment Agency or Local Authority and that control measures are in place to prevent, minimise or render harmless emissions into the surrounding environment.

**Ozone depleting substances (ODS) regulation 2000**

This regulation affects users, producers, applicants, maintenance and servicing engineers, and those involved in the disposal of all ODS. These include chlorofluorocarbons (CFCs), hydro chlorofluorocarbons (HCFCs), halons, 1,1,1 trichloroethane, carbon tetrachloride and bromochloromethane (CBM). These substances are mainly used in refrigeration, air-conditioning, foam blowing, as solvents and in fire-fighting.

## **Appendix 4**

# **Role of the Programme Administrator and Relationship with the Utility Regulator**

## **APPENDIX 4 - ROLE OF THE PROGRAMME ADMINISTRATOR AND RELATIONSHIP WITH THE UTILITY REGULATOR**

### Appointment of the Programme Administrator

Under the terms of the Northern Ireland Electricity Networks Ltd. (NIE Networks) Licence the Northern Ireland Authority for Utility Regulation (the Utility Regulator) may appoint a Programme Administrator to oversee the detailed operation of the Northern Ireland Sustainable Energy Programme (NISEP). The role of Programme Administrator is defined by Condition 43 of the NIE Networks plc licence.

### Role of the Programme Administrator

The role of the Programme Administrator and the relationship with the Utility Regulator will be formalised by an agreement. The Programme Administrator (PA) must carry out the role defined in this agreement covering a 3-year rolling period.

The Programme Administrator shall agree to undertake the services or activities in accordance with this agreement, the full list of services are set out below:

#### 1. General Administration and Review of NISEP

- Providing an annual plan, including an invoicing schedule, at the start of April, to the Utility Regulator for ensuring the availability of sufficient trained staff, and appropriate administrative arrangements to deliver the service as detailed below;
- Developing and maintaining appropriate and detailed administrative processes and template documents for management of the NISEP, including the development of new processes and documents as required;
- Developing, maintaining and updating Primary Bidder and Energy Saving Trust tracking spreadsheets to contain summary information of schemes for each NISEP year. Tracking spent and unspent funds to ensure there is no overall overspend of NISEP funds and that underspend is reduced as far as possible;
- Assisting the Utility Regulator in developing the NISEP and, if required, putting forward proposals for appropriate energy saving targets, revisions to the rules and procedures of the programme. This will include an annual review of the operation and performance including the types of categories and schemes allowed;
- Undertaking other related activities as reasonably required by the Utility Regulator in relation to the NISEP. Where work is additional to that carried out under this agreement and is reasonably expected to incur

additional costs, this must be agreed by both parties before the costs are incurred.

- Completing a review following NISEP closure in 2027 that evaluates the overall success of the programme. The report should be forwarded to the Utility Regulator by the end of March 2028 and include metrics on the various measures installed, financial benefits to customers and the associated energy and carbon savings. This report will also include an overall assessment of the programme and customer satisfaction along with lessons learned for future energy efficiency schemes.

## 2. Liaison with Primary Bidders and registration of new applicants

- Advising potential applicants on the Primary Bidder registration process and criteria to be met;
- Processing applications for registration of Primary Bidders and keeping a record of their applications;
- Endorsing applicants who meet the criteria for Primary Bidder registration as laid out in the Framework Document and recommending to the Utility Regulator for approval;
- Providing ongoing advice and guidance to registered Primary Bidders throughout all stages of the design, implementation and reporting of schemes, including but is not limited to the following:
  - Providing points of clarification to ensure Primary Bidders are adhering to the Framework Document.
  - Regularly liaise or hold frequent meetings with Primary Bidders to ensure they are meeting their contractual requirements.
  - Liaising with Primary Bidders within the scheme year on quality monitoring issues.
  - Manage outside enquires from parties interested in NISEP.
  - Engage with outside stakeholders interested in NISEP such as Energy Efficiency Advisors, NEA and NIHE Energy Efficiency Grants team.
  - Deliver a seminar or host one-to-one sessions for Primary Bidders, as required, during the “call for schemes” phase to explain NISEP scheme submission requirements and processes.

## 3. Review and Updating the Framework Document

- Maintaining and updating the NISEP Framework Document on an annual basis, including relevant appendices. This includes updating figures in tables as appropriate and any other updates deemed necessary to the content of the Framework Document. Maintain the standardised approach

to a number of key assumptions in the Scheme Submission Spreadsheet for submitting bids through the Scheme Submission process;

- Evaluating and recalculating the cost effectiveness targets for each category of scheme on an annual basis, and within year if necessary, using the method described or as agreed with the Utility Regulator.

#### 4. Evaluation and Monitoring of Schemes

- Maintaining a model (the model and associated intellectual property belong to Energy Saving Trust), using Excel, for calculating energy savings and other benefits from schemes such as carbon savings and gross customer financial benefits. The model must be suitable for use by Primary Bidders to facilitate scheme development, submission and reporting and incorporate the calculation of energy savings and other benefits from schemes. The spreadsheet must be capable of calculating the energy savings in terms of discounted lifetime energy savings (GWh) as per the Framework Document but also capable of meeting the reporting requirements of the Energy Efficiency Directive<sup>1</sup> i.e. gross calorific annual savings (TWh). Providing a demonstration of the workings of the model to the Utility Regulator when requested to do so;
- Providing technical advice to Primary Bidders to assist in scheme development, to include training on the use of the model spreadsheet;
- Receiving scheme submissions from Primary Bidders with all the necessary associated documentation and information, to include a summary submission spreadsheet and summary submission form;
- Liaising with Primary Bidders as necessary to ensure the requirements of the Framework Document have been met in the development of each scheme;
- Assessing and endorsing scheme submissions and associated supporting documentation with reference to criteria laid out in the Framework Document, to include verification and validation of scheme proposals, cost-effectiveness of schemes and energy savings to be expected. Forwarding recommendations for award of funding to Utility Regulator for final approval (excluding assessment of VAT treatment by Primary Bidders);
- Ongoing assessment of progress of approved schemes with reference to the Framework Document. Overseeing the scheme variation process including endorsing proposed variations that are consistent with the Framework Document and where appropriate forwarding to Utility Regulator for approval;
- Assessing and processing monthly payment claims, with proof of work done, from Primary Bidders as outlined in section 2.5 of the Framework Document to include a sample size of 20%. (Excluding assessment of VAT treatment by Primary Bidders.)

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<sup>1</sup> Directive 2012/27/EU of the European Parliament and of the Council on Energy Efficiency  
NISEP 25/27 Framework Document V1.0

- Receiving and analyzing the three month statement, the five-month and eight-month interim progress reports from Primary Bidders and post-implementation reports for all schemes, with associated information, ensuring schemes are delivered as per approved submission/scheme variation;
- Ensuring final energy savings claimed for schemes are calculated correctly and adjusted if necessary in line with the parameters set out in the Framework Document. Liaising as required with Primary Bidders to ensure any queries are sorted out, any duplicate claims are removed and any monies claimed in error are returned before forwarding post-implementation reports to Utility Regulator for approval;
- Monitoring the NISEP budget and ensuring timely identification of pressures and easements;
- Maintain the standardised approach to a number of key assumptions in the Scheme Submission Spreadsheet for submitting bids through the Scheme Submission process.
- Undertake duplicate checks in year and across NISEP years between all NISEP schemes on a monthly and annual basis once PIRS have been submitted, liaising with Primary Bidders where relevant on duplicates found to resolve the duplicate or until a refund has been made.
- Liaise with NIHE and Invest NI on duplicate checks between NISEP and other Government funded schemes on at least a quarterly basis with NIHE and at least an annual basis with Invest NI, using a secure mode of transfer of NISEP data to the relevant bodies for checking.

