

These Terms and Conditions constitute the entire Agreement between You and SSE Airtricity Energy Services for our Gas Boiler Cover/ Cover Plus 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 executed 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 words in the singular shall include the plural.
- 1.2 Reference to any statute or provision of any statute shall be deemed to include any statutory modification, substitution or re-enactment thereof or any statutory instrument, order, regulation, bye-law, permission or direction made thereunder or under such modification, substitution or re-enactment.
- 1.3 References to clauses are clauses in these Terms and Conditions.
- 1.4 The term **"person"** shall include an individual, firm, company, corporation and 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 meaning:
- "Agreement"** means these Terms and Conditions together with the Sales Quotation;
- "AES," "us" or "We"** means SSE Airtricity Energy Services;
- "Boiler"** means a gas fired domestic Central Heating System boiler and plumbing components including a circulating pump, expansion vessel, safety valve connected by internal piping which does not exceed 37kW (approximately 126000 BTU output);
- "Central Heating System"** comprises (where applicable) the boiler and all components within the boiler casing, water circulating pumps and interlocks, hot water flow and return lines (pipe work), radiators, temperature regulating valves (TRVs), hot water cylinder, expansion tank, on/off programmer and timer, room thermostats, cylinder thermostat, system bypass valve, zone valves and zone switches;
- "Contract Year"** means, in the case of the first contract year, the 12 month period commencing on Your cover start date and for all subsequent contract years, the 12 month period commencing on Your Cover Anniversary;
- "Cover Anniversary"** is the date which is one calendar year after Your cover start date, and subsequent anniversaries thereof;
- "Cover Start Date"** is the date Your Cover/ Cover Plus commences, which is date of service, subject to receipt of payment;
- "Customer"** or **"You"** means the customer(s) who makes the agreement with us, and includes a person who We reasonably believe is acting with Your authority or knowledge;
- "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;
- "Individual Gas Space Heater"** means any stand alone gas burning appliance which is used to heat space, including, but not limited to, gas fires, flued wall heaters and flueless heaters;
- "IS 813:2002"** refers to Irish Standard IS 813:2014 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 IS 813:2002 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;

"Our" means belonging to AES; **"Parties"** means us and You;

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"Pre-Existing Fault or System Deficiency" means a fault or system deficiency which, in our reasonable opinion, existed prior to the cover start date;

"Property" means the property where the boiler is situated;

"Energy Services Engineer" a qualified, experienced, Registered Gas (RGI) engineer engaged by AES to carry out the work;

"Terms and Conditions" these terms and conditions;

"VAT" means value added tax at the applicable rate from time to time;

2. THE SERVICE

- 2.1 AES domestic Boiler Cover (**"Cover"**) includes, in each Contract Year, 1 annual gas boiler safety check and service from one of our Energy Services Engineers together with labour only from a Energy Services Engineer in the case of breakdown of Your boiler up to a maximum value of €300.00 including VAT (the **"Service"**).
- 2.2 AES domestic Boiler Cover Plus (**"Cover Plus"**) includes, in each Contract Year, 1 annual gas boiler safety check and service from one of our Energy Services Engineers together with labour and parts from a Energy Services Engineer in the case of breakdown of Your boiler up to a maximum value of €1,000.00 including VAT (the **"Service"**).
- 2.3 The Service will only be conducted during normal working hours (8.00am to 6.00pm Monday to Friday and 8.00am to 4.00pm Saturdays 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.
- 2.4 Where our phone lines are busy, 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 labour availability, to give priority in response to any breakdown or failure of Your boiler and to respond to Your call within 1 working day.
- 2.5 All visual checks and tests applied by our Energy Services Engineer as part of the Service are in accordance with IS 813:2014 as laid down by the National Standards Authority of Ireland for domestic gas installations and, where supplied, the Energy Services Engineer will follow manufacturer's instructions for servicing Your boiler.
- 2.6 Cover/ Cover Plus does not apply to any of the matters set out in clause 2.7 below and does not include the cost of replacement parts or labour referred to therein. Additional costs will be payable in respect of any matters in clause 2.6 below and details of these costs are available on our Website www.airtricity.com or from our Energy Services Engineer. Furthermore, Cover/ Cover Plus is only for the repair of a central heating boiler that does not exceed 37kW (126000 BTU approx) output. The following items are excluded from Cover/ Cover Plus:

