



TERMS & CONDITIONS GAS BOILER REPLACEMENT INCLUDING WARRANTY AND SERVICE PLAN

These Terms and Conditions together with the Sales Quotation constitute the entire Agreement between You and Airtricity Energy Services for our Gas Boiler Replacement including Warranty and Service Plan. It is Your responsibility to ensure that the details in Your Sales Quotation are complete and accurate before You commit Yourself to the Agreement. If any of the details contained in Your Sales Quotation is not complete or are inaccurate, please notify us in writing of such inaccuracies or errors. We only accept responsibility for statements and representations made in writing by our authorised employees and agents.

IT IS IMPORTANT that you read these Terms and Conditions carefully before You sign and return the Sales Quotation to us. You will be bound by these Terms and Conditions once the Agreement is executed by You. Please pay particular attention to Clauses 8 (Warranty), 12 (Limitations on Liability) and 14 (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;

"Additional Work" means any additional and/or rectification work that is required to complete the Work, which was not included in the Sales Quotation or was not reasonably foreseeable on a visual inspection of the Property by the AES Consultant before We gave our Sales Quotation;

"Boiler" means the mains gas central heating domestic boiler(s) to be installed as part of the Work as set out in Your Sales Quotation (if any);

"AES", "us" or "We" means Airtricity Energy Services;

"AES Consultant" means a qualified and experienced assessor engaged by AES to carry out an assessment on Your home, and advise You on services You may wish to have carried out;

"B.S. 7593: 2006" means the British standard code of practice for treatment of water in domestic hot water central heating systems, as laid down by the British Standards Institute, as amended or replaced from time to time, and any reference in these terms and conditions to a specific provision of B.S. 7593: 2006 shall be a reference to such provision as amended or replaced from time to time;

"Central Heating Installation" shall have the meaning given to that term in clause 2;

“Central Heating Parts” means any central heating parts to be installed as part of the Work as set out in Your Sales Quotation, other than a Boiler;

“Central Heating System” means Your existing central heating system at the Property (if any) including:

- (a) the existing boiler;
- (b) the existing Controls, (including electrical temperature controls); and
- (c) all existing pipes, pumps, radiators, valves, hot water cylinders and the expansion vessel;

“Controls” means the programmer/time clock(s), room thermostat (if fitted), cylinder thermostat (if fitted) and zone valves (but excluding the fused spur switch);

“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;

“Declaration of Conformance Certificate” means a declaration of conformity issued by an RGII accredited engineer in accordance with I.S. 813: 2002;

“Energy Services Engineer” means a qualified and experienced engineer engaged by AES to carry out the Work;

“Health and Safety Laws and Standards” means

- (a) the applicable requirements of health and safety legislation in Ireland including, but not limited to, the Safety Health & Welfare at Work Act 2005 and any regulations made thereunder from time to time;
- (b) The Building Control Acts 1990 and 2007 and any relevant Building Regulations made thereunder; and
- (c) all relevant safety standards applicable in Ireland, including, without limitation, I.S. 813: 2002 and B.S. 7593:2006;

“Installation Engineer” means a qualified and experienced engineer (RGII accredited) engaged by AES to carry out the Work;

“I.S. 813: 2002” means Irish Standard for the Domestic Gas Installation Standard 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 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;

“Notification of Hazard” means a notification issued to You in accordance with the requirements of I.S. 813: 2002 to advise of a defect of a gas installation which might affect the safety of persons or property;

“Partial Installation” shall have the meaning given to that term in clause 2.

“Parties” means us and You;

“Deposit” means that part of the Price You must pay before We will start the Work, as set out in Your Sales Quotation;

“Price” means the total price You must pay for the Work as set out in Your Sales Quotation;

“Property” means the domestic address shown on Your Sales Quotation at which We shall carry out the Work;

“RGII” means the Register of Gas Installers of Ireland;

“Scope of Works” means the summary of the steps involved in the Work;

"**Terms and Conditions**" means these terms and conditions;

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

"**Work**" means the work that We shall carry out at the Property, as detailed in the Scope of Works appended to Your Sales Quotation, being either a Central Heating Installation or a Partial Installation.

