These Terms and Conditions together with the Sales Quotation constitute the entire Agreement between You and SSE Airtricity Energy Services Ltd for our Gas Boiler Replacement including Warranty and Service Plan. It is Your responsibility to ensure that the details in Your Sales Quotation are correct and accurate before You commit Yourself to the Agreement. If any of the details contained in Your Sales Quotation is not complete or are inaccurate, please notify us in writing of any inaccuracies or errors. We only accept responsibility for statements and representations made in writing by our authorised employees and agents.

IT IS IMPORTANT that you read these Terms and Conditions carefully before You sign and return the Sales Quotation to us. You will be bound by these Terms and Conditions once the Agreement is executed by You. Please pay particular attention to Clauses 8 (Warranty), 12 (Limitations on Liability) and 14 (Use of Personal Information).

1. INTERPRETATION AND DEFINITIONS

1.1 Unless the contrary intention appears, words, phrases, and expressions used in these Terms and Conditions shall have the meanings set out in the following:

1.2 Reference to any statute or provision of any statute shall be deemed to include a reference to that statute or provision as amended or replaced from time to time;

1.3 References to clauses are in these Terms and Conditions.

1.4 The term ‘person’ shall include an individual, firm, company, corporation, or any unincorporated bodies of persons.

1.5 Wherever the following words and phrases appear in the Sales Quotation or these Terms and Conditions, they will have the following meanings:

- “Agreement” means these Terms and Conditions together with the Sales Quotation;
- “Additional Work” means any additional and/or rectification work that is required to complete the Work, which was not included in the Sales Quotation or was not reasonably foreseeable on a visual inspection of the Property by the representative of AES who gave us our Sales Quotation;
- “AES, “Us” or “We” means SSE Airtricity Energy Services Ltd;
- “AES Consultant” means a qualified and experienced assessor engaged by AES to carry out an assessment of Your Property, and advise You on services You may wish to have carried out;
- “B.S. 7593:2006” means the British standard code of practice for treatment of water in central heating systems (as amended or replaced from time to time, and any reference in these terms and conditions to a specific provision of B.S. 7593:2006 shall be a reference to such provision as amended or replaced from time to time; “Central Heating Installation” shall have the meaning given to that term in clause 2;
- “Central Heating Parts” means any central heating parts to be installed as part of the Work as set out in Your Sales Quotation, other than a Boiler;
- “Central Heating System” means Your existing central heating system at the Property (if any) including:
  (a) the existing boiler;
  (b) the existing Controls, (including electrical temperature controls); and
  (c) all existing pipes, pumps, radiators, valves, hot water cylinders and the expansion vessel;
- “Controls” means the programmer/time clock(s), room thermostat(s) (if fitted), cylinder thermostat(s) (if fitted) and zone valves (but excluding the central heating system nameplate which is not a Control); “Customer” of “You”/“Your” means the customer[s] who makes this Agreement with us, and includes a person who We reasonably believe is acting with Your authority or knowledge;
- “Declaration of Conformance Certificate” means a declaration of conformity issued by an accredited company in accordance with the Control (s) issued to You in accordance with the Code of Practice for Treatment of Water in Central Heating Systems.
- “Deposit” means the total price You must make payment for the Work as set out in Your Sales Quotation;
- “Additional Work” means any additional and/or rectification work that is required to complete the Work, which was not included in the Sales Quotation or was not reasonably foreseeable on a visual inspection of the Property by the representative of AES who gave us our Sales Quotation;
- “Energy Services Engineer” means a qualified and experienced assessor engaged by AES to carry out the Work;
- “Health and Safety Laws and Standards” means the applicable health and safety legislation in Ireland including, but not limited to, the Safety, Health & Welfare at Work Act 2005 and any regulations made thereunder from time to time;
- “Installation Engineer” means a qualified and experienced assessor engaged by AES to carry out the Work;
- “IS.813:2014+A1:2017” means Irish Standard for the Domestic Gas Installation Standard as laid down by the National Standards Authority of Ireland, as amended or replaced from time to time, and any reference in these terms and conditions to a specific provision of IS shall be a reference to such provision as amended or replaced from time to time;
- “Manufacturer’s Terms and Conditions” means the terms and conditions in respect of the products and parts supplied by a manufacturer as amended from time to time;
- “Manufacturer’s Warranty” means the warranty which may be applicable in respect of replacement parts, the Boiler, the Central Heating Parts and/or the Controls;
- “Notification of Hazard” means a notification issued to You in accordance with the requirements of the Control(s) issued to You in accordance with the Code of Practice for Treatment of Water in Central Heating Systems.
- “Partial Installation” means a notification issued to You in accordance with the requirements of the Control(s) issued to You in accordance with the Code of Practice for Treatment of Water in Central Heating Systems.
- “Parts” means us and You;
- “Deposit” means that part of the Price You must pay before We will start the Work, as set out in Your Sales Quotation;
- “Price” means the total price You must pay for the Work as set out in Your Sales Quotation;
- “Property” means the domestic address shown on Your Sales Quotation at which We shall carry out the Work;
- “RGII” means the Register of Gas Installers of Ireland;
- “Scope of Works” means the summary of the steps involved in the Work;
- “Terms and Conditions” means these terms and conditions;
- “VAT” means value added tax at the applicable rate from time to time; and
- “Work” means the Work, which was not included in Your Sales Quotation, but which You agree to take responsibility for unauthorised works and/ or Central Heating Parts into Your Central Heating System.