## 5. Maintaining Records, Auditing and Reporting

- Keeping and maintaining, in an easily accessible manner, adequate records of all approved and unapproved schemes and associated documentation. Holding records and associated data for all schemes currently and previously undertaken including scheme submissions, scheme variations, interim reports, outputs in terms of measures installed and energy savings and funding spent. Also retaining all other NISEP related records required to perform the activities associated with the PA role, for seven years from the end date of the individual scheme year, as per the Data Sharing Agreement between the Utility Regulator and Energy Saving Trust All scheme records and data must be handed over to the Utility Regulator at the end/termination of the PA Heads of Agreement and the PA will no longer retain any NISEP documents after termination;
- Providing the Utility Regulator with monitoring information on the geographical spread of domestic measures funded by NISEP, reported as a percentage split of measures per District Council Area;
- Providing additional analysis and statistics relating to NISEP schemes as reasonably required by the Utility Regulator. If data other than that which Energy Saving Trust as Programme Administrator is required to hold, is

requested by Utility Regulator, this may incur additional cost which must be agreed by both parties before the data is provided;

- Identifying where improvements to processes, procedures, data-capture and data accuracy can be made;
- Engaging an independent qualified auditor or accountant to: Carry out an audit on 100% of NISEP schemes (where NISEP funding has been claimed) from each Primary Bidder, after both years 2025/26 and 2026/27, to verify that they have been delivered in line with the approved statement of method
- Prepare an audit report;
- Follow up on issues arising from audits and make recommendations for improvements to future schemes; and
- Provide assurance on the following:
  - Number and scope of scheme audits and the standard to which they have been completed; and
  - Financial and administrative processes operated by Primary Bidders
  - Financial and administrative processes of the Primary Bidder,
  - Technical expert physical inspections. A technical expert can be engaged on a case by case basis and paid for separately by agreement in advance of the work being carried out.
- On an annual basis, sight-based physical inspection will take place on a minimum of 20 random properties. The basis of the sight based physical inspection will be proposed by Energy Saving Trust each year for the Utility Regulator's agreement and will as a minimum verify that work claimed is completed.
- Operating a zero tolerance policy in relation to fraud in terms of both the undertaking of schemes by Primary Bidders and the administration of the Programme and maintain all necessary documents to ensure that any such incidents are identified and reported in a timely manner;
- Completing an annual report, in a format appropriate for publication, on the performance of the NISEP. This will include the results of all NISEP schemes implemented, a summary of overall savings achieved (as per the Framework Document), a summary of measures installed and the geographic spread of customers benefitting, an analysis of NISEP spend and details of any relevant issues that arose during the year;
- Reporting the overall energy savings achieved by the NISEP both in terms of lifetime energy savings and the gross calorific annual energy savings (TWh) as required by the Energy Efficiency Directive.
- Provide an annual assurance to the Utility Regulator that Energy Saving Trust's internal administrative processes have delivered effective controls in relation to the NISEP. This can be done through Energy Saving Trust's internal administration process.

- On behalf of the Utility Regulator, the Programme Administrator evaluates all schemes submitted under NISEP against the relevant criteria, and provides technical advice to assist in scheme development. The Programme Administrator carries out audits of completed schemes to verify that they have been delivered in line with the approved statement of method.
- The Utility Regulator and the Programme Administrator will operate a zero-tolerance policy in relation to fraud.
- In the instance of a whistleblowing allegation and/or the Utility Regulator or Energy Saving Trust have reason to believe that a fraud may have occurred, Energy Saving Trust will provide information and advice to UR to assist in the investigation.

The Programme Administrator will carry out the day-to-day administration and management of the NISEP as detailed above. However, the Utility Regulator will retain overall responsibility for the NISEP and final approval on all significant decisions.

The Programme Administrator is registered with the Information Commission as a Data Controller.

There is a Data Sharing Agreement in place between the Utility Regulator and the Programme Administrator.

The Programme Administrator may carry out additional activity, on agreement of both parties, listed within Scheule 1 of the Heads of Agreement.

# **Appendix 5**

## **NISEP Accredence Document**

**APPENDIX 5 - NISEP ACCEDENCE DOCUMENT (THE AGREEMENT)**

This Deed of Agreement must be executed by all Primary Bidders and delivered to the Programme Administrator by [xxxx 20xx].

Private & Confidential

**DATED** **20**

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**[xxxxxxxxxxxxxx]** **(1)**

**and**

**THE NORTHERN IRELAND AUTHORITY FOR UTILITY REGULATION** **(2)**

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**NISEP ACCEDENCE DOCUMENT**  
**(THE AGREEMENT)**

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THIS DEED OF AGREEMENT is made this [xx] day of [xxxxxxx] 20[xx]

**BETWEEN:**

- (1) [xxxxxxxxxxxxx][*delete as appropriate*: a company limited by shares and incorporated/a company limited by guarantee and incorporated / a charity registered / a statutory organisation [ Properly registered or incorporated in Northern Ireland or its country of origin] (registered number xxxxx) whose registered office is at [xxxxxxxxxxxxxxxxxxxxx] (“**Primary Bidder**”); and
- (2) **The Northern Ireland Authority for Utility Regulation** a body corporate acting on behalf of the Crown whose address is at Queens House, 14 Queen Street, Belfast BT1 6ED (“**the Utility Regulator**”).

**WHEREAS:**

- (A) The Primary Bidder is an organisation which has been registered to offer energy saving and/or renewable measures in accordance with the Approved Schemes under the **NISEP**.
- (B) The Fund represents a limited amount of funding for the provision of sustainable energy measures for third parties.
- (C) On behalf of the **Utility Regulator**, the **Programme Administrator** administers and manages the **NISEP** and is responsible for ensuring the appropriate allocation of funding under the **NISEP**.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1 Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the respective meanings set out below:

“**Agreement**” means this agreement including the Schedules appended to it.

“**Approved Scheme**” means each of those Schemes including any variations thereto which have been approved by the Utility Regulator in accordance with the Framework Document. Any Approved Scheme whether or not approved subsequent to the Date of Commencement shall form a separate Schedule to and be part of this Agreement. Schemes will initially be approved for 1 year, subject to assessment of satisfactory progress via the 8 month progress reports, schemes may be permitted to continue unchanged into year 2. Where this happens Primary Bidders will be informed by the eight-month progress report approval letter of scheme year 1.

<b>“Business Day”</b>	means any day which is not a Saturday, a Sunday or a bank or public holiday in Northern Ireland.
<b>“Competent Authority”</b>	means any court of competent jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, administrative or regulatory body, authority, official or public or statutory person (whether autonomous or not) of, or of the government of Northern Ireland, the United Kingdom or of the European Union.
<b>“Confidential Information”</b>	means, those matters or information as set out in Clause 12.
<b>“Date of Commencement”</b>	means the date of this Agreement.
<b>“Direct Subsidies”</b>	means the reimbursement for measures as specified in the Framework Document and representing the reimbursement of the reasonable cost of providing measures under Approved Schemes by the Primary Bidder. For the avoidance of doubt, Direct Subsidies excludes Indirect Costs.
<b>“Directive”</b>	means, Directive 2012/27/EU on energy efficiency.
<b>“Eligible Costs”</b>	means in relation to an Approved Scheme, Direct Subsidies and Indirect Costs.
<b>“Environmental Information Regulations”</b>	means the Environmental Information Regulations 2004
<b>EU State Aid Law</b>	means the provisions of EU State aid law which apply within Northern Ireland pursuant to Article 10(1) of the Ireland/Northern Ireland Protocol on the UK-EU Withdrawal Agreement 2018
<b>“Framework Document”</b>	means the document entitled the Framework for Northern Ireland’s Energy Efficiency Levy Programme prepared by the Energy Saving Trust on behalf of Utility Regulator dated January 2023 or any document which supersedes such document.
<b>“Force Majeure”</b>	means, in respect of a Party, an event outside the reasonable control of that Party affecting its ability to perform any of its obligations under this Agreement including Act of God, fire, flood, lightning, war, armed hostilities, revolution, act of terrorism, riot or civil commotion, but excluding industrial action or failures of suppliers.

