These Terms and Conditions constitute the entire Agreement between You and SSE Airtricity Energy Services Limited for all gas boiler repair service. IT IS IMPORTANT that You read these Terms and Conditions before You use our service. We would like 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 also notify You of any availability of gas 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.

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 made thereunder or under such modification, substitution or re-enactment.

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

“Agreement” means these Terms and Conditions together with the Sales Quotation;

AES, us” or “We” means SSE Airtricity Energy Services Limited;

“Boiler” means a gas fired domestic Central Heating System boiler and plumbing system including a circulating pump, expansion vessel, safety valve connected by internal piping which does not exceed 32kW (approximately 110000 BTU output);

“Customer” of “You” Your means the customer(s) who makes this Agreement with us;

“Energy Services Engineer” means a qualified, experienced, Registered Gas (RGII) engineer engaged by AES to carry out the work;

“Energy Services Engineer” means an experienced, registered gas engineer engaged by AES to carry out the work;

“Manufacturer’s Warranty” means the permission or direction made thereunder in respect of the products and parts supplied by a manufacturer as amended from time to time;

“Manufacturer’s Warranty” means the terms and conditions in respect of the products and parts supplied by a manufacturer as amended from time to time;

“Parties” means AES and You;

“Property” means the property where the Central Heating System, boiler and controls are located; and

“Terms and Conditions” means the terms and conditions respecting the provision of services and the costs, charges and expenses to be paid for the same;

“VAT” means value added tax at the applicable rate from time to time.

1.4 The term “person” shall include an individual, firm, company, corporation and any unincorporated body 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 meanings:

“Agreement” means these Terms and Conditions together with the Sales Quotation;

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“Manufacturer’s Warranty” means the terms and conditions in respect of the products and parts supplied by a manufacturer as amended from time to time;

“Parties” means AES and You;

“Property” means the property where the Central Heating System, boiler and controls are located; and

“Terms and Conditions” means the terms and conditions respecting the provision of services and the costs, charges and expenses to be paid for the same;

“VAT” means value added tax at the applicable rate from time to time.

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

1.7 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 make subject to aggressive/corrosive water, gas or electrical supply issues or there is an issue with any part of the installation.

2. COST OF APPLIANCE/CENTRAL SERVICES

2.1 AES domestic Boiler Repair includes 1 call out from one of our Energy Services Engineer and up to 30 minutes’ labour (the “Service”).

2.2 You may be charged by AES for any service conducted during normal working hours (8.00am to 6.00pm Monday to Friday and 8.00am to 4pm 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. Where it is not possible 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 also notify You of any availability of gas 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.

2.3 If the Energy Services Engineer identifies that the boiler requires work which will take longer than the 30 minutes included in the price of the Service, additional costs will be charged as per per unit rate card which is available on our Website www.sseaertricity.com or from our Energy Services Engineer. After the 30 minute duration of the Service, any additional time, agreed to be spent servicing Your boiler will be charged in 20 minute units. Your consent is required before any additional costs are incurred by You. 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 is subject to Your consent, will attempt 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.sseaertricity.com. You will not incur any charge for a call out charge payable to the 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 make subject to aggressive/corrosive water, gas or electrical supply issues or there is an issue with any part of the installation.

2.4 If Your boiler requires work which will take longer than the 30 minutes included in the price of the Service, additional costs will be charged as per per unit rate card which is available on our Website www.sseaertricity.com or from our Energy Services Engineer. After the 30 minute duration of the Service, any additional time, agreed to be spent servicing Your boiler will be charged in 20 minute units. Your consent is required before any additional costs are incurred by You. 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 is subject to Your consent, will attempt 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.sseaertricity.com. You will not incur any charge for a call out charge payable to the 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 make subject to aggressive/corrosive water, gas or electrical supply issues or there is an issue with any part of the installation.

3. PRICE

3.1 The price for the Boiler Repair is available on the AES Website www.sseaertricity.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 to the AES Website www.sseaertricity.com.

3.3 If during the course of the Boiler Repair AES 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.

Payment for replacement parts will be required at the time of installation of the replacement part 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.