2.  PLAN

2.1 Where Your Agreement is for a Central Heating Installation, AES will remove Your Central Heating System and install Your new Central Heating System including the installation of the Boiler, the Central Heating Parts and all other parts, material and labour required to complete the installation of Your new Central Heating System including, for the avoidance of doubt, all associated radiators, pipe work and fittings. Where Your contract is for a partial installation, We will replace the Central Heating System with the Boiler and/or Central Heating Parts (as the case may be) identified in the Sales Quotation signed by You. In this instance, the Installation Service, warranty and service collectively referred to as the “Plan”.

2.2 We will carry out the Work during normal working hours and provide the Work at the Property, from Monday to Friday excluding bank holidays and public holidays in Ireland, unless otherwise agreed between the Parties.

2.3 We shall endeavor to provide accurate estimates for completion of the Work and will make reasonable efforts to complete the Work in accordance with the estimates provided. Provided that the provisions of Clause 13, We cannot, be held responsible for unexpected delays including but not limited to inclement Weather or other circumstances beyond our control and We will not be liable for any delay in the commencement or completion of the Work.

2.4 When carrying out the Work, We will:

(a) take reasonable care to avoid disrupting Your Property;
(b) remove all waste material which results from the Work;
(c) remove all disconnected and redundant parts of Your Central Heating System which We replace; and
(d) clean up after ourselves.

2.5 The Installation Engineer will, where applicable, carry out the Work in accordance with Health and Safety Laws and Standards and in accordance with the provisions of any relevant planning permission of which We are notified by You.

2.6 It is Your responsibility to allow access to the Property to carry out the Work.

3. PERMISIONS

3.1 This Agreement is subject to Your confirmation that You are the owner of the Property and are not a tenant. In the absence such confirmation, We shall assume that You are the owner of the Property and You agree to indemnify us for any losses howsoever arising that We incur from Your failure to make full and proper disclosure as to the ownership of the Property.

This Agreement is entered into and the Work is undertaken by AES upon the condition that any required licences, authorities or permissions (including all requisite planning permission) are first obtained by You and that unrestricted access to Your Property will be available in order that the Work may be undertaken. We shall not have any liability for unauthorised works and/ or installations carried out by You or anyone acting on Your behalf.

SSE Airtricity is a trading name of SSE Airtricity Energy Services Limited which is a member of SSE plc

Registered in Republic of Ireland, company number 476708 with its registered office at Red Oak South, South County Business Park, Leopardstown, Dublin 18.
You agree to indemnify us for any losses howeversoever arising that We incur from Your failure to obtain any required such licences, authorities or permissions.