<b>“FOIA”</b>	means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
<b>“Fund”</b>	means a fund, established by Northern Ireland Electricity plc (or the successive holder of its electricity transmission licence), for such period and amount as may be specified in the Framework Document for the purpose of subsidising the operation and delivery of improvement measures in accordance with NISEP.
<b>“Funding”</b>	means the application of NISEP funds to the Primary Bidder in accordance with this Agreement.
<b>“Good Industry Practice”</b>	means, in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;
<b>“Indirect Costs”</b>	means scheme management and other indirect costs which have been reasonably and efficiently incurred by the Primary Bidder specified in the Approved Schemes.
<b>“Law”</b>	means any statute, directive, statutory instrument, regulation, order or equivalent legal instrument, or any binding decision of a Competent Authority.
<b>“NISEP”</b>	means the energy efficiency programme known as the Northern Ireland Sustainable Energy Programme which is designed to promote energy efficiency measures and/or the use of renewable technologies and is approved by the Utility Regulator (or any successor or alternative energy efficiency programme which the Utility Regulator may from time to time approve).
<b>“Party”</b>	means either of the Primary Bidder or the Utility Regulator (and <b>“Parties”</b> shall mean both of them).

<b>“Post-Implementation Report”</b>	means the report submitted to the Project Administrator which confirms outturn results of the approved Scheme in scheme year one and two including but not limited to final spend, final number of measures carried out and outturn energy savings.
<b>“Eight month progress report Approval Letter of Scheme Year One”</b>	means the approval letter from the Utility Regulator to the Primary Bidder following satisfactory completion of the eight month progress report to satisfy their continuation into scheme year two.
<b>“Post-Implementation Report Approval Letter of Scheme Year Two”</b>	means the approval letter sent from the Utility Regulator to the Primary Bidder following satisfactory completion of the Post-Implementation Report.
<b>“Programme Administrator”</b>	means any legal or natural person who has been appointed by the Utility Regulator for the purposes of administering on the Utility Regulator’s behalf part or all of the NISEP in the terms expressed in the Framework Document or any other contract or agreement concluded with that person.
<b>“Project”</b>	means the delivery of the Approved Schemes collectively according to this Agreement by the Primary Bidder.
<b>“Request for Information”</b>	means a request for information under either the FOIA or the Environmental Information Regulations.
<b>“Scheme”</b>	means those group of energy saving and/or renewable measures and their delivery mechanisms proposed by the Primary Bidder and described in the Scheme Submission.
<b>“Scheme Submission”</b>	means details of each Scheme as submitted to the Programme Administrator by the Primary Bidder.
<b>“Subsidy Control Act”</b>	means the provisions of the Subsidy Control Act 2022 and any implementing legislation.

1.2 In this Agreement, except to the extent that the context otherwise requires:

- (a) reference in the singular shall include references in the plural (and vice versa) and words denoting natural persons shall include corporations and any legal entity (and vice versa);
- (b) the words and phrases **“other”**, **“including”** and **“in particular”** shall not limit the generality of any preceding words or be construed as

being limited to the same class as the preceding words where a wider construction is possible;

- (c) references to a particular Clause or Schedule are references to that clause of, or schedule to, this Agreement;
  - (d) any reference to “this Agreement” or to any other agreement or document is a reference to it as amended, supplemented, novated or superseded from time to time and includes a reference to any document which amends, is supplemental to, novates, or is entered into made or given pursuant to or in accordance with any terms of it;
  - (e) references to any legislation, statute, statutory instrument, regulation or order (or any provision thereof) shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted, and (iii) any provision which subsequently supersedes it, supplements it, or re-enacts it (with or without modification);
  - (g) the headings are inserted for convenience only and are to be ignored for the purposes of construction; and
  - (h) reference to “Primary Bidder”, “Northern Ireland Electricity plc” or to “the Utility Regulator” shall include reference to their respective successors, reference to the respective persons to whom they transfer this Agreement in accordance with its provisions, and (to the extent commensurate therewith) reference to the respective persons to whom they assign and/or sub-contract their rights and/or obligations under this Agreement in accordance with its terms.
- 1.3 Where no time period is specified for performance of any obligation under this Agreement, the obligation shall be required to be performed within a reasonable period of time.
- 1.4 If there is an inconsistency between any provisions of this Agreement and the NISEP Framework Document or between the Agreement and any of its schedules, then the provisions of this Agreement shall prevail.
- 1.5 Upon a Scheme Submission becoming an Approved Scheme it shall be incorporated as a schedule to this Agreement and shall form part of it.
- 1.6 No variation to an Approved Scheme shall be valid unless it has either been approved in accordance with or allowed for under the Framework Document.
- 1.7 Subject to clauses 1.5 and 1.6, this Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

## **2 Commencement and Duration**

- 2.1 This Agreement shall commence on the Date of Commencement and shall continue in force until it is terminated in accordance with this Agreement.

### **3 The Project**

- 3.1 The Primary Bidder shall use best endeavours to implement and complete the measures in accordance with and as set out in the Approved Schemes.
- 3.2 The Primary Bidder shall comply with the requirements on it as set out in the Framework Document and shall operate at all times according to Good Industry Practice.

### **4 Information**

- 4.1 The Primary Bidder shall ensure that all information provided under this Agreement including any Scheme Submission, is reliable, accurate and complete, and complies with the requirements of the Framework Document.
- 4.2 The Primary Bidder shall furnish the Programme Administrator and the Utility Regulator with such information or documents relevant to the NISEP as they may in their discretion require, including but not limited to:
  - (a) written progress reports of the Project as and when requested by the Programme Administrator, such reports to be satisfactory to the Programme Administrator;
  - (b) technical progress reports on the Project as and when requested by the Programme Administrator, such reports to be satisfactory to the Programme Administrator; and
  - (c) any information required under the Framework Document.
- 4.3 The Primary Bidder shall notify the Utility Regulator and the Programme Administrator promptly if the implementation or execution of the Project is suffering significant delays or if an event of Force Majeure is occurring or has occurred.
- 4.4 The Primary Bidder shall at all times accurately maintain all books, accounts and records required by law (whether in the United Kingdom or otherwise) and in accordance with Good Industry Practice.

### **5 Inspection**

- 5.1 In order to ensure the proper and effective utilisation of the Fund, the Primary Bidder shall permit the Programme Administrator and the Utility Regulator (or such duly authorised agent of either) to enter the premises of the Primary Bidder during normal working hours (unless a statutory or regulatory obligation requires entry outside of these hours) to inspect any asset and any accounting or other record in respect of any funding which has been paid or may become payable in connection with the Approved Scheme and to review and, if applicable, copy the same.

