These Terms and Conditions constitute the entire Agreement between You and SSE Airtricity Energy Services Ltd. 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 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, permit or direction made thereunder or under such modification, substitution or re-enactment.
1.3 References to clauses are clauses in 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 Ltd;
- “MagnaCleanse” means the equipment employed by You at Your Property;
- “Your” means a natural person, corporate body or unincorporated bodies of persons;
- “Appointed” means the person or persons and/or authorized agents of AES engaged by AES to carry out the work;
- “Our” means belonging to AES;
- “Parties” means us and You;
- “Property” means the property where the Central Heating System, boiler and controls or fixed electrical wiring system is situated;
- “Energy Services Engineer” a qualified, experienced Gas (RGII) engineer engaged by AES to carry out the work;
- “Terms and Conditions” means these terms and conditions; and “VAT” means value added tax at a rate from time to time.

2. THE SERVICE
2.1 The MagnaCleanse Service involves the supply and fit of a MagnaClean magnetic filter on Your existing central heating pipework and the flushing and cleansing of Your Central Heating System (the “Service”). The MagnaClean filter is a high efficiency magnetic filter which removes magnetite which comes from iron oxide deposits in Your Central Heating System. Removing this magnetite can help keep Your system operating at its best. By adding a small amount of magnetite (iron oxide) in the system can dramatically decrease its efficiency, causing cold spots in Your radiators and reduce the lifespan of Your boiler. Using MagnaClean could help You consume less energy, whilst lengthening the lifespan of Your boiler, saving You money on heating bills.

2.2 The MagnaClean Service is one the most effective methods of removing sludge and iron oxide for the purposes of enhancing the efficiency of Your Central Heating System. The effectiveness of the MagnaCleanse Service will depend on the condition of Your Central Heating System and no guarantee is given that the MagnaCleanse Service will be effective in cleaning Your particular Central Heating System.

2.3 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 ensure that Your gas boiler, Central Heating System and/or gas appliance is in full working order. If the Energy Services Engineer identifies that Your Central Heating System 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 any works which may result from any failure to identify the requirement for additional work or replacement parts or any other deficiency or fault in Your Central Heating System.

2.4 The Service Engineer will do the following as part of the MagnaCleanse:
   a) Safely drain and dispose of the contents of the Central Heating System;
   b) Connect a MagnaCleanse tool to the Central Heating System. The MagnaClean tool is connected to the Central Heating System by the removal of the filter element of the MagnaClean;
   c) Add clean water (with inhibitor) to the system and flush the MagnaClean through the boiler and controls or fixed electrical wiring system;
   d) Agitate and clean each radiator individually;
   e) Add clean water (with inhibitor) to the Central Heating System; the flow of water would dissolve and mobilises any build-ups or deposits;
   f) Vent and balance heating system

2.5 For the avoidance of doubt, the Service does not include a safety check of Your Central Heating System.

2.6 AES shall not accept responsibility for any leaks or damage to existing pipework by the introduction of cleansing and mobilising agents and cleaning of the Central Heating System.

2.7 You must pay the Service charge at time of booking. AES will not undertake that it will identify the requirement for additional work or replacement parts or any other deficiency or fault in Your Central Heating System.

2.8 AES shall not accept responsibility for any existing issues with the heating system. The MagnaCleanse Service cannot guarantee the removal of all debris.

3. PRICE
3.1 The price for the Service is available on the AES Website at 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 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 on completion.

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. CANCELLATION / TERMINATION
4.1 If at Your request, We return to Your home to remove any air locks or leaks on the Central Heating System or to do any other work after the Service was completed, We will charge You for any such additional time in 20 minute units. You can check the current applicable rates on the AES Website at: www.sseairtricity.com or by calling our customer contact team on 1850 818170.

4.2 If, in the course of preparing for or installing the MagnaClean filter, the Energy Services Engineer identifies a gas appliance is in full working order. If the Energy Services Engineer identifies a fault as aforementioned, he may still fit the MagnaClean filter, so far as possible, on Your request. If the Energy Services Engineer is unable to fit the MagnaClean filter due to the fault, We will charge You a service fee which is set out in our customer contact team on 1850 818170. Further work or parts fitted as part of the MagnaClean will be the subject of a separate agreement between You and AES. If the MagnaClean filter 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.

4.3 If the MagnaClean filter is not 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.頂
5.1 If You wish to cancel an appointment with Us, You must do so within 48 hours of Your appointment time by contacting us on 1850 818170 or by sending an email to info@airtricityhes.com. If You cancel Your appointment less than 48 hours before the appointment time, We reserve the right to charge You a service fee.

6. REFUSAL TO PROVIDE THE SERVICE
6.1 AES shall be entitled to refuse to provide the Service to You, at any time, without giving a reason. And We will have no further duties with respect to Your appointment.

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

7. RISK AND WAIVER
7.1 In advance of providing the Service, the Energy Services Engineer will not inspect the internal condition of Your Central Heating System. Accordingly, even if the Energy Services Engineer confirms that the MagnaClean filter is suitable for Your Central Heating System, no representation, warranty or other commitment is made by AES as to the suitability of the MagnaClean filter for Your Central Heating System. Furthermore, AES does not guarantee that the Service will not result in any damage to the pipes, radiators or boiler or any other component of Your Central Heating System.

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.
8.1 AES warrants that the Energy Services Engineer has the necessary skill to carry out the Service with due skill, care and diligence, and that, where applicable, uses any such equipment, for the purposes of installing the MagnaClean filter, they will be sound and reasonably fit for the purpose for which they are required.

8.2 The effectiveness of the Service will depend on the condition of Your Central Heating System. AES makes no representation, warranty or other commitment that the MagnaClean filter will be suitable for Your Central Heating System or that the filter will be effective in removing magnetite (iron oxide) or any other element from Your Central Heating System; or, the MagnaCleanse Service will not remove and replace any deposits, magnetite or scale on your existing boiler or any other component of Your Central Heating System.

8.3 Depending on the condition of Your Central Heating System and the levels of magnetite, the MagnaClean filter may completely fill or clog from time to time. It is Your responsibility to isolate, drain and clean the filter as and when demonstrated to You by the Energy Services Engineer at the time of installation of the MagnaClean filter. Should You require AES to do this for You, We reserve the right to charge You a Boiler Repair (details of which are available on our Website www.sseairtricity.com).

8.4 A Manufacturer’s Warranty may apply to any parts installed by the Energy Services Engineer (from date of installation of the replacement part).

8.5 All work undertaken by the Energy Services Engineer will be covered by a 2 year warranty from the date the work is carried out.

8.6 If You have any problems with the work undertaken by the Energy Services Engineer and wish to have it fixed, You can contact the AES Customer Services Team within 10 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 If 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 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.sseairtricity.com. You will not incur any other charges.

9. CONDITION OF APPLIANCE/CENTRAL HEATING SYSTEM

9.1 Any work carried out by AES to an appliance does not warrant the fitness for purpose or condition of an appliance or Central Heating System.
address or electronic mail address as may be provided to the Customer by AES from time to time.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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.

15.11 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.

15.12 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.

15.13 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.