3. STEPS INVOLVED

3.1 Prior to commencing the Work, the installation Engineer shall in advance of commencement of the Works of any conditions in any planning permission which is or may be relevant to the Works or the way in which the Works shall or will be carried out. We reserve the right to notify You of any increase in the Price which may be required as a result of any conditions so notified to us, or failing such a notification, we reasonably believe that We will not be able to comply with such conditions We may cancel this Agreement. You do not have to agree to any increase in the Price resulting from this clause and if You do not so agree, either You or We may terminate this Agreement. In the absence of Your advice to the contrary, We assume that You are no relevant conditions in any planning permission of relevance to the Works as aforesaid. We shall not have any such liability for failure to comply with any condition in a planning permission which is notified to us in writing, that We agree to indemnify us for any losses howeversoever arising that We incur from Your failure to comply with Your obligations under this clause.

3.2 The Boiler, Central Heating Parts and any other parts and materials will be Your responsibility from the time of delivery to Your property. Any loss, theft or damage to these materials will result in extra charges being incurred.

3.3 If, before the Work is carried out, You wish to change the size of the work or the scope of Work to be carried out, We will advise You of any increase in the Price and provide You with a new Sales Quotation (which must be signed by both parties to the Work). Any variations required to be made to the Central Heating Installation, the Partial Installation or any Additional Work required to properly complete the Work and any additional costs associated therewith, shall be agreed with You prior to the commencement of the Work or as the case may be such Additional Work as is the subject of the Works.

4. STEPS INVOLVED

4.1 Prior to commencing the Work, the Installation Engineer will, where relevant:

(a) visually inspect the relevant parts of the Property and the Central Heating System;
(b) test the integrity of the Central Heating System; and
(c) carry out a full technical survey of the Property (including the Central Heating System) to ascertain for the purpose of facilitating the Work:

(i) the condition and soundness of Your Central Heating System;
(ii) the condition and soundness of accessible gas pipe work and all flexible connections;
(iii) the adequacy of the fixed air supply; (iv) the effectiveness of any flue or chimney;
(v) the appropriateness of appliance locations;
(vi) the condition and soundness of the electrical system; and
(vii) the suitability of the gas, electricity and water supply to the Property.

4.2 If the above inspections and system checks reveal that any additional work or materials are required, We shall inform You of same as soon as possible and confirm whether We are able to undertake such additional work and provide You with an estimate of the time required and any associated costs. If any new Sales Quotation and You must sign this new Sales Quotation before We carry out the Work which shall include the Additional Work such that when the Installation Engineer issues a Notification of Hazard, We will not continue with any Work unless and until We have been provided with We shall not be liable for any costs or damages howsoever arising that We incur from Your failure to comply with any condition in a planning permission which is notified to us in writing, that We agree to indemnify us for any losses howeversoever arising that We incur from Your failure to comply with Your obligations under this clause.

4.3 In the case of an existing oil fired Central Heating System, the oil tank will be drained, refill and add an inhibitor to Your property. Any loss, theft or damage to these materials will result in extra charges being incurred.

4.4 All new central heating pipe work will be run in tubing manufactured to the appropriate British Standard or equivalent with suitable CE marked fittings.

4.5 Where solid fuel back boilers are present for it to be swept prior to commencement of any existing flue at Your Property. If any

4.6 You or We may terminate this Agreement. In the absence of Your advice to the contrary, We assume that You are no relevant conditions in any planning permission of relevance to the Works as aforesaid. We shall not have any such liability for failure to comply with any condition in a planning permission which is notified to us in writing, that We agree to indemnify us for any losses howeversoever arising that We incur from Your failure to comply with Your obligations under this clause.

4.7 Where solid fuel back boilers are present for it to be swept prior to commencement of any existing flue at Your Property. If any

4.8 All new central heating pipe work will be run in tubing manufactured to the appropriate British Standard or equivalent with suitable CE marked fittings.