## **6 Funding of Eligible Costs**

- 6.1 Subject to the terms of this Agreement, the Utility Regulator shall authorise a payment of Funding from the Fund in respect of Eligible Costs in relation to the amounts specified in the Approved Schemes only.
- 6.2 The Utility Regulator shall have the right to set-off any amount in respect of monies due to the Fund from the Primary Bidder, against any monies to be authorised for payment to the Primary Bidder.
- 6.3 In respect of Eligible Costs, the Utility Regulator shall authorise the release of a payment within 30 Business Days of the dates set out in the Framework Document and receipt of the following:
  - (a) a valid statement specifying the relevant amount of Funding; and
  - (b) satisfactory evidence of completion of the work as required by the Framework Document; and
  - (c) valid endorsement by the Programme Administrator.
- 6.4 Any payment in favour of the Primary Bidder under this Agreement may be subject to an audit or review and may be adjusted or recovered based on the results of such audit or review.

## **7 Conduct of the Project**

- 7.1 The Primary Bidder shall ensure that Approved Schemes are implemented and conducted in a manner that is compliant with any applicable law.
- 7.2 The Primary Bidder shall use all reasonable endeavours to ensure that Approved Schemes are implemented and conducted in a manner so as to be consistent with the requirements on the Utility Regulator in law in relation to:
  - (a) EU State Aid Law;
  - (b) the Subsidy Control Act; and
  - (c) Article 7 of the Directive.

## **8 Project Completion**

- 8.1 Upon completion of the Project, the Primary Bidder shall issue a Post-Implementation Report to the Programme Administrator for review.
- 8.2 Following completion of that review and once the Utility Regulator is satisfied that the Primary Bidder has completed the Project in accordance with the terms of this Agreement and the Framework Document, it shall issue depending on the applicable scheme year either a Post-Implementation Report Approval Letter of Scheme Year One or a Post-Implementation Report Approval Letter of Scheme Year Two to the Primary Bidder and an authorisation for any payment of Funding which is due, not to be unreasonably withheld.

## **9. Suspension of Payments**

9.1 The Utility Regulator may suspend authorisation of any payment without notice, in addition to any other remedy under this Agreement or in Law, in the following circumstances:

- (a) When the Utility Regulator has reason to believe or suspect that any of the following apply:
  - (i) any payment under this Agreement has been deemed or is likely to be deemed aid under EU State Aid Law or a subsidy under the Subsidy Control Act;
  - (ii) the Primary Bidder has breached any term of this Agreement;
  - (iii) fraud or misuse of Funding in respect of an Approved Scheme has occurred;
  - (iv) the actions or omissions of the Primary Bidder, or the terms or manner of implementation of an Approved Scheme, have the effect that the Utility Regulator may reasonably be said to be, or to be likely to become, in breach of any requirement of Law.
- (b) There is an ongoing criminal investigation in relation to any aspect of the NISEP.
- (c) The Primary Bidder has notified the Utility Regulator or the Programme Administrator that an event of Force Majeure has occurred or is occurring.

9.2 In any case where:

- (a) a breach by the Primary Bidder of its obligations under this Agreement is capable of remedy and without giving rise to concern over the future management of the Project that breach is remedied within a reasonable period notified to the Primary Bidder by the Utility Regulator; and
- (b) such breach is the sole reason for the exercise of the Utility Regulator's right to cease making payments in accordance with clause 9.1,

the Utility Regulator shall reinstate the authorisation of the Funding.

## **10 Return of Funding**

10.1 The Utility Regulator may require the Primary Bidder to promptly repay to the Fund such proportion of the Funding as the Utility Regulator may reasonably specify in writing in the following circumstances:

- (a) the Primary Bidder commits a material breach of this Agreement and fails to remedy the breach within 20 Business Days of notice requiring it to do so;
- (b) the Primary Bidder withdraws from an Approved Scheme or otherwise ceases to proceed with the Project, and does not recommence the

Project within 20 Business Days of a notice requiring it to do so;

- (c) there is reason to suspect corruption or fraud in relation to any of the Funding provided to the Primary Bidder;
  - (d) the Funding is held to be incompatible with EU State Aid Law or the Subsidy Control Act.
- 10.2 Where any sums are repayable to the Fund under the provisions of this Clause 10 and the Primary Bidder has failed to comply with any requirement under this Agreement, the Utility Regulator shall be entitled to recover from the Primary Bidder the reasonably incurred costs of the Utility Regulator in establishing the Primary Bidder's repayment liability and in recovering the sums due.
- 10.3 Neither failure to exercise nor any delay in exercising any right, power, privilege, or remedy under this Agreement shall in any way impair or affect the exercise thereof or operate as a waiver in whole or in part.
- 10.4 No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

## **11 Termination**

- 11.1 This Agreement shall terminate 20 Business Days after the issue of the Post-Implementation Report Approval Letter of Scheme Year Two to the Primary Bidder.
- 11.2 The Utility Regulator may also terminate this Agreement at any time in the following circumstances:
- (a) The Primary Bidder commits a material breach of any of its obligations under this Agreement which in the view of the Utility Regulator is incapable of remedy;
  - (b) The Primary Bidder fails to remedy or persists in any breach of any of its obligations under this Agreement (other than as referred to in (a) above) after having been required in writing to remedy or desist from such breach within a period of 20 Business Days;
  - (c) If by the end of the period of three months from the date on which its Schemes are approved the Primary Bidder has not initiated the Project to the reasonable satisfaction of the Utility Regulator;
  - (d) An audit of the Primary Bidder's management or conduct in relation to any Approved Scheme or any funds paid to it fails to provide adequate and reasonable assurance to the Utility Regulator in respect of the proper administration of the Project and any NISEP funding (and for the avoidance of doubt this includes any NISEP-related conduct or funding paid prior to the Commencement Date);
  - (e) An order is made or a resolution is passed or a petition is presented for the winding up of the Primary Bidder or circumstances arise which

entitle a court of competent jurisdiction to make a winding-up order of the Primary Bidder;

- (f) An order is made for the appointment of an administrator to manage the affairs, business and property of the Primary Bidder or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Primary Bidder or notice of intention to appoint an administrator is given by the Primary Bidder or its directors or by a qualifying floating charge holder (as defined in paragraph 15 of Schedule B1 to the Insolvency (Northern Ireland) Order 1989);
  - (g) A receiver is appointed over any of the Primary Bidder's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Primary Bidder or if any other person takes possession of or sells the Primary Bidder's assets;
  - (h) The Primary Bidder makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;
  - (i) The Primary Bidder becomes bankrupt and/or the Primary Bidder is unable to pay its debts within the meaning of Article 103 of the Insolvency (Northern Ireland) Order 1989 or any statutory modification or re-enactment thereof; or
  - (j) The Primary Bidder enters a voluntary arrangement or composition with its creditors and/or distress or execution order is levied or Enforcement of Judgement Office proceedings are commenced against any of the property of the Primary Bidder or any similar proceedings are commenced in any other jurisdiction.
  - (k) In the reasonable opinion of the Utility Regulator, the actions or omissions of the Primary Bidder, or the terms or manner of implementation of an Approved Scheme, have the effect that the Utility Regulator may reasonably be said to be, or to be likely to become, in breach of any requirement of Law.
- 11.3 Either Party may terminate this Agreement in an event of Force Majeure which has continued for longer than 40 Business Days and upon giving 10 Business Days' notice in writing.
- 11.4 Termination shall be without prejudice to any claim or right arising out of any breach of any obligation under this Agreement occurring before then and without prejudice to those clauses which are expressly (or by implication) intended to survive termination (including Clauses 14, 15, 16, 17, 18, 20, 21, 22 and 23).