2. PLAN

- 2.1 Where Your agreement is for a Central Heating Installation, AES will remove Your Central Heating System and install Your new Central Heating System including the installation of the Boiler, the Central Heating Parts and all other parts, material and labour required to complete the installation of Your new Central Heating System (including, for the avoidance of doubt, all associated radiators, pipe work and fittings). Where Your contract is for a partial installation, We will replace the relevant part(s) in Your Central Heating System with the Boiler and/or Central Heating Parts (as the case may be) identified in the Sales Quotation signed by You (including all other parts, material and labour required to install the Boiler and/or Central Heating Parts into Your Central Heating System ("**Partial Installation**")) (the "**Replacement Service**"). In addition to either Central Heating Installation or Partial Installation, You shall also be entitled to a warranty and service (details of which are set out below) (the Installation Service, warranty and service collectively referred to as the "**Plan**")
- 2.2 We will carry out the Work during normal working hours (8.00am to 6.00pm Monday to Friday excluding bank holidays and public holidays in Ireland), unless otherwise agreed between the Parties.
- 2.3 We shall endeavour to provide accurate estimates for completion of the Work and will make reasonable efforts to complete the Work in accordance with the estimates provided. Notwithstanding the provisions of Clause 13, We cannot, be held responsible for unexpected delays including but not limited to inclement Weather or other circumstances beyond our control and We will not be liable to You for any reasonable delay in the commencement or completion of the Work.
- 2.4 When carrying out the Work, We will:
- (a) take reasonable care to avoid disrupting Your Property;
 - (b) remove all waste material which results from the Work;
 - (c) remove all disconnected and redundant parts of Your Central Heating System which We replace; and
 - (d) clean up after ourselves.
- 2.5 The Installation Engineer will, where applicable, carry out the Work in accordance with Health and Safety Laws and Standards and in accordance with the provisions of any relevant planning permission of which We are notified of by You.
- 2.6 It is Your responsibility to allow us access to the Property to carry out the Work.

3. PERMISSIONS

- 3.1 This Agreement is subject to Your confirmation that You are the owner of the Property and are not a tenant. In the absence such confirmation, We will assume that You are the owner of the Property. We shall not have any liability for any works which We carry out which have not been authorised by the owner of the Property and You agree to indemnify us for any losses howsoever arising that We incur from Your failure to make full and proper disclosure as to the ownership of the Property.
- 3.2 This Agreement is entered into and the Work is undertaken by AES upon the condition that any required licences, authorities or permissions (including all requisite planning permissions) are first obtained by You and that unrestricted access to Your Property will be available in order that the Work may be undertaken. We shall not have any liability for unauthorised works and You agree to indemnify us for any losses howsoever arising that We incur from Your failure to obtain any required such licences, authorities or permissions.

- 3.3 You shall inform us in advance of commencement of the Works of any conditions in any planning permission which is or may be relevant to the Works or the way in which such Works are or will be carried out. We reserve the right to notify You of any increase in the Price which may be required as a result of any conditions so notified to us, or in the event that We reasonably believe that We will not be able to comply with such conditions We may cancel this Agreement. You do not have to agree to any increase in the Price notified to You in accordance with this clause and if You do not so agree, either You or We may terminate this Agreement. In the absence of Your advice to the contrary, We will assume that there are no relevant conditions in any planning permission of relevance to the Works as aforesaid. We shall not have any such liability for failure to comply with any condition in a planning permission which is not notified to us and You agree to indemnify us for any losses howsoever arising that We incur from Your failure to comply with Your obligations under this clause.
- 3.4 The Boiler, Central Heating Parts and any other parts and materials will be Your responsibility from the time of delivery to Your property. Any loss, theft or damage to these materials will result in extra charges being incurred.
- 3.5 If, before the Work is carried out, You wish to change the nature or the scope of Work to be carried out, We will advise You of any increase in the Price and provide You with a new Sales Quotation (which must be signed by You) before We carry out the Work. Any variations required to be made to the Central Heating Installation, the Partial Installation or any Additional Work required to properly complete the Work and any additional costs associated therewith, shall be agreed with You prior to the commencement of the Work or as the case may be such Additional Work or variation of the Works.