4.9 Where solid fuel back boilers are present for it to be swept prior to commencement of any existing flue at Your Property. If any

4.10 When due care in carrying out the Work, You accept that the Work may cause damage to finishings both internally and externally and that certain areas of Your property may need redecoration following completion of the Work. This contract does not include provision for the painting of radiators, the making good of decorations, any additions to cold water secondary services, alteration to linen cupboard shelves, removal of old pipe runs, nor for the chasing or boxing in of pipes or wire. All such redecoration or repair works will be Your responsibility and not included in the Price.

5. PRICE

5.1 The Sales Quotation is an offer by AES to carry out the Work at the Price and is made on the basis that We will only carry out the Work as set out in the Sales Quotation. The Price (inclusive of VAT) set out in the Sales Quotation shall be binding on Us for a period of 30 days from the date of the Sales Quotation unless We notify You, in writing, that We have withdrawn or amended it during that period. To accept the Price, You must sign and return Sales Quotation to us within the aforementioned 30 day period.

5.2 We may run a credit check against You in advance of the Work and by paying the balance upon completion of the Work, after which an invoice will be issued to You; or

[a] by paying in full by one lump sum payment at the time of placing Your order for the Work; or
[b] by paying a deposit (the sum of which will be confirmed by us prior to any Work commencing) at the time of placing Your order for the Work and by paying the balance upon completion of the Work, after which an invoice will be issued to You; or
[c] by paying in full on completion of Work (subject to AES approval).

In the case of payment option (b) above, there are a number of different deposit requirements which depend on the Price for the Work and Your situation and credit history. We will determine the amount of the deposit and the payment dates which will be reflected in Your Sales Quotation. We will ask for Your payment details and preferred payment method in advance of the Work and by paying the balance upon completion of the Work, after which an invoice will be issued to You; or

5.3 The Price does not include the cost of removing and disposing of hazardous waste materials, which shall include but not be limited to

SUPPLEMENTAL COSTS

[Registered in Republic of Ireland, company number 476708 with its registered office at Red Oak South, South County Business Park, Leopardstown, Dublin 18.]

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Registered in Republic of Ireland, company number 476708 with its registered office at Red Oak South, South County Business Park, Leopardstown, Dublin 18.
6.2 The cutting away and making good of the fireplace aperture is not included in the Price where a fireplace is specified in the Sales Quotation. The removal of flue liners is also not included. AES does not accept responsibility for removal or reinstatement of any decorations or decorative features in the vicinity of the fireplace aperture.

6.3 You have no obligation to agree to any increase in the Price for carrying out the Additional Work, and if You do not agree to any Additional Work identified by us or if a Notification of Hazard is issued, either We or You may cancel the Additional Work. In these circumstances, We shall remove any Boiler or central heating parts or works to Your Property and Central Heating System (if applicable) to the state they Were in before We and/or Our Subcontractor commenced the Works. We shall deduct the costs we have charged to You a reasonable amount to cover our costs in carrying out the Work up to the date on which the Replacement Service is carried out. Subject to the provisions of this clause, We shall then try to fix the problem and You will be liable for any costs associated with the provision or non-availability of replacement parts. In some circumstances, We may be from a different manufacturer.

7. CANCELLATION / TERMINATION
7.1 Subject to the other provisions of this clause, You may cancel the Plan by contacting us at 1850 818170 or emailing us at info@airtricityhes.com.

7.2 Once You have accepted the Sales Quotation, neither party may cancel the Plan unless:
(a) You have not paid the deposit (if applicable).
(b) You are in breach of any of the Agreement, and/or Additional Works before the date of cancellation.
(c) You have not paid the deposit (if applicable).
(d) You have paid the deposit (if applicable).
(e) We are satisfied with Your credit check results; or
(f) You have had a satisfactory survey of the Property.