Replacement parts may not be identical to the parts in Your boiler being replaced and may be from a different manufacturer. A Manufacturers Warranty may apply to any replacement parts installed by the Energy Services Engineer (from date of installation). A Manufacturer’s Warranty is available on the AES Website www.sseaertricity.com. AES will not be responsible for any delay or non availability in the provision of replacement parts by suppliers or manufacturers.

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.

4. SUPPLEMENTAL COSTS

4.1 If Your boiler requires work which take longer than the 30 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.sseaertricity.com or from our Energy Services Engineer. After the 30 minute duration of the Service, any additional time, agreed to be spent servicing Your boiler will be charged in 20 minute units. Your consent is required before any additional costs are incurred by You. 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 is subject to Your consent, will attempt 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.sseaertricity.com. You will not incur any charge for a call out charge payable to the 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 make subject to aggressive/corrosive water, gas or electrical supply issues or there is an issue with any part of the installation.

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 1850 818 170 or by sending an email to info@sseaertricity.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.sseaertricity.com.

5.2 Repeated cancellations by You or lack of access to Your property by Your appointment may result in refusal to carry out the work associated with Your appointment. Upon cancellation or termination by You, AES will have no further duties with respect to Your appointment. 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.
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 any relevant standards or regulations. In no circumstances, does AES accept responsibility in relation to inadequacies with the original design or installation of 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 SUB-CONTRACTORS

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

11. INFORMATION WHICH YOU PROVIDE OR WE HOLD

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 cease any indirect damages 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 harmless and indemnified in respect of any actions, claims or proceedings brought against Us together with all loss, damage, costs and expenses which We may suffer as a direct or indirect consequence of any work carried out on Your boiler, appliance or central heating system by any other party 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.

11.4 We have no obligation, duty or liability to You, in contract or tort, for breach of statutory duty or otherwise than of a duty to order reasonable 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.

11.6 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 and are required to keep Your data safe and secure.

11.7 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 and quality control purposes, confirming details of Your conversations with AES or any other purposes mentioned in these Terms and Conditions.

11.8 In order to respect Your privacy, We 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.

11.9 You are entitled to a copy of Your personal data which is held by Us. You also have the right to request Us to correct any inaccuracies in Your information. Please also see our privacy notice which can be found on our website www.sseairtricity.com. This privacy notice shall form part of these terms and Conditions.

12. FORCE MAJEURE

12.1 AES shall not be liable if any or all of our obligations under the Agreement cannot be carried out for any reason, 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, 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 this Agreement and Conditions it is necessary for Us to provide You with the service, AES will collect and use information relating to You. AES may keep this information for a reasonable period after the service has ceased and You have ceased to engage the service with 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 shared with 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) to maintain Our records.

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 information from Your application and payment details of Your account may be recorded by these agencies and may be shared with other organisations to enable Us to make checks 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 and are 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 and 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 respect Your privacy, We 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 request Us to correct any inaccuracies in Your information. Please also see our privacy notice which can be found on our website 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 writing to our customer contact team on 1850 818 170;
(b) by email to info@airtricityhes.com;
(c) through our Website at www.sseairtricity.com;
(d) by letter to: Customer Service, SSE Airtricity Energy Services Ltd, Red Oak South, South County Business Park, Leopardstown, Dublin 18.

15. GENERAL

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

15.2 Notice: any 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 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.

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 then We 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 will be reported to You by AES for Your instructions regarding safe disposal. AES will not be responsible for the cost involved in disposing of asbestos found on the premises.

15.5 Amendment: 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 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 a court of competent jurisdiction as 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 separate legal entities or in any other manner), 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 each body will form a contract between You and such corporate bodies.

15.11 Entire Agreement: This Agreement constitutes the complete agreement between You and Us and supersedes all prior negotiations and agreements, representations or communications whether written or oral between You and Us. This document subject matter hereof, but no term purports to exclude liability for fraud.

15.12 Anti-Bribery: The parties warrant and 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.
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.