4. STEPS INVOLVED

- 4.1 Prior to commencing the Work, the Installation Engineer will, where relevant:
- (a) visually inspect the relevant parts of the Property and the Central Heating System;
 - (b) test the integrity of the Central Heating System; and
 - (c) carry out a full technical survey of the Property (including the Central Heating System) to ascertain for the purpose of facilitating the Work:
 - (i) the condition and soundness of Your Central Heating System;
 - (ii) the condition and soundness of accessible gas pipe work and all flexible connections;
 - (iii) the adequacy of the fixed air supply;
 - (iv) the effectiveness of any flue or chimney;
 - (v) the appropriateness of appliance locations;
 - (vi) the condition and soundness of the electrical system; and
 - (vii) the suitability of the gas, electricity and water supply to the Property.
- 4.2 If the above inspections and system checks reveal that (a) any additional work is required, We shall inform You of same as soon as possible and confirm whether We are able to undertake such additional work and provide You with an estimate of the price and time required for completing the additional work; or (b) any gas safety hazards are identified, We shall inform You of same as soon as possible and issue You with a Notification of Hazard and (if possible) provide You with an estimate of the time required to remedy such gas safety hazards and any associated costs. We shall not be required to continue with any Work unless and until any increase in the Price has been agreed by You. We will issue You with a new Sales Quotation and You must sign this new Sales Quotation before We carry out the Work (which shall include the Additional Work). Please note that where the Installation Engineer issues a Notification of Hazard, We will not continue with any Work unless and until We have been provided with a Declaration of Conformance Certificate.
- 4.3 A summary of the steps involved in the Work (the “**Scope of Work**”) is appended to the Sales Quotation.
- 4.4 When carrying out the Work, We will (if required):
- (a) install surface trunking for wiring;
 - (b) lift carpets or other floor coverings (this work is at Your risk and We will discuss and agree this with You before doing so);