7.3 If You terminate the Plan, our liability to You is as set out in clause 12 hereof.

7.4 Without affecting any other right or remedy We may have, if We terminate the Agreement in accordance with this clause 5, We shall be entitled to charge You the reasonable costs We have incurred in carrying out the Works and/or Additional Works before the date of cancellation. We may deduct these costs from Your deposit, and if the costs exceed Your deposit, We may require payment.

8. REFUSAL TO PROVIDE THE SERVICE
8.1 AES shall be entitled to refuse to provide the Replacement Service, at any time, without giving a reason. AES shall have no further duties with respect to Your booking.

8.2 We will not be obliged to carry out the Work unless:
(a) You have accepted the duly completed Sales Quotation;
(b) You have confirmed to us, in such form as We may require, that he/she authorises the Replacement Service and any supplemental costs before the Installation Engineer leaves Your Property.
(c) Payment for the replacement parts will be required at the time of installation of the replacement parts. In some circumstances, and depending on the cost or availability of a replacement part, AES reserves the right to request payment in advance of installation of the replacement parts. Ownership of any replacement parts will only pass to You upon payment.

9. REPLACEMENT PARTS
9.1 The Installation Engineer may, while carrying out the Replacement Service, identify parts in Your boiler requiring replacement. If AES requires payment for the Replacement Service and any supplemental costs before the Installation Engineer leaves Your Property.

9.2 Payment for replacement parts will be required at the time of installation of the replacement parts. In some circumstances, and depending on the cost or availability of a replacement part, AES reserves the right to request payment in advance of installation of the replacement parts. Ownership of any replacement parts will only pass to You upon payment.

9.3 If during the Replacement Service, the Installation Engineer is required to leave Your Property to obtain any replacement parts, AES shall require payment for the Replacement Service and any supplemental costs before the Installation Engineer leaves Your Property.

9.4 AES shall be entitled to refuse to provide the Service if You have not paid the deposit (if applicable).

9.5 AES reserves the right to refuse to provide the Service if You have not paid the deposit (if applicable).

9.6 In the event that the Installation Engineer identifies a problem that is not covered under this warranty. AES will not be responsible for any delay in the performance of its obligations or otherwise.

9.7 Any parts which are removed from Your Property will be subject to the Manufacturer’s Terms and Conditions. It is the responsibility of the customer to ensure they are familiar with these Terms and Conditions.

9.8 AES shall be entitled to reject Your booking for the Replacement Service, at any time, without giving a reason. AES shall have no further duties with respect to Your booking.

9.9 AES reserves the right to refuse to provide the Service if You have not paid the deposit (if applicable).

9.10 AES reserves the right to refuse to provide the Service if You have not paid the deposit (if applicable).

10. WARRANTY
10.1 A manufacturer’s Warranty may apply to any parts installed the Installation Engineer (from date of installation of the part).

10.2 The only warranties given in relation to the Boiler, the Central Heating Parts or the Controls are as set out in this clause 10.

10.3 With regard to the installation of the Boiler, the Central Heating Parts or the Controls, the boiler manufacturer(s) provide a warranty beginning on installation date subject to the Manufacturers Terms and Conditions. No other part of the Central Heating System is covered under this warranty.

10.4 AES reserve the right to use boiler manufacturer’s agent(s) to repair boiler during warranty period. AES accept no responsibility to the availability or lead time for a manufacturer to visit boiler. AES accept no responsibility as to the availability/ non-availability of spare parts or the time it may take to replace parts. Any Manufacturer’s Warranty shall be subject to the Manufacturer’s Terms and Conditions.

11. SERVICE PLAN / AFTER CARE PACKAGE
11.1 The purchase of the Plan entitles You to 4 annual Boiler services, subject to a satisfactory survey of the Property, from one of the AES home energy services engineers on each of the anniversaries following the installation of Your Boiler.