## **12 Disclosure, publicity and confidential information**

12.1 The Utility Regulator may publish details of the following:

- (a) amounts and types of Funding made available to the Primary Bidder under the Approved Scheme; and

- (b) the details of any application made under this Agreement; and
- (c) the details of outcomes for the year as contained within, but not limited to a Post Implementation Report;

at such times and in such manner as the Utility Regulator may decide.

- 12.1 The Primary Bidder may only publish or release details of any information and/or any application made under this Agreement with the prior written approval of the Utility Regulator.
- 12.2 The Primary Bidder shall render the Utility Regulator such assistance as the Utility Regulator may reasonably request in connection with any publicity which the Utility Regulator may deem appropriate in respect of the NISEP.
- 12.3 Any know-how or proprietary information including business plans and policies of the Primary Bidder provided to the Utility Regulator and marked confidential shall be treated as Confidential Information for the purposes of this Agreement.
- 12.4 The Utility Regulator shall make reasonable endeavours to ensure that Confidential Information herein is treated as confidential and accordingly shall not be disclosed to any other person or entity other than to its professional advisors who are subject to obligations of confidence or as required by law or to the Programme Administrator, without the prior written consent of the Primary Bidder.
- 12.5 The Primary Bidder acknowledges that any information required under either this Agreement or the Framework Document has not been obtained by virtue of the provisions of the Energy (Northern Ireland) Order 2003, Part II of the Electricity (Northern Ireland) Order 1992 or Part II of the Gas (Northern Ireland) Order 1996.
- 12.6 The Primary Bidder acknowledges that the Utility Regulator is subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and co-operate with the Utility Regulator (at the Primary Bidder's expense) to enable the Utility Regulator to comply with these information disclosure requirements.
- 12.7 The Primary Bidder shall ensure that its sub-contractors performing obligations in connection with this Agreement shall:
  - (a) transfer any Request for Information to the Utility Regulator as soon as practicable after receipt and in any event within three days of receiving a Request for Information;
  - (b) provide the Utility Regulator with a copy of all information in its possession or power in the form that the Utility Regulator requires within seven days (or such other period as the Utility Regulator may specify) of the Utility Regulator requesting that information; and
  - (c) provide all necessary assistance as reasonably requested by the Utility Regulator to enable the Utility Regulator to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of the Environmental Information Regulations.

- 12.8 The Utility Regulator shall be responsible for determining in its absolute discretion whether any information:
- (a) is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations;
  - (b) is to be disclosed in response to a Request for Information, and in no event shall the Primary Bidder respond directly to a Request for Information unless expressly authorised to do so by the Utility Regulator.
- 12.9 The Primary Bidder acknowledges that the Utility Regulator may be obliged under FOIA or the Environmental Information Regulations to disclose Information:
- (a) without consulting with the Primary Bidder, or
  - (b) following consultation with the Primary Bidder and having taken its views into account,
- provided always that where this Clause 12.9(b) applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Primary Bidder advanced notice, or failing that, to draw the disclosure to the Primary Bidder 's attention after any such disclosure.
- 12.10 The Primary Bidder acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information in accordance with Clause 12.9.

### **13 Data Protection**

- 13.1 Personal Data shall be defined as any information relating to an identified or identifiable natural person, including, but not limited to a person's name, surname, home address and date of birth.
- 13.2 To the extent that the Primary Bidder processes any Personal Data ("Company Personal Data") in connection with the performance of the Project under this Agreement, the Primary Bidder shall:
- a) fully comply with all applicable laws and regulations regarding data protection and personal privacy protection, including but not limited to the EU General Data Protection Regulation (GDPR);
  - b) process Company Personal Data strictly for the purposes of performing the Project under this Agreement;
  - c) process Company Personal Data in accordance with instructions;
  - d) ensure that its personnel are authorised to access Company Personal Data and will respect and maintain the confidentiality and security of the Company Personal Data;

- e) implement appropriate technical and organisational measures to protect any Company Personal Data against accidental or unlawful destruction of accidental loss, alteration, unauthorised disclosure or access and provide a level of security appropriate to the risk represented by the processing and nature of Company Personal Data to be protected;
- f) retain Company Personal Data only for the period that is necessary to serve the purposes of this Agreement, unless the Primary Bidder is required to store Company Personal Data by law for a further period of time;
- g) obtain prior written consent from the Utility Regulator before transferring Company Personal Data to any third parties or sub-contractors in connection with the Project under this Agreement;
- h) only transfer Company Personal Data to countries outside the European Economic Area that ensure an adequate level of protection;
- i) promptly notify the Programme Administrator and the Utility Regulator of any accidental or unauthorised access no later than 24 hours after the Primary Bidder becomes aware of it; and
- j) promptly notify the Programme Administrator and the Utility Regulator of any legally binding request for disclosure of Company Personal Data by a law enforcement agency and/or any request received directly from individuals who the Company Personal Data relates (“Data Subjects”) before responding to that request, unless the Primary Bidder has been otherwise authorised to do so.

13.3 The Primary Bidder acknowledges that where they have collected information from their customers for the purposes of completing NISEP measures they are the controller of that Personal Data (“the Data Controller”) and shall fully comply with all applicable laws and regulations regarding data protection and personal privacy protection including but not limited to GDPR.

The Primary Bidder agrees to the lawful sharing of data with the Programme Administrator for the purposes of claiming NISEP funding, ensuring compliance with the NISEP framework document, auditing and reporting of NISEP outcomes. Where data has been passed to the Programme Administrator, the Utility Regulator will act as data controller of information received. The treatment of all data held by the Programme Administrator on behalf of the Utility Regulator will comply with all applicable laws and regulations regarding data protection and personal privacy protection including but not limited to GDPR.

The Primary Bidder will be responsible for the notification of any data breaches (in relation to the data for which they are the data controller) to the appropriate authority.

## 14 Force Majeure

14.1 If either Party is affected by an event of Force Majeure then the affected Party shall notify the other in writing giving details of the relevant matters

and shall keep the other reasonably informed of events. The affected Party shall take all reasonable steps to minimise the effects of the Force Majeure on the performance of its obligations under this Agreement.

- 14.2 The Primary Bidder shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Project if such delay or failure result solely from an event of Force Majeure. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations by the Utility Regulator or Programme Administrator.

## **15 Partnership, agency and third parties**

- 15.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 15.2 The Primary Bidder remains wholly liable under this Agreement for any conduct of partners, managers, sub-contractors or agents working on its behalf in relation to its obligations hereunder.
- 15.3 Any sub-contract, the costs of which are to be claimed as an Eligible Cost, must be awarded according to the principles of best value for money (best price-quality ratio), transparency and equal treatment (for information on what is acceptable see 1.6 of the Framework Document).

## **16 Documentation**

- 16.1 The Primary Bidder shall retain all documentation relating to the Project for a period of seven years following termination and provide a copy of any documentation upon request to the Utility Regulator for the duration of that period.
- 16.2 The Primary Bidder shall provide a copy of such documentation to any Competent Authority upon request regarding any payment under the NISEP which may be considered aid under EU State Aid Law or a subsidy under the Subsidy Control Act by that Competent Authority.