- (c) any defect or damage occurring from a failure of the public electricity or water supply;
 - (d) failure of the pump due to water leaking from the isolation valves or the connecting pipe-work or components. AES will replace a circulation pump due to failure caused by poor water quality on one occasion only and no further work will be carried out to Your boiler/system until confirmation is received that Your Central Heating System has been treated as directed by AES;
 - (e) any defects or inadequacy attributable to the original design/installation of the gas Central Heating System, e.g. pitching, sludging of water, limescale formation; defects or malfunctions due to faulty materials or workmanship in manufacture;
 - (f) any defect or malfunction which arises as a result of any other cause (except for fair Wear and tear) not due to the neglect or the fault of AES;
 - (g) any losses either consequential or indirect suffered by You due to water leaks and the cost of putting right faults caused by damage suffered by You due to a breakdown of Your boiler and the cost of putting right faults caused by damage due to the breakdown of the appliance, or of interim supply of heat through other means;
 - (h) any losses either consequential or indirect suffered by You due to a delay or unavailability of spare parts necessary to repair Your boiler/system;
 - (i) any defect caused through malicious or wilful action, negligence, misuse or third party interference; any defect or damage occasioned by fire, lightning, explosion, flood, storm, tempest, frost, impact or other extraneous cause;
 - (j) any works carried out to the boiler or system by a third party;
 - (k) any defects or inadequacy attributable to the original design and installation of the condense pipe-work from a condensing boiler e.g. inadequate pipe size, copper pipework, un-insulated pipe-work;
 - (l) or any defects where the premises in which the boiler is located has remained unoccupied for 30 days or more;
 - (m) any work on the following: the fabric of the building or pipe-work buried in it; any pumps in inaccessible locations; any domestic water services including the cold water supply tank, feed, outlets, overflow and the hot water cylinder; and
 - (n) the following replacement parts: electrical immersion element, light bulbs, electrical rewiring, external programmers/time clocks, radiators, room thermostats, radiator valves, external motorised valves, expansion tanks or cylinders, heat exchanger on non-system boiler, external expansion vessels, pipework and conventional/balanced/ or fan flues; or
 - (o) other exclusions as identified in Your Agreement.
- ## 3. PRICE
- 3.1 Cover/ Cover Plus will commence on the date that AES carry out Your gas boiler check and service. The price of Your gas boiler check and service together with the price of the Cover/ Cover Plus costs must be paid in full at the time of completion of the service. All prices are available on the AES Website www.airtricity.com and are inclusive of VAT. You will be advised of the price at 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.
- 3.3 If, during or within 1 calendar month of an AES boiler service and safety check, You wish to purchase Cover/ Cover Plus, You may