11.2 The Plan will commence on the date of the installation of the Boiler installation. The service and safety check will only be conducted during normal working hours (8.00am to 6.00pm Monday to Friday). The works (excluding bank holidays and public holidays in Ireland), unless otherwise agreed between You and AES. The Home Energy Services Engineer will carry out the service and safety check on the anniversary of the installation of Your Boiler.

11.3 If You wish to cancel an appointment with us, You must do so within 48 hours of Your appointment time by contacting us at 1850 818170 or by sending an email to info@airtricityhes.com. If You cancel your appointment less than 48 hours before the appointment time, You will be charged the right to Charge You a cancellation fee, as per our rate card which is available on our Website. Repeat cancellations by You or lack of attendance or refusal at Your discretion, result in refusal to carry out any work associated with Your appointment. Upon cancellation by You, AES will have no further duties with respect to Your appointment.

11.4 AES shall be entitled to cancel Your appointment, at any time, without giving a reason. AES will have no further duties with respect to Your appointment.

11.5 Additional costs will be incurred for any works to Your Central Heating System unless otherwise agreed with the Home Energy Services Engineer. The price for any works to Your Central Heating System will be agreed with You by our Home Energy Services Engineer prior to commencement of the Works.

12. CONDITION OF PROPERTY AND APPLIANCE
12.1 This Agreement is subject to a suitable gas, electricity and water supply being available to Your Property. The cost of providing such supply is not included in the Sales Quotation unless shown as a separate item.

12.2 You are responsible for making sure that conditions on the property are suitable for us to do the Work, and the necessary
facilities, services and supplies are already installed and working at Your Property. If we consider that the conditions at Your Property are not suitable for us to do the Work (which may include the presence of asbestos at Your Property) we will tell You what You must do before We can perform the Work.

12.3 Before we start Work, You must clear any furniture or fittings from any rooms or alcoves that We need to enter to do the Work. The AES Consultant will agree with You how much clearing You will need to do. If You do not clear the furniture and fittings as agreed, We may charge You a reasonable amount to cover our costs for any delay. It is not envisaged that our Inspection Engineers will be responsible for clearing any furniture or fittings, however if due to Your personal circumstances, You would like us to carry out any such clearing work, We, at our discretion, do so but only on the basis that We will not be held liable as a result (unless We have been negligent).

12.4 If You do not comply with Your obligations under this clause 12, We will have the right to terminate the Agreement in accordance with clause 5.

12.5 Any work carried out by AES to an appliance does not imply that the appliance is altered or installed or that it satisfies applicable standards or regulations. In no circumstances, does AES accept responsibility in relation to inadequacies in the original design or installation of an appliance or the hot water system (e.g. heating up time, incorrect radiator sizes, faulty pipe work or lack of water pressure) or any part thereof. Moreover, AES does not warrant the condition or suitability of any appliance or central heating system.

12.6 During the course of the Works, We shall endeavour to inform You of any deficiency or inadequacy attributable to or in the original design or installation of the Central Heating System or hot water system. We will also provide You with a quotation for rectifying such deficiencies or inadequacies.

12.7 AES does not accept responsibility or liability for the quality or condition of any existing equipment or appliance in the Property (including, without limitation, the Central Heating System and hot water system or any part thereof).

12.8 We may identify and inform You that new parts need to be connected to Your existing parts. Pursuant to the Agreement.

12.9 We accept no responsibility or liability where We are not notified of any deficiency or inadequacy in Your electricity or water supply or varying water pressures.

12.10 We reserve the right to use sub-contractors to carry out the work to be carried out pursuant to the Agreement.

13. LIMITATION OF LIABILITY

13.1 We reserve the right to use sub-contractors to carry out the work to be carried out pursuant to the Agreement.

13.2 AES shall not be liable for any work carried out on Your Boiler, appliance or Central Heating System or any part thereof.

13.3 Nothing in this Agreement shall exclude or limit either party’s liability for wilful misconduct, or death or personal injury caused by negligence of its officers, employees or agents, or for fraudulent misrepresentation on the part of either Party or its officers, employees or agents.