## **17 Adequacy of damages**

- 17.1 Except as expressly provided in this Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 17.2 Without prejudice to any other rights or remedies that the Utility Regulator may have, the Primary Bidder acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Primary Bidder. Accordingly, the Utility Regulator shall be entitled, without proof of special damages, to the remedies of injunction,

specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

## **18 Liability and indemnity**

- 18.1 The Primary Bidder shall, until twelve years from termination, indemnify, keep indemnified and hold harmless the Utility Regulator from all actions, claims, demands, liabilities, damages, costs, losses or expenses (including without limitation consequential losses, loss of profit, loss of reputation and all interest, penalties, legal and other professional costs and expenses) resulting from any action or omission by the Primary Bidder or those it engages to fulfil its obligations under this Agreement.
- 18.2 The Primary Bidder acknowledges that the Utility Regulator has no responsibility, financial or otherwise, for expenditure or liability arising out of the NISEP and any Approved Scheme, including that arising as a result of the purchase of equipment, marketing expenditure and/or consumable items.

## **19 Assignment and benefits**

- 19.1 The Primary Bidder may not, without the prior written consent of the Utility Regulator, assign or in any way encumber any right to receive funding or other benefit or entitlement in connection with NISEP.
- 19.2 No term of this Agreement shall be enforceable by a third party (being any person other than the parties hereto) under the Contracts (Rights of Third Parties) Act 1999.
- 19.3 The Primary Bidder shall ensure that Funding is applied only in accordance with the terms of this Agreement, in particular in accordance with the approved schemes.

## **20 Insurance**

- 20.1 The Primary Bidder shall at its own expense insure with a reputable firm of insurers, all its property, assets and effects of an insurable nature, including (without limitation) its buildings, plant, machinery and equipment against all and any loss, damage, risk, contingency or public liability as may from time to time be requested by the Utility Regulator (or, if no such request is made, against such loss, damage, risk, contingency or public liability as a prudent company or firm in the same business as the Primary Bidder would insure against) to the full replacement value thereof and shall produce the policy or policies of insurance together with proof of payment of the necessary premiums to the Programme Administrator on request.

## **21 Severance**

- 21.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 21.2 If any invalid, unenforceable or illegal provision of this Agreement would be

valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the intention of the Parties.

## 22 Audits

- 22.1 The Primary Bidder agrees to all requirements in the Framework Document in respect of any audit. In addition to such audit processes, the Utility Regulator may, at any time up to five years after termination, arrange for audits to be carried out, in relation to any aspect of the Project.
- 22.2 Such audits may cover financial, technical and other aspects (such as accounting and management principles) relating to the proper execution of the Project and the application of Funding.

## 23 Service of Notices

- 23.1 Any written notice to be served by the Utility Regulator on the Primary Bidder under the terms and conditions of the Agreement may be served by ordinary first class post, or facsimile transmission. The Primary Bidder will be deemed to have been duly served with the notice on the day it is sent if sent by facsimile transmission or on the following day if sent by first class post.

## 24 Governing law

- 24.1 The Agreement shall be governed in all respects by the laws of Northern Ireland and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Northern Ireland Courts for all purposes in connection with this Agreement.

Executed as a deed by [xxxxxxx] (“**Primary Bidder**”) acting by

[xxxxxxx/ NAME OF FIRST DIRECTOR], a director and

\_\_\_\_\_ [Insert Signature and Date]

[xxxxxxxxxx /NAME OF SECOND DIRECTOR/SECRETARY], [a director OR its secretary]

\_\_\_\_\_ [Insert Signature and Date]

Executed as a deed by the **Utility Regulator** acting by

[xxxxxxxxxx/ NAME OF FIRST DIRECTOR], a director

\_\_\_\_\_ [Insert Signature and Date]

and [xxxxxxxxxx/NAME OF SECOND DIRECTOR/SECRETARY], [a director OR its secretary]

\_\_\_\_\_ [Insert Signature and Date]

## **Appendix 6**

# **Minimum Requirements of a Fraud Policy**

## **Appendix 6 – Minimum Requirements of a Fraud Policy**

### **Fraud Policy**

The statement of internal procedures and zero tolerance policy towards fraud to be supplied by Applicants as part of the registration process must include the following:

- 1) **Accountable Officer.** Must be a named senior person within the organization who will have responsibility for fraud policy and procedures.
- 2) **Internal delegations.** May include responsibility for prevention/detection/reporting of fraud at all staff levels.
- 3) **Identification of fraud procedures.**
- 4) **Internal audit procedures and roles.**
- 5) **Compliance procedures.**

Internal fraud response plan to include:

- 1) **Internal reporting and investigating procedures.**
- 2) **Disciplinary/prosecution policy and procedure for recovery of losses.**
- 3) **Reporting requirements.**

## **Appendix 7**

# **State Aid and Subsidy Control Guidance and Declaration Forms**

## Appendix 7

### State Aid and Subsidy Control Guidance and Declaration Forms

#### Undertakings in the Commercial Sector

All Primary Bidders operating schemes under the NISEP which benefit commercial entities (including landlords of privately rented properties) should note the following and act accordingly.

#### EU State Aid law

The EU's State aid regime continues to apply within Northern Ireland to measures:

- a) involving the trade in goods and wholesale electricity; and
- b) that "affect trade" between Northern Ireland and the EU.

Measures will only "affect trade" where they have a genuine and direct link to Northern Ireland and they have real foreseeable effects on that trade. In general this will include measures which:

- a) confer a benefit on goods trading entities which are incorporated and registered in Northern Ireland and which do not operate on a purely local market; or
- b) are "substantial" (e.g. over £3 million for SMEs or over £10 million for large enterprises) and which confer a benefit on goods trade entities which:
  - a. are incorporated or registered in Great Britain;
  - b. have (or will have as a result of the measure) a market share of 10% or more on the relevant goods market within Northern Ireland; and
  - c. will pass the economic benefit of the measure to its activities in Northern Ireland.

Benefits given to entities which are "carrying on an economic activity consisting of offering goods or services on a given market" may be considered State aid and are subject to regulation in order to avoid distortions of competition. In principle, this may include benefits given to commercial customers and landlords of privately rented properties.

State aid must be notified to the European Commission before it is granted unless it is *de minimis* or benefits from a 'block exemption'.

## **EU State Aid law – de minimis aid**

Smaller amounts of aid does not need to be notified to the European Commission if they fall below a certain threshold. This applies where:

- a) the amount of aid granted to the commercial customer; **and**
- b) any previous State support granted to the commercial customer in the previous three fiscal years,

does not exceed €300,000 (or its sterling equivalent).

Going forward and before committing to providing benefits to commercial entities under the NISEP, Primary Bidders must ensure that:

- a) all commercial entities and landlords of privately rented properties receiving benefits (“Recipients”) under the NISEP are notified that they are beneficiaries of aid under the *de minimis* aid Regulation (Commission Regulation (EU) 2023/2831, “the Regulation”) (For most recent document reference please visit [https://competition-policy.ec.europa.eu/state-aid/legislation/regulations\\_en#de-minimis-regulation](https://competition-policy.ec.europa.eu/state-aid/legislation/regulations_en#de-minimis-regulation));and
- b) recipients provide a declaration in relation to de minimis aid, to the Primary Bidder.

The required notice and declaration are set out below. They can be given and returned in either paper or electronic format. Where Primary Bidders do not have time to change application forms, these can be separate from any application documentation.

In accordance with this addendum and from the date of this notice, Primary Bidders must ensure that benefits under the NISEP are not granted to commercial undertakings without giving notice and receiving a valid declaration.