- (c) remove radiator coverings (this work is at Your risk and We will discuss and agree this with You before doing so);
 - (d) remove plaster where necessary and re-plaster to a smooth surface (if agreed and included in Your Sales Quotation);
 - (e) remove and restore any existing boxing for pipework (if agreed and included in Your Sales Quotation);
 - (f) fit grilles to supply air for combustion to standard flue appliances (if agreed and included in Your Sales Quotation);
 - (g) remove and restore brickwork and roof-tiles (if agreed and included in Your Sales Quotation). In restoring brickwork or roof-tiles, We will either:
 - (i) use the nearest matching materials that We can obtain from a local builder's merchant, and/or
 - (ii) use bricks or tiles that You provide.
- 4.5 Unless otherwise stated, electrical wiring, connections and material necessary for the carrying out of the Work will be included in the Price. When carrying out the Work, We will not create channels for wiring or pipework in solid walls or floors. The wiring to components will be run on the wall surface unless otherwise specified and agreed in Your Sales Quotation.
- 4.6 All new central heating pipe work will be run in tubing manufactured to the appropriate British Standard or equivalent with suitable CE marked fittings.
- 4.7 Where solid fuel back boilers are present at Your property they will be left drained and drilled only. Removal of solid fuel back boilers will not be undertaken by AES.
- 4.8 In the case of an existing oil fired Central Heating System, the oil tank will be disconnected by us but We will not dispose of any oil contained in the oil tank and will not be responsible for the removal of the oil tank. This work should be undertaken by a specialist contractor.
- 4.9 We accept no responsibility for the suitability of any existing flue at Your Property. If any existing flue is to be used, You must arrange for it to be swept prior to commencement of the Installation or Part Installation. If an existing flue is used and later proves to be unsatisfactory in operation then You must arrange for a replacement flue system to be installed at Your own cost. Flue liners will not be installed in unswept chimneys, nor will fan assisted flue systems be connected to unswept chimneys.
- 4.10 While We will exercise due care in carrying out the Work, You accept that the Work may cause damage to finishings both internally and externally and that certain areas of Your property may need redecoration following completion of the Work. This contract does not include provision for the painting of radiators, the making good of decorations, any additions to cold water secondary services, alteration to linen cupboard shelves, renewal or repair of floor boards or old pipe runs, nor for the chasing or boxing in of pipes or wire. All such redecoration or repair works will be Your responsibility and are not included in the Price.
- 4.11 AES take no responsibility for existing sludge or waste in Your heating system. We will drain, refill and add an inhibitor to Your heating system but We cannot guarantee the removal of all sludge and waste materials that existed prior to any works carried out by AES. In certain circumstances We may recommend a full chemical cleanse and flush (see MagnaCleanse Terms and Conditions which are available on our Website www.airtricity.com) of Your heating system prior to installation.
- 4.12 After the completion of the Work the Installation Engineer will:
- (a) explain and demonstrate the functions of both time and temperature controls, for the economic use of the central heating system;
 - (b) explain the user operating instructions for the Boiler and Controls;
 - (c) issue You with a completed Declaration of Conformance;
 - (d) issue You with a completed boiler passport (if a new Boiler has been fitted); and
 - (e) commission the Boiler and Your central heating system in accordance with the particular manufacturers' instructions.

5. **PRICE**

- 5.1 The Sales Quotation is an offer by AES to carry out the Work at the Price and is made on the basis that We will only carry out the Work as set out in the Sales Quotation. The Price (inclusive of VAT) set out in the Sales

Quotation shall be valid for a period of 30 days from the date of the Sales Quotation unless We notify You, in writing, that We have withdrawn or amended it during that period. To accept the Price, You must sign and return Sales Quotation to us within the aforementioned 30 day period.

5.2 We may run a credit check against You in advance of completion of the Work. The purpose of this credit check is to determine the appropriate payment terms for the Work. You can pay for the Work by any of the following methods:

- (a) by paying in full by way of one lump sum payment at the time of placing Your order for the Work; or
- (b) by paying a deposit (the sum of which will be confirmed by us prior to any Work commencing) at the time of placing Your order for the Work and by paying the balance upon completion of the Work, after which an invoice will be issued to You; or
- (c) by paying in full on completion of Work (subject to AES approval).

In the case of payment option (b) above, there are a number of different deposit requirements which depend on the Price for the Work and Your situation and credit history. We will determine the amount of the deposit required and this amount will be reflected in Your Sales Quotation.

5.3 We will ask for Your payment details and preferred payment method in advance of providing You with a completed Sales Quotation and will also advise You of the relevant amount. If You do not pay us any sum due under this Agreement when due, We may charge You a late payment fee equal to 5% of any amount outstanding.

6. SUPPLEMENTAL COSTS

6.1 The Price does not include the cost of removing any dangerous waste material, which shall include but not be limited to asbestos.

6.2 The cutting away and making good of the fireplace aperture is not included in the Price where a fire/back boiler unit is specified in the Sales Quotation. The removal of flue liners is also not included. AES does not accept responsibility for removal or reinstatement of any decorations or decorative features in the vicinity of the fireplace aperture.