13.4 AES shall not be liable for any work carried out on Your Boiler, appliance or Central Heating System or any part thereof carried out by a third party without our prior written consent.

13.5 You hereby agree to indemnify us and keep us indemnified in respect of any actions, claims or proceedings brought against us together with all loss, damage, costs and expenses which We may incur as a consequence of any work carried out on Your boiler, appliance or Central Heating System by any party other than AES without our prior written consent.

13.6 In no circumstances shall We liable for any indirect, special or consequential loss You suffer arising out of or in connection with the provision or non-provision of any goods or services as a result of the Service.

13.7 We have no obligation, duty or liability to You, in contract or tort, for breach of statutory duty or otherwise, to exercise reasonable skill and care.

13.8 Nothing in the Agreement purports to contract out of the implied undertakings as to quality implied by section 12 of the Sale of Goods and Supply of Services Act 1980.

13.9 When carrying out the Work, We will not accept responsibility for damage to radiator covers, coverings, ceilings, or fittings caused by lifting or refitting, unless We have been negligent in doing so.

13.10 None of the AES, its officers, employees or agents shall be liable for any damage to property or injury to persons.

15. FORCE MAJEURE

15.1 AES shall not be liable if any or all of our obligations under the Agreement cannot be carried out or fulfilled for reasons beyond our control including, but not limited to, Acts of God, industrial dispute, explosion, flood, lightning, storms, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or disorder, acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental authority, import or export regulations or embargoes, defaults of suppliers or sub-contractors or any act or omission on the part of Customer or its agents.

16. USE OF PERSONAL INFORMATION

16.1 AES will comply with our obligations under any applicable data protection legislation.

16.2 In order that AES may perform its obligations under these Terms and Conditions and provide You with the service, AES will collect and use information that relates to You. AES may keep this information for a reasonable period after it has ceased to provide You with the service but will not keep it for any longer than is necessary for the purposes for which it was collected.

16.3 Information which You provide or We hold may be used by us, our employees, sub-contractors and/or our agents:-
- for the purposes of attending Your property;
- to help identify You when You call;
- for contacting You in writing and/or by phone and/or by text message and/or by e-mail with information about other services and products offered by us and/or our carefully selected partners where You have consented;
- to protect and prevent crime, fraud and loss;
- for health and safety and risk assessment;
- for administering accounts; and
- for credit checking purposes.

16.4 We reserve the right to make fraud prevention checks with Your credit reference and fraud prevention agencies and they will retain a copy of the search. Information from Your application and payment details of Your account may be recorded by these agencies and may be used by them to help us manage our financial services and credit arrangements, to help make credit and insurance decisions about You and members of Your household and for debt collection and fraud prevention purposes.

16.5 AES may disclose Your information to other members of the Scottish and Southern Energy Group and agents who act on behalf of AES in connection with the activities referred to above, including to any agent or third party service provider who AES may engage to assist us in the performance of the service. Such agents or third parties are only permitted to use Your data as instructed by AES. They are also required to keep Your data safe and secure.

16.6 In the event that You speak to any employees of AES or agents at the Oak South, South County Business Park, Leopardstown, Dublin 18 by telephone, Your telephone conversations may be recorded for quality control purposes. AES will treat the recorded conversations as confidential and will use it for staff training/quality control purposes, confirming details of Your conversations with AES or any other purposes mentioned in these Terms and Conditions.

16.7 In order to protect Your privacy, You may also be asked to provide suitable proof of identification. If any of Your details are incorrect please let us know and We will amend them.

16.8 You are entitled to a copy of Your personal data which is held by Us. You also have the right to request the correction of any inaccuracies in Your information.

Please also see our privacy notice at HYPERLINK "http://www.sseairtricity.com/ie/privacy-policy/" www.sseairtricity.com/ie/privacy-policy/ This privacy notice shall form part of these terms and conditions.