- do so subject to approval by AES. Your cover will commence from the date of Your boiler service and safety check and the cost of the boiler service and safety check will then be deducted from the price of Boiler Cover/ Cover Plus.
- 4. SUPPLEMENTAL COSTS**
- 4.1 Once You have received the Service in a Contract Year, any further services required by You in that Contract Year will be fully chargeable to You. Any additional costs not covered under these Terms & Conditions will be charged as per our rate card which is available on our Website www.airtricity.com or from our Energy Services Engineer. Your consent is required before any additional costs are incurred by You.
- 4.2 Additional costs will be incurred for any works to Your Central Heating System unless otherwise agreed with AES or our Energy Services Engineer. The price for any works to Your Central Heating System will be agreed with You by our Energy Services Engineer prior to commencement of the works to Your Central Heating System.
- 4.3 Cover/ Cover Plus applies to a central heating boiler that does not exceed 37kW (126000 BTU approx) output. If Your boiler is not a Boiler (as defined in these Terms and Conditions) additional charges may apply and these will be agreed with You prior to commencement.
- 4.4 AES will charge You a call out fee (as per the call out fee set out on our rate card which is available on our Website www.airtricity.com or from the Energy Services Engineer) if You call out a Energy Services Engineer on more than one occasion for any of the matters set out in clause 2.6.
- 5. CANCELLATION / TERMINATION**
- 5.1 Cancellation / Termination of Cover/ Cover Plus by You: You may cancel Your Cover/ Cover Plus by calling the customer contact team on 1850 818 170 or emailing us at info@airtricityhes.com. If You cancel Your Cover/ Cover Plus within 7 working days of sign-up for Cover/ Cover Plus, You will receive a full refund of the price of the Cover/ Cover Plus provided the Service (or any part thereof) has not been carried out. If You cancel Your Cover/ Cover Plus after 7 working days of sign-up for Cover/ Cover Plus, You will not be entitled to a refund in respect of any part of the price paid by You for Cover/ Cover Plus.
- 5.2 Cancellation of an Appointment: You can also cancel an appointment for the Services (or anyone/part of them) up to 48 hours before Your appointment at no charge. If You cancel Your appointment less than 48 hours before the appointment, We may charge You a cancellation fee available on our Website www.airtricity.com. You will be deemed to have cancelled Your appointment with less than 48 hours notice if, without at least 48 hours prior notice to us, the Energy Services Engineer cannot access Your home to carry out the boiler service/safety check at and on the agreed time and day.
- 5.3 Cancellation / Termination of Cover/ Cover Plus by Us: We shall be entitled to cancel the Cover/ Cover Plus at any time without giving a reason. In the event of cancellation, a portion of the price may be refunded to You on a pro rata basis. For the purposes of any pro rata refund under this clause, the boiler service and the boiler safety check (as described in clause 1) shall be deemed to be two thirds of the price of Cover/ Cover Plus paid by You and any other services carried out will be charged as per our rate card applicable at that time which is available on our Website www.airtricity.com.
- 5.4 Reduced Level of Cover: We shall be entitled to offer You a reduced level of cover, at any time by giving You notice in writing if:
- (a) You default in making any payment due to us;
 - (b) in the opinion of a Energy Services Engineer, Your boiler can no longer be maintained in good working order by the provision of replacement spare parts or Your boiler is damaged beyond economic repair otherwise than through the fault of AES; or
 - (c) Your boiler cannot be repaired because of a lack of available replacement parts or components.
- 5.5 Upon termination or cancellation, AES will have no further duties with respect to Your boiler.
- 6. REFUSAL TO PROVIDE THE SERVICE**
- 6.1 AES shall be entitled to refuse to provide Cover/ Cover Plus to You, at any time, without giving a reason.
- 6.2 AES reserved the right to refuse to provide the Service, if, in the opinion of our Energy Services Engineer, Your boiler is unsafe or dangerous; cannot be maintained in good working order by replacement parts; is damaged beyond economic repair; requires specialized training/equipment/technical advice that is not available to AES; is not installed in accordance with manufacturer's instructions and/or industry best practice; is not a Boiler (as defined in these Terms and Conditions); or may be subject to aggressive/ corrosive water, gas or electrical supply issues or there is an issue with any part of the installation
- 7. REPLACEMENT PARTS**
- 7.1 The Energy Services Engineer may identify parts in Your boiler requiring replacement. Such parts must be fitted and paid for before commencement of the Cover/ Cover Plus. Your boiler must meet the standards set by AES and be in working satisfactory order prior to commencement of Cover/ Cover Plus.
- 7.2 The Energy Services Engineer will advise You of the cost of replacing these parts and, subject to Your consent, will supply and fit suitable replacement parts.
- 7.3 If during the Service, the Energy Services Engineer is required to leave Your Property to obtain any replacement parts, AES shall require payment for the Service before the Energy Services Engineer leaves Your Property.
- 7.4 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.
- 7.5 Replacement parts may not be identical to the parts in Your boiler being replaced and may be from a different manufacturer.
- 7.6 AES will not be responsible for any delay or non availability in the provision of replacement parts by suppliers or manufacturers.
- 7.7 Any parts which are removed from Your boiler by the Energy Services Engineer will, unless You specify otherwise, be taken away for correct disposal by the Energy Services Engineer.
- 8. WARRANTY**
- 8.1A Manufacturer's Warranty may apply to any replacement parts installed the Energy Services Engineer (from date of installation of the replacement part).
- 8.1 8.2All work undertaken by the Energy Services Engineer carries a 30 day labour warranty from the date the work is carried out.
- 8.2 8.3If You have any problems with the work undertaken by 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.
- 8.3 8.4If 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.
- 8.4 8.5You will be charged for the time it takes for the Energy Services Engineer to rectify the matter and for the cost of 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.airtricity.com. You will not incur any charge without Your prior consent.
- 9. CONDITION OF APPLIANCE/CENTRAL HEATING SYSTEM**
- 9.1 Any work carried out by AES to an appliance does not imply that the appliance is adequately manufactured or installed or that it satisfies applicable standards or regulations. In no circumstances, does AES accept responsibility in relation to inadequacies with the original design or installation of an appliance or Central Heating System. Moreover, AES does not warrant the fitness for purpose or condition of an appliance or Central Heating System.
- 10. USE OF SUBCONTRACTORS**
- 10.1 We reserve the right to use sub-contractors to carry out the work to be carried out pursuant to the Agreement.
- 11. LIMITATION OF LIABILITY**
- 11.1 AES shall not be liable for any work carried out on Your boiler, appliance or Central Heating System by a third party and We reserve the right to immediately terminate any warranty provided by us in relation to Your boiler, appliance or Central Heating System where work is carried out by a third party without our prior written consent.
- 11.2 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.
- 11.3 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.
- 11.4 We have no obligation, duty or liability to You, in contract or tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.
- 11.5 Nothing in the Agreement purports to disclaim liability for fraud or for death or personal injury to You which is attributed to AES. In addition, nothing in the Agreement purports to contract out of the implied undertakings as to quality of service in Section 39 of the Sale of Goods and Supply of Services Act 1980.
- 12. FORCE MAJEURE**
- 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 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 of any nature whatsoever on the part of the Customer or its agents.
- 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 perform its obligations under these Terms and Conditions and

