These Terms and Conditions constitute the entire Agreement between SSE Airtricity Energy Services Ltd for our Gas Fire Installation Service. IT IS IMPORTANT that You read these Terms and Conditions carefully as You will be bound by these Terms and Conditions once the Agreement is signed by You. Please pay particular attention to Clauses 8 (Warranty), 11 Limitations on Liability) and 12 (Use of Personal Information).

1. INTERPRETATION AND DEFINITIONS

1.1 Unless the contrary intention appears, words in the plural shall include the singular and vice versa; singular shall include the plural.

1.2 Reference to any statute or provision of any unincorporated bodies of persons.

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

"Agreement" means these Terms and Conditions together with the Sales Quotation;
"AES" means SSE Airtricity Energy Services Ltd;
"Customer" means the customer(s) who makes this Agreement with AES; and includes a person who AES reasonably believes is acting with Your authority or knowledge;
"I.S. 1.5.813:2014+A1:2017:2014" means Irish Standard for Domestic Gas Installations 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 I.S. 1.5.813:2014+A1:2017:2014 shall be a reference to such provision as amended or replaced from time to time;
"You" means us and AES; and "Parties" means us and You;
"Property" means the property where the gas fire heating system, appliance and controls or fixed electrical wiring system is situated;
"Energy Services Engineer" a qualified, experienced, registered or recognised Service engineer engaged by AES to carry out the work;
"Terms and Conditions" means these terms and conditions; and "VAT" means value added tax at the applicable rate from time to time.

2. THE SERVICE

2.1 The AES Gas Fire Installation Service involves installing, replacing or repairing a gas fire in Your property. AES will agree the location of the gas fire along with any connecting pipework, flue and ventilation requirements.

2.2 The Service will only be conducted during normal working hours (8:00am to 6:00pm Monday to Saturday excluding bank holidays and public holidays in Ireland, unless otherwise agreed between You and AES). The Energy Services Engineer will carry out the Service on the date agreed between You and AES.

2.3 Before our offices are closed, a facility for You to leave us a message identifying Your address and contact details will be available to assist our staff to follow up with You. We will endeavour, subject to workloads and up availability, to give priority in response to any breakdown or failure of Your fire and to respond to Your request within 48 hours of Your appointment time.

2.4 A Energy Services Engineer will install the gas fire in accordance with the following safety standards: BS 7593 and Annex E of I.S. 1.5.813:2014+A1:2017:2014 (where applicable). Upon arrival at Your Property, the Energy Services Engineer will ensure that Your property is suitable for the installation of a gas fire. The gas fire shall only be fitted if there is a supply of natural gas to Your property. Where the Energy Services Engineer identifies a fault as aforementioned, he may still fit the gas fire, so as far as possible, on Your request. If the Energy Services Engineer is unable to fit the Gas fire due to the fault, We will arrange for the Service to be completed once the fault has been rectified. If the Gas fire cannot be fitted or You do not wish for it to be fitted at this stage, We may cancel the Agreement and shall refund You any part of the price already paid by You for the Service.

2.5 The Service Engineer will do the following as part of the gas fire installation:

- Switch off the gas supply;
- Check operation of existing flue/chimney with smoke pellets;
- Connect a Gas fire and isolation valve if required;
- Install appropriate vent to meet relevant standards;
- Check correct operation of appliance;
- Instruct end user as to the safe operation of appliance;
- For the avoidance of doubt, the Service does not include a safety check of Your central heating system.

2.6 AES does not accept responsibility for any existing issues with the gas supply pipework. The Gas fire service cannot guarantee the rectification of any such issues.

2.7 AES does not accept responsibility for any existing issues with the flue/chimney. The Gas fire service cannot guarantee the rectification of any such issues.

3. PRICE

3.1 The price for the Service is available on the AES Website www.sseairtricity.com and is inclusive of VAT but does not include the cost of replacement parts. You will be advised of the price at the time of booking.