17. COMPLAINTS PROCEDURE

17.1 You can register Your complaint with us in any of the following ways:
(a) by calling our customer contact team on 1850 818 170;
(b) by email to info@airtricityhes.com;
(c) through our Website at www.airtricity.com;
(d) in by letter to: Customer Service,
SSE Airtricity Energy Services Ltd,
Red Oak South, South County Business Park,
Leopardstown, Dublin 18

18. GENERAL

18.1 These Terms and Conditions apply to the Service provided by SSE Airtricity Energy Services Ltd a limited liability company registered with number 476708 and with registered office at Red Oak South, South County Business Park, Leopardstown, Dublin 18

18.2 Notices: Any notice or account sent by ordinary post relating to the Agreement shall be deemed to have been served upon the recipient on the next working day that is the 2nd postal day after the day of such posting. Any notice sent by the Customer by electronic mail shall be deemed to have been received upon confirmation of receipt from AES by electronic mail or by post. Any notice required or permitted to be given by the Customer shall be in writing addressed to SSE Airtricity Energy Services Ltd, Red Oak South, South County Business Park, Leopardstown, Dublin 18 or such other address or electronic mail address as may be indicated to the Customer by AES from time to time.

18.3 Authority: By entering into this Agreement with AES, You are deemed to have obtained all such consents and/or are required to allow AES to lawfully
18.4 **Asbestos:** Unless otherwise stated in correspondence with AES, the Service does not allow for working in the vicinity of asbestos. If during the provision by AES of the Service asbestos is encountered AES reserves the right to withdraw its staff immediately until the premises is made safe. The presence of asbestos on the premises will be reported to You by AES for Your instructions regarding safe disposal. AES will not be responsible for the cost involved in disposing of any asbestos found.

18.5 **Amendments:** We reserve the right to change these Terms and Conditions at any time. We will publish details of any changes on the AES Website www.sseairtricity.com as soon as possible prior to the changes being introduced.

18.6 **Assignment:** The Agreement is personal to You and therefore may not be assigned or transferred by You to any other person without our prior written consent. For business reasons, We have the right to assign the Agreement to any company or person.

18.7 **No waiver:** No forbearance, indulgence or relaxation on the part of AES shown or granted to the Customer shall in any way affect, diminish, restrict or prejudice the rights or powers of AES or operate as or be deemed to be a waiver of any breach of the Agreement.

18.8 **Severance:** If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

18.9 **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the Republic of Ireland. The parties irrevocably submit to the exclusive jurisdiction of the courts of Republic of Ireland.

18.10 **AES Re-Organisation:** Notwithstanding anything to the contrary in the Agreement, if AES should reorganise the business and/or legal structure of AES (whether by dividing its business between two or more corporate bodies or otherwise), the obligations of AES may be divided between such bodies and You shall thereafter deal with such bodies as if the parts of the Agreement relevant to the business of such bodies formed a contract between You and such corporate bodies.

18.11 **Entire Agreement:** This Agreements constitutes the complete agreement between You and us in relation to the Boiler Service and supersedes all prior understandings, agreements, representations or communications whether written or oral between You and us relating to the subject matter hereof, but no term purports to exclude liability for fraud.

18.12 **Anti-Bribery:** The parties warrant and undertake to one another that they shall not knowingly engage in any acts of bribery, extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading in influence, money-laundering, or any similar activity in relation to this Agreement. The Parties shall (and shall procure that any associated persons or entities) in connection with this Agreement shall comply with all applicable laws, statues, regulations and codes relating to anti-bribery and anti-corruption. If either Party (or any associated persons or entities) commits a breach of this clause 16.12, then the non-defaulting party may at its absolute discretion terminate this Agreement with immediate effect by giving notice to the defaulting party. Any termination of this Agreement pursuant to this clause 16.12 shall be without prejudice to any right or remedy which has already accrued, or subsequently accrues. If the non-defaulting party terminates this Agreement for breach of this clause 16.12 the defaulting party shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.

18.13 **Third Party:** This Agreement is made solely and specifically between and for the benefit of the parties, and is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this Agreement as a party to it.