

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 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 Ltd;
 - "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;
 - "IS 813:2014" means Irish Standard 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 813:2014 shall be a reference to such provision as amended or replaced from time to time;
 - "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, Registered Gas (RGI) 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 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. Even 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 keeping Your home warm, and lead to lower heating bills. The AES MagnaCleanse Service involves flushing and cleansing the Central Heating System, using water, with cleansing and mobilising agents added, in order to remove any accumulated sludge, corrosion, deposits and scale in older Central Heating Systems and to remove excess flux, swarf and other

debris from newly installed Central Heating Systems.

The MagnaCleanse Service is one the most effective methods of removing sludge and iron oxide for the purposes of enhancing the thermal efficiency of a 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.

- 2.2 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 Where 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 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.
- 2.4 An Energy Services Engineer will install the MagnaClean filter on Your Central Heating System in accordance with the following safety standards: BS 7593 and Annex E of IS 813:2014 (where applicable). Upon arrival at Your Property, the Energy Services Engineer will ensure that Your gas boiler, Central Heating System and/or gas appliance (as applicable) are appropriate for the fitting of a MagnaClean filter. The MagnaClean filter shall only be fitted if Your gas boiler, Central Heating System and/or gas appliance is in full working order. If the Energy Services Engineer discovers that Your gas boiler, Central Heating System, and/or gas appliance is not in full working order, he will inform You of the fault and offer You a solution subject to an additional cost. Where 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 arrange for the Service to be completed once the fault has been rectified. 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.
- 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 MagnaCleanse tool is connected to the Central Heating System by the removal of the filter element of the MagnaClean);
 - c) Add cleansing and mobilising agents to the Central Heating System; Activate the Central Heating System; Agitate the radiators using the VibraClean tool; the flow of water dislodges and mobilises any build-ups or deposits;
 - d) Agitate and clean each radiator individually.
 - e) Add clean water(with inhibitor) to the Central Heating System once any deposits have been dislodged and mobilised;
 - f) Vent and balance heating system
- 2.6 For the avoidance of doubt, the Service does not include a safety check of Your Central Heating System.
- 2.7 AES shall not accept responsibility for any leaks or damage to existing pipework by the introduction of cleansing and mobilising agents to the 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 www.airtricity.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. SUPPLEMENTAL COSTS

- 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 MagnaCleanse Service has been carried out, 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.airtricity.com or by calling our customer contact team on 0818 818170.
- 4.2 If, in the course of preparing for or installing the MagnaClean filter, 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 loss or 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 Central Heating System.

5. CANCELLATION / TERMINATION

- 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 0818 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 cancellation fee, as per our rate card which is available on our Website www.airtricity.com. Repeated cancellations by You or lack of access to Your Property may, at our discretion, result in refusal to carry out any work associated with Your appointment. Upon cancellation or termination by You, AES will have no further duties with respect to Your appointment.
- 5.2 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.

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.

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 can be installed on 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 give any guarantees that the Service will not result in any damage to the pipes, radiators or boiler or any other component of Your Central Heating System.
- 7.2 AES does not accept responsibility under any circumstances whatsoever, for any

damage caused to any property or persons resulting from the operation or installation of the MagnaClean filter if such damage is attributable in whole or in part to the pre-existing condition of the Central Heating System. Any claim against AES in respect of any such damage is hereby waived by You.

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

8 WARRANTY

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 materials are used 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; the MagnaClean filter will be effective in removing magnetite (iron oxide) or any other element from Your Central Heating System; or, the MagnaClean Service will not result in any damage to the pipes, radiators or 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. This will be 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 will charge You as per a Boiler Repair (details of which are available on our Website www.airtricity.com).

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

8.5 All work undertaken by the Energy Services Engineer carries a 30 day labour 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 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 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.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 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 shall exclude or limit either party's liability for wilful misconduct, or death or personal injury caused by that Party's negligence or 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 Boiler appliance or Central Heating System by a third party without our prior written consent particularly where such work has the effect of reducing the effectiveness of the MagnaClean filter.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

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

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 Ltd,
 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 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 0818 818170;
- (b) by email to info@airtricityhes.com;
- (c) through our Website at www.sseairtricity.com; or
- (d) in by letter to:
 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 SSE Airtricity Energy Services Ltd, 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 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 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 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.
- 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:** 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.
- 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.