3.2 Payment may be made either by credit card or debit card at the time of booking or by cash, credit card or debit card or bank draft to the Energy Services Engineer at the time of the Service.

3.3 Before delivering the Service to You, We may run a credit check against You and will not be obliged to carry out the Service unless and until We are satisfied with Your credit check results.

4. SUPPLEMENTAL COSTS

4.1 If at Your request, We return to Your home to do any other work after the gas fire installation service has been carried out, We will charge You for any such additional time in 20 minute units. You can check the current applicable prices on our website at www.sseairtricity.com or by calling our customer contact team on 1850 818 170.

4.2 If, in the course of preparing for or installing the gas fire, the Energy Services Engineer identifies that Your property/gas supply requires additional work or replacement parts, any such work or parts shall be the subject of a separate Agreement between You and AES. The AES does not undertake that it will identify the requirement for additional work or replacement parts nor does it accept any liability for damage whatsoever which may result from any failure to identify the requirement for additional work or replacement parts or any other deficiency or fault in Your system.

5. CANCELLATION / TERMINATION

5.1 If You wish to cancel an appointment with us, You may do so within 48 hours of Your appointment time by contacting us on 1850 818 170 or by sending an email to info@airtricityhes.com. If You cancel Your appointment, We will arrange for the Service to be completed once the fault has been rectified. If the Gas fire cannot be fitted or You do not wish for it to be fitted at this stage, We may cancel the Agreement and shall refund You any part of the price already paid by You for the Service.

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

6. REFUSAL TO PROVIDE THE SERVICE

AES shall be entitled to refuse to provide the Service to You, at any time, without giving a reason.

7. RISK AND WAIVER

In advance of providing the Service, the Energy Services Engineer may inspect and test the internal condition of Your gas system. Accordingly, even if the Energy Services Engineer confirms that the Gas fire can be installed and commissioned, no warranty or other commitment is made by AES as to the suitability of the Gas fire for Your gas system. Furthermore, AES does not give any guarantee that the installation will not result in any damage to the pipes or any other component of Your gas system.

AES does not accept responsibility under any circumstances for any damage caused to any property or persons resulting from the operation or installation of the gas fire. If such damage is attributable in whole or in part to the pre-existing condition of Your gas system. Any claim against AES in respect of any such damage is hereby waived by You.

Nothing in this Agreement excludes any liability for fraud which would not be permitted to be excluded under Irish law.

WARRANTY

AES warrants that the Energy Services Engineer has the necessary skill to carry out the Service and that, where materials are used for the purposes of installing the gas fire, they will be sound and reasonably fit for the purpose for which they are required.

The effectiveness of the Service will depend on the condition of Your gas system. AES makes no representation, warranty or other commitment that the Gas fire will be suitable for Your gas system; the Gas fire will be effective in providing sufficient levels of heat or, the Gas fire Service will not result in any damage to the pipes or any other component of Your gas system.

Depending on the condition of Your flue/chimney system and the levels of soot, debris may accumulate on the ignition of the gas fire. It is Your responsibility to clean the ignition. This will be demonstrated to You by the Energy Services Engineer at the time of installation of the gas fire. Should You require AES to do this for You, We will charge You as per a Boiler Repair (details of which are available on our Website www.sseairtricity.com).

A Manufacturer’s Warranty may apply to any parts installed the Installation Engineer (from date of installation of the replacement appliance).

All work undertaken by the Energy Services Engineer carries a 30 day warranty from the date the work is carried out.

If You have any problems with the work undertaken, contact the Energy Services Engineer
and notify us of same within this period of 30 days, there will be no call out charge payable by You if the Energy Services Engineer is required to call back to You.

8.7 The Energy Services Engineer identifies a problem that is not related to the works he/she carried out, the Energy Services Engineer will advise You accordingly and, subject to Your consent, will attempt to rectify the matter.