Primary Bidders should note that there are different rules which apply to some types of undertaking and the Regulation does not permit *de minimis* aid under the Regulation to be given to the following entities (“**excluded undertakings**”):

- a) undertakings active in the fishery and aquaculture sectors;
- b) undertakings active in the primary production of agricultural products; and
- c) undertakings active in the processing and marketing of fishery and aquaculture products or agricultural products.

Primary Bidders should provide Recipients with a copy of the list of the excluded undertakings at the time of notification but will not be expected to provide advice on it.

Generally, we will not require Primary Bidders to verify the veracity of declarations. However where information becomes available to the Primary Bidder or its partnership agent that a declaration is false, then the offer of

benefits under the NISEP must be withdrawn, any work which is not contracted should be halted and the Utility Regulator and Programme Administrator must be informed.

Primary Bidders will be expected to retain records of all commercial undertakings who have received de minimis aid for at least 10 years and produce them on request by any UK public authority, the Programme Administrator or the European Commission.

In addition to the above, the Utility Regulator has decided that in order to help prevent inappropriate claims, all commercial undertakings receiving NISEP benefits will be required to declare that they have not claimed or received more than one lot of NISEP funding or benefits from any NISEP scheme in respect of the same work.

### **NISEP - Notice to commercial recipients**

Name of Firm.....Date .....

Under the Protocol on Ireland/Northern Ireland to the UK-EU Withdrawal Agreement 2018, EU State aid law continues to apply in respect of measures which affect trade in goods or the electricity market between Northern Ireland and the EU. The applicable EU State aid law includes Commission Regulation (EU) 2023/2831 (the "**Regulation**").

The support provided to you under NISEP is provided as *de minimis* aid for the purposes of the Regulation. The Regulation states that there is a ceiling of €300,000 (or its sterling equivalent) for all *de minimis* aid that can be provided to any one firm (including any linked firms) over a three year period.

The proposed gross value of benefit<sup>1</sup> to you under the NISEP:.....

Before we can proceed in providing any funding, services or goods under the NISEP you must make and return a valid Required Declaration.

Any *de minimis* aid awarded to you under this offer letter will be relevant if you wish to apply or have applied for any other *de minimis* aid. You will need to declare this amount to any other aid awarding body who requests information from you on how much *de minimis* aid you have received.

You must retain this letter for at least 10 years from the date of receipt and produce it on request by any UK public authority or the European Commission.

To ensure appropriate allocation of funding under the NISEP recipients are also required to give a declaration that they have not claimed or received funding or benefits more than once under the NISEP in respect of the same work.

1. Gross value of benefit means the benefit before any deduction of tax or any other charge.

**NISEP - Required Declaration from commercial recipients**

(to be returned once complete)

We declare that:-

1. The total amount of *de minimis* aid that we will receive as a result of the proposed grant under the NISEP in this and the previous two years will not exceed €300,000 (or its sterling equivalent);

2. We are not an excluded undertaking for the purpose of Commission Regulation (EU) 2023/2831; and

3. We have not claimed for or received more than one lot of NISEP funding, services or goods from any NISEP scheme in respect of the same work.

Signature.....

Print name.....

For and on behalf of .....(name of recipient firm)

Date.....

**EU State Aid law – block exemptions**

Pursuant to Regulation (EU) No 651/2014 (the "**General Block Exemption Regulation**"), certain categories of aid will be exempt from the requirement to notify the European Commission, provided that such measures fulfil certain conditions.

In principle, funding granted under the NISEP may be eligible for exemption under the General Block Exemption Regulation. This is particularly the case where an approved scheme involves investment aid to be granted to an SME.

In order to be eligible for exemption under the General Block Exemption Regulation, the total value of the funding must not exceed certain thresholds depending on the category of aid and must not exceed certain percentages of the total eligible costs of the investment.

Going forward and before committing to providing benefits to commercial entities under the NISEP, Primary Bidders must ensure that the Utility Regulator and Programme Administrator are informed of:

- a) the total value of the funding to be provided to the commercial customer;
- b) the total costs of the investment project concerned; and
- c) the value of any funding which will be provided by the commercial customer in relation to the grant.

## **EU State Aid law – Aid to the Agricultural, Fisheries and Aquacultural Sectors**

Benefits given to commercial entities active in the production of, and trade in, agricultural, fisheries and aquacultural products by public authorities, or at their direction, may be considered State aid, where such measures have an effect on trade between the EU and Northern Ireland.

In principle, this may include benefits given under the NISEP. Smaller amounts of aid does not need to be notified to the European Commission where it is granted to entities active in these sectors if they fall below a certain threshold. This applies where:

- a) the amount of aid granted to the commercial customer; **and**
- b) any previous State support granted to the commercial customer in the previous three fiscal years,

does not exceed:

- a) €20,000 (or its sterling equivalent) for entities active in the production of, and trade in, agricultural products; or
- b) €30,000 (or its sterling equivalent) for entities active in the production of, and trade in, fisheries and aquacultural products.

Primary Bidders must ensure that:

- a) all undertakings in the agricultural production sector receiving benefits under the NISEP are notified that they are beneficiaries of aid under Commission Regulation (EU) No. 1408/2013;
- b) all undertakings in the fisheries and aquacultural production sector receiving benefits under the NISEP are notified that they are beneficiaries of aid under Commission Regulation (EU) No 717/2014; and
- c) all recipients provide a declaration in relation to *de minimis* aid, to the Primary Bidder.

The required notice and declaration are set out below. They can be given and returned in either paper or electronic format. Where Primary Bidders do not have time to change application forms, these can be separate from any application documentation.

In accordance with this addendum and from the date of this notice, Primary Bidders must ensure that benefits under the NISEP are not granted to recipients without first giving notice and receiving a valid declaration.

Generally, we will not require Primary Bidders to verify the veracity of declarations. However where information becomes available to the Primary

Bidder or its partnership agent that a declaration is false, then the offer of benefits under the NISEP must be withdrawn, any work which is not contracted should be halted and the Utility Regulator and Programme Administrator must be informed.

Primary Bidders will be expected to retain records of all undertakings who have received *de minimis* aid for at least 10 years from the date on which the last individual aid was granted under the scheme and produce them on request by any UK public authority, the Programme Administrator or, within a period of 20 working days, to the European Commission.

In addition to the above, the Utility Regulator has decided that in order to help prevent inappropriate claims, all commercial undertakings receiving NISEP benefits will be required to declare that they have not claimed or received more than one lot of NISEP funding or benefits from any NISEP scheme in respect of the same work.

### **NISEP - Notice to undertakings in the Agricultural Production Sector**

Name of Firm.....Date  
.....

Name of Firm.....Date .....

Under the Protocol on Ireland/Northern Ireland to the UK-EU Withdrawal Agreement 2018, EU State aid law continues to apply in respect of measures which affect trade in goods or the electricity market between Northern Ireland and the EU. The applicable EU State aid law includes Commission Regulation (EU) No 1408/2013 (the "**Regulation**").

The support provided to you under NISEP is provided as *de minimis* aid for the purposes of the Regulation. The Regulation states that there is a ceiling of €20,000 (or its sterling equivalent) for all *de minimis* aid that can be provided to any one firm active in the agricultural sector (including any linked firms) over a three fiscal year period (i.e. your current fiscal year and previous two fiscal years).

The proposed gross value of benefit<sup>1</sup> to you under the NISEP:.....

Before we can proceed in providing any funding, services or goods under the NISEP you must make and return a valid Required Declaration.

Any *de minimis* aid awarded to you under this offer letter will be relevant if you wish to apply or have applied for any other *de minimis* aid. You will need to declare this amount to any other aid awarding body who requests information from you on how much *de minimis* aid you have received.