6.3 You have no obligation to agree to any increase in the Price for carrying out the Additional Work, and if You do not agree to any Additional Work identified by us or if a Notification of Hazard is issued, either We or You may cancel the Additional Work. In these circumstances, We shall remove any Boiler or central heating parts or Controls that We have installed, and shall restore Your Property and Central Heating System (if applicable) to the state they Were in before We began Work. We shall be entitled to charge You a reasonable amount to cover our costs in carrying out the Work up to the date on which the Replacement Service is cancelled and also in relation to restoring Your Property and Central Heating System. We may deduct these costs from Your deposit and if the costs exceed Your deposit, We may recover the excess from You.

7. CANCELLATION / TERMINATION

7.1 Subject to the other provisions of this clause 5, You may cancel the Plan by contacting us on 1890 457 500 or emailing us at info@airtricityhes.com.

7.2 Once You have accepted the Sales Quotation, neither party may cancel the Plan unless:

- (a) these Terms and Conditions permit such termination;
- (b) AES is in material breach of any of the Agreement, and such breach is not rectified within 30 days, in which case You shall be entitled to terminate the Agreement;
- (c) You are in breach of any of the Agreement, in which case We shall be entitled to terminate the Agreement;
- (d) You have not paid the deposit (if applicable) or, in our reasonable opinion, You have no reasonable prospect of paying the deposit; or
- (f) there is a health and safety issue that means it is inappropriate to fulfil the Replacement Service in which case, We may cancel the Plan.

7.3 If You terminate the Plan, our liability to You is as set out in clause 12 hereof.

7.4 Without affecting any other right or remedy We may have, if We terminate the Agreement in accordance with this clause 5, We shall be entitled to charge You the reasonable costs We have incurred in carrying out the Works and/or Additional Works before the date of cancellation. We may deduct these costs from Your deposit, and if the costs exceed Your deposit, We may recover the excess from You.

7.5 You may cancel a booking for Replacement Service up to 5 working days before the Work is due to be carried out. If You exercise this right of cancellation, please note that You will be liable for any costs associated with any boiler or parts sourced by us in preparation for the performance of the Work before We received notice of Your cancellation (and which cannot be returned to the original supplier or otherwise resold within a reasonable period). You hereby agree that We may deduct these costs from Your deposit and if the costs exceed Your deposit, We may recover the excess from You. Repeated cancellations of a booking or lack of access to Your Property may, at our discretion, result in refusal to carry out any work associated with Your booking. Upon cancellation or termination by You, AES will have no further duties with respect to Your booking.

7.6 AES shall be entitled to cancel Your booking for the Replacement Service, at any time, without giving a reason and We will have no further duties with respect to Your booking.

8. REFUSAL TO PROVIDE THE SERVICE

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

8.2 We will not be obliged to carry out the Work unless:

- (a) You have accepted the duly completed Sales Quotation;
- (b) You have confirmed that You are the owner of the Property or the owner of the Property has confirmed to us, in such form as We may require, that he/she authorises the Works;
- (c) the scope of Additional Work (if any) has been agreed between You and AES;
- (d) a satisfactory survey of the Property has been carried out by us in accordance with clause 2.12;
- (e) We are satisfied with Your credit check results if applicable; and
- (f) You have paid the deposit (if applicable).

9. REPLACEMENT PARTS

9.1 The Installation Engineer may, while carrying out the Replacement Service, identify parts in Your boiler requiring replacement.

9.2 The Installation Engineer will advise You of the cost of replacing these parts and, subject to Your consent, will supply and fit suitable replacement parts.

9.3 If during the Replacement Service, the Installation Engineer is required to leave Your Property to obtain any replacement parts, AES shall require payment for the Replacement Service and any supplemental costs before the Installation Engineer leaves Your Property.

9.4 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.

9.5 Replacement parts may not be identical to the parts in Your boiler being replaced and may be from a different manufacturer.

9.6 AES will not be responsible for any delay in the provision or non availability of replacement parts by suppliers or manufacturers.

9.7 Any parts which are removed from Your boiler by the Installation Engineer will, unless You specify otherwise, be taken away for correct disposal by the Installation Engineer.

10. WARRANTY

10.1 A Manufacturer's