- provide You with the service, AES will collect and use 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 Information which You provide or We hold may be used by us, our employees, subcontractors and/or our agents;
- (a) for the purposes of attending Your property;
 - (b) to help identify You when You call;
 - (c) 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;
 - (d) to detect and prevent crime, fraud and loss;
 - (e) for health and safety and risk assessment;
 - (f) for administering accounts; and
 - (g) for credit checking purposes
- 13.4 We may carry out credit and fraud prevention checks with licensed 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 shared with other organisations to help make credit and insurance decisions about You and members of Your household and for debt collection and fraud prevention purposes.
- 13.5 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.
- 13.6 In the event that You speak to any employees of AES (or agents acting on its behalf) by telephone, Your telephone conversations may be recorded for quality control purposes. AES will treat the recorded conversation confidential and will only 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.
- 13.7 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.
- 13.8 You have the right to ask for a copy of Your personal data (AES is entitled to charge a nominal administration fee for this). If You wish to avail of this right, You should submit a written request to:
Data Protection Officer,
SSE Airtricity Energy Services, Red Oak South,
South County Business Park, Leopardstown,
Dublin 18
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 a product or a service 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 be contacted with information about our products and services, please exercise Your right of opt-out by emailing us at unsubscribe@airtricityhes.com or writing to us at:
Data Protection Opt-Out,
SSE Airtricity Energy Services,
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.airtricity.com; or
 - (d) in by letter to:
Customer Service
SSE Airtricity Energy Services,
Red Oak South, South County Business Park,
Leopardstown, Dublin 18
16. GENERAL
- 16.1 These Terms and Conditions apply to the Cover provided by KN Home & Energy Services Limited trading as Airtricity Energy Services a limited liability company 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 Agreement 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 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 Airtricity Energy Services, Red Oak South, South County Business Park, Leopardstown, Dublin 18 or 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 shall be deemed to have 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 necessary 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.
- 16.4 Asbestos: Unless otherwise stated in correspondence with AES, the Agreement 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.
- 16.5 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.airtricity.com as soon as possible prior to the changes being introduced.
- 16.6 Assignment: If ownership of the Property in which Your boiler covered by this Agreement changes, the new owner shall have the benefit of Cover/ Cover Plus for the remainder of that Contract Year. You do not have the right to assign or subcontract the Agreement except to the new owner of the Property in which Your boiler is located, and You may only assign the Agreement to the new owner of the Property for the remainder of the current Contract Year. After the expiry of the current Contract Year, the new owner will need to enter into a new agreement with AES if they want to continue to benefit from the Cover. 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, statutes, 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.