For the purposes of the Regulation, you must retain this letter for at least 10 fiscal years from the date of receipt and produce it on request by any UK public authority or the European Commission.

To ensure appropriate allocation of funding under the NISEP, recipients are also required to give a declaration that they have not claimed or received funding or benefits more than once under the NISEP in respect of the same work.

1. Gross value of benefit means the benefit before any deduction of tax or any other charge.

**NISEP - Required Declaration from undertakings in the Agricultural Production Sector** (to be returned once complete)

We declare that:-

1. The total amount of de minimis aid that we will receive as a result of the proposed grant under the NISEP in this and the previous two fiscal years will not exceed €20,000 (or its sterling equivalent); and

2. We have not claimed for or received more than one lot of NISEP funding, services or goods from any NISEP scheme in respect of the same work.

Signature.....

Print name.....

For and on behalf of ..... (name of undertaking)

Date.....

**NISEP - Notice to undertakings in the Fishery and Aquaculture Sector**

Name of Firm.....Date .....

Name of Firm.....Date .....

Under the Protocol on Ireland/Northern Ireland to the UK-EU Withdrawal Agreement 2018, EU State aid law continues to apply in respect of measures which affect trade in goods or the electricity market between Northern Ireland and the EU. The applicable EU State aid law includes Commission Regulation (EU) No 717/2014 (the "**Regulation**").

The support provided to you under NISEP is provided as *de minimis* aid for the purposes of the Regulation. The Regulation states that there is a ceiling of €30,000 (or its sterling equivalent) for all *de minimis* aid that can be provided to any one firm active in the fishery and aquaculture sector (including any linked firms) over a three fiscal year period (i.e. your current fiscal year and previous two fiscal years).

The proposed gross value of benefit<sup>1</sup> to you under the NISEP:.....

Before we can proceed in providing any funding, services or goods under the NISEP you must make and return a valid Required Declaration.

Any *de minimis* aid awarded to you under this offer letter will be relevant if you wish to apply or have applied for any other *de minimis* aid. You will need to declare this amount to any other aid awarding body who requests information from you on how much *de minimis* aid you have received.

For the purposes of the Regulation, you must retain this letter for at least 10 years from the date of receipt and produce it on request by any UK public authority or the European Commission.

To ensure appropriate allocation of funding under the NISEP recipients are also required to give a declaration that they have not claimed or received funding or benefits more than once under the NISEP in respect of the same work.

1. Gross value of benefit means the benefit before any deduction of tax or any other charge.

**NISEP - Required Declaration from undertakings in the Fishery and Aquaculture Sector** (to be returned once complete)

We declare that:-

1. The total amount of *de minimis* aid that we will receive as a result of the proposed grant under the NISEP in this and the previous two fiscal years will not exceed €30,000 (or its sterling equivalent); and

2. We have not claimed for or received more than one lot of NISEP funding, services or goods from any NISEP scheme in respect of the same work.

Signature.....

Print name.....

For and on behalf of ..... (name of undertaking)

Date.....

**UK Subsidy Control Act 2022**

Where EU State aid rules do not apply to benefits given to commercial entities (including landlords by public authorities, or at their direction, because they do not affect trade between Northern Ireland and the EU, they may be considered to be a subsidy and subject to additional regulation under the UK's subsidy control regime (the Subsidy Control Act 2022). In principle, this may include benefits given under the NISEP.

Where a public authority intends to grant a subsidy, it must ensure that the subsidy complies with certain principles. The public authority must also ensure that an entry is made in the subsidy database maintained by the Department for Business & Trade in respect of the subsidy.

However, smaller amounts of financial assistance (so-called minimal financial assistance) may be exempt from certain of these requirements. This will be the case where:

- a) the total amount of the funding granted under NISEP; **and**
- b) the total value of public funding (including *de minimis* aid awarded under the EU State aid rules),

does not exceed £315,000.

Going forward and before committing to providing benefits to commercial entities under the NISEP, Primary Bidders must ensure that:

- a) all commercial entities receiving benefits ("**Recipients**") under the NISEP receive a notification which:
  - a. explains that the funding will be given by way of minimal financial assistance under the Subsidy Control Act 2022;
  - b. specifies the gross value amount of the funding; and
  - c. requests written confirmation from the Recipient that its capacity to receive minimal financial assistance will not be exceeded by receiving the NISEP funding;
- b) Recipients provide a declaration in relation to minimal financial assistance, to the Primary Bidder; and
- c) The Primary Bidder provides written confirmation to the Recipients detailing:
  - a. that the Recipient has received a subsidy by way of minimal financial assistance;
  - b. the date on which the subsidy is given; and
  - c. the gross amount of the assistance.

The required notifications and declarations are set out below. They can be given and returned in either paper or electronic format. Where Primary Bidders do not have time to change application forms, these can be separate from any application documentation.

From the date of this notice, Primary Bidders must ensure that benefits under NISEP are not granted to commercial undertakings without giving notice and receiving a valid declaration.

Generally, we will not require Primary Bidders to verify the veracity of declarations. However, where information becomes available to the Primary Bidder or its partnership agent that a declaration is false, then the offer of benefits under the NISEP must be withdrawn, any work which is not contracted should be halted and the Utility Regulator and Programme Administrator must be informed.

Primary Bidders will be expected to retain records of all commercial customers who have received minimal financial assistance for at least 3 years.

In addition to the above, the Utility Regulator has decided that in order to help prevent inappropriate claims, all commercial undertakings receiving NISEP benefits will be required to declare that they have not claimed or received more than one lot of NISEP funding or benefits from any NISEP scheme in respect of the same work.

**NISEP - Notice to commercial customers**

Name of Firm.....Date .....

The Northern Ireland Authority for Utility Regulation (the Utility Regulator) offers [commercial customer] a Minimal Financial Assistance (MFA) subsidy under the Subsidy Control Act 2022, subject to your agreement to, and compliance with, the terms and conditions set out below.

The proposed gross value of benefit<sup>1</sup> to you under the NISEP:.....

Before conferring a benefit to you under the NISEP we require written confirmation that the benefit will not exceed [commercial customer's] MFA threshold of £315,000 cumulated over this and the previous two financial years, as specified in section 36(1) of the Subsidy Control Act 2022. This means you must confirm that you (including any group companies) have not received more than [£315,000 minus the gross value of benefit] in MFA subsidies or comparable types of subsidies (see section 42(8) of the Subsidy Control Act) during this year and the previous two financial years.

We take this opportunity to remind [commercial customer] that you are required to keep a written record of the amount of MFA you have received and the date/s when it was received. The written record must be kept for at least three years beginning on the date on which the MFA was given. This will enable you to respond to future requests from public authorities on how much MFA you have received and whether you have reached the cumulative threshold.

To ensure appropriate allocation of funding under the NISEP recipients are also required to give a declaration that they have not claimed or received funding or benefits more than once under the NISEP in respect of the same work.

**NISEP - Required Declaration from commercial recipients**

(to be returned once complete)

I confirm, for and on behalf of [commercial customer] that:

1. The receipt of minimal financial assistance of [£x] from the Northern Ireland Authority for Utility Regulation will not exceed [commercial customer's] MFA threshold specified in section 36(1) of the Subsidy Control Act 2022.
2. We have not claimed for or received more than one lot of NISEP funding, services or goods from any NISEP scheme in respect of the same work.

Signature.....

Print name.....

For and on behalf of .....(name of recipient firm)

Date.....