8.8 You will be charged for the time it takes for the Energy Services Engineer to rectify the matter and for any replacement parts required. Time will be charged in 20 minute units as per our rate card which is available on the AES Website www. sseairtricity.com. You will not incur any charge without Your prior consent.

9. CONDITION OF APPLIANCE

9.1 Any work carried out by AES to an appliance employees in charge of the appliance that the appliance is adequately manufactured or installed or that it satisfies applicable standards or regulations. In no circumstances, does AES accept any liability in relation to inadequacies with the original design or installation of an appliance. Moreover, AES does not warrant the fitness for purpose or reliability of the service assets, power generation, third party or work offered by us and/or our carefully selected partners where You have consented.

10 USE OF SUBCONTRACTORS

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

11. LIMITATION OF LIABILITY

11.1 Notwithstanding any other provisions of this Agreement, AES’s liability under this Agreement shall be limited to five thousand Euros (€5,000) (the “Limitation of Liability”).

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

11.3 AES shall not be liable for any work carried out on Your gas system by a third without Your prior written consent or any work carried out or fulfilled for reasons beyond Our control including, but not limited to, Acts of God, industrial dispute, explosion, flood, 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 government or body whether national, state or local, any requisition or embarkage, defaults of suppliers or sub-contractors or any act or omission of any nature whatsoever on the part of the Customer or its agents.

12. COMPETITIONS

12.1 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 strike or any other event or circumstances which AES has no control over.

13. USE OF PERSONAL INFORMATION

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

13.2 In order that AES may comply with this Agreement, AES will collect, use and retain information relating 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 and/or as required by law.

13.3 You are requested to: (a) to agree to personal information being held by AES as may be required to enable You to obtain the benefits of this Agreement, (b) to help identify You when You call, (c) for contacting You in writing and/or by telephone or conversation confidential and will only use information concerning You in connection with the activities of AES in connection with the activities of AES, or to any agent or subcontractor or any third party service provider who AES may engage to assist us in the performance of the Agreement.

13.4 We may disclose information to other parties or our agents or subcontractors or our third party service providers for any purposes. This may include use for debt collection and fraud prevention purposes.

14. MARKETING

14.1 AES and/or our agents may wish to contact You from time to time by text message, email, post, telephone or in person with information in relation to products which You have requested or received from us. We may also contact You with information about new or additional products or services.

14.2 If You do not wish to receive information about our products and services, please exercise Your right of opt-out by emailing us at unsubscribe@airtricityhes.com; or writing to: Data Protection Opt-Out, SSE Airtricity Energy Services Ltd, Red Oak South, South County Business Park, Leopardstown, Dublin 18

15. COMPLAINTS PROCEDURE

15.1 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.sseairtricity.com; or (d) in writing addresses Customer Services SSE Airtricity Energy Services Ltd, Red Oak South, South County Business Park, Leopardstown, Dublin 18

16. GENERAL

16.1 These Terms and Conditions apply to the Service provided by SSE Airtricity Energy Services Ltd with registered number 476708 and with registered address at Red Oak South, South County Business Park, Leopardstown, Dublin 18, trading as AES.

16.2 Notices: Any notice or account sent by ordinary post relating to the Service shall be deemed to have been received on the day that is the 2nd postal day after the day of such posting. Any notice sent by the Customer by electronic mail or post as AES may determine 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 18or such other address or electronic mail address as may be provided to the Customer by AES from time to time.

16.3 Authority: By entering into this Agreement with AES, You hereby agree to the Terms and Conditions. If You have previously obtained all such licences and consents as are required to allow AES to lawfully undertake the Service or other works. If You have failed to obtain all such licences and consents required You will indemnify AES for all loss or damage suffered and shall remain responsible for all work done and materials supplied on a quantum merit basis.

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 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 asbestos. 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.

Assignment: The Agreement is personal to You and therefore may not be cancelled 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.

16.7 **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.

16.8 **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.

16.9 **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.

16.10 **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.

16.11 **Entire Agreement:** This Agreement 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.

16.12 **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.

16.13 **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.