

These Terms and Conditions constitute the entire Agreement between You and AES for our Gas Boiler 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 executed by You. Please pay particular attention to Clauses 8 (Warranty), 11 (Limitations on Liability) and 13 (Use of Personal Information). Servicing, repair and replacement works carried out on behalf of AES by Fusion Heating Ltd., a wholly owned subsidiary company of SSE Airtricity Energy Supply (NI) Ltd.

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 (NI) Limited;

"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 40 kW (approximately 136500 BTU output);

"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;

"GSIUR" - Gas Safety (In Use) Regulations 2004 means Northern Irish legislation for Gas Safety as amended or replaced from time to time, and any reference in these Terms and Conditions to a specific provision of GSIUR 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" means a qualified and experienced engineer engaged by AES to carry out boiler servicing and repair works;

"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 AES domestic Natural Gas Boiler Service includes 1 call out and gas boiler service and safety check from one of our Energy Services Engineers (the "Service").
- 2.2 The Service will only be conducted during normal working hours (8.00am to 5.00pm Monday to Friday excluding bank holidays and public holidays in Northern 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 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.
- 2.4 All visual checks and tests applied by our Energy Services Engineer as part of the Service are in accordance with GSIUR (NI) 2004, and, where supplied, the Energy Services Engineer will follow manufacturer's instructions for servicing Your boiler.
- 2.5 This product is only for the service of a central heating boiler that does not exceed 40kW (136500 BTU approx) output.

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 (if needed). You will be advised of the price at time of booking.
- 3.2 Payment must be made either by credit card or debit card at the time of booking.

4. SUPPLEMENTAL COSTS

- 4.1 If Your boiler requires work which will take longer than the 60 minutes included in the price of the Service, additional costs will be charged as per our rate card which is available on our Website www.sseairtricity.com or from our Energy Services Engineer. After the 60 minute duration of the Service, any additional time agreed to be spent servicing Your boiler will be charged in 60 minute units. 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 The Service is only for the service and safety check of a central heating boiler that does not exceed 40kW (136500 BTU approx) output. If Your boiler is not a Boiler (as defined in these Terms and Conditions) additional charges may apply to the Service and these will be agreed with You prior to commencement.

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 0345 603 00 26 or by sending an email to ifoni@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.sseairtricity.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.
- 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, while carrying out the Service, identify parts in Your boiler/central heating system requiring replacement.
- 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 may 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/central heating system being replaced and may be from a different manufacturer.
- 7.6 AES will not be responsible for any delay in the provision of replacement parts by suppliers or manufacturers.
- 7.7 Any parts which are removed from Your boiler/central heating system by the Energy Services Engineer will, unless You specify otherwise, be taken away for correct disposal by the Energy Services Engineer.

8. WARRANTY

- 8.1 A manufacturer's warranty may apply to any replacement parts installed the Energy Services Engineer (from date of installation of the replacement part).
- 8.2 All work undertaken by the Energy Services Engineer carries a 30 day labour warranty from the date the work is completed by the Energy Services Engineer.
- 8.3 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.
- 8.4 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.
- 8.5 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 60 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/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 Pounds (£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 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.

- 11.4 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 be 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 Part 2 of The Supply of Goods & Services Act 1982

- 11.8 When carrying out the Work, We will not accept responsibility for damage to radiator covers, carpets or other floor coverings caused by lifting or refitting, unless We have been negligent in doing so.

- 11.9 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 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 are entitled to a copy of Your personal data which is held by Us. You also have the right to require Us to correct any inaccuracies in Your information. Please also see our privacy notice at www.sseairtricity.com. This privacy notice shall form part of these terms and conditions.

14. COMPLAINTS PROCEDURE

- 14.1 You can register Your complaint with us in any of the following ways:
- (a) by calling our customer contact team on 0345 603 00 26;
- (b) by email to infoni@airtricityhes.com;
- (c) through our Website at www.sseairtricity.com; or
- (d) in by letter to:
Customer Service,
AES, Unit 14 Maryland Industrial Estate,
Ballygowan Road, Belfast, BT23 6BL

15. GENERAL

- 15.1 These Terms and Conditions apply to the Service provided by AES Limited with registered number NI620707 and with registered trading address Millennium House, 25 Great Victoria Street, Belfast, Northern Ireland, BT2 7AQ, trading as AES

- 15.2 **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 AES, Unit 14 Maryland Industrial Estate, Ballygowan Road, Belfast, BT23 6BL or such

other address or electronic mail address as may be provided to the Customer by AES from time to time.

matter hereof, but no term purports to exclude liability for fraud.

- 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 Northern Ireland. The parties irrevocably submit to the exclusive jurisdiction of the courts of Northern 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
- 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 15.12, 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 15.12 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 15.12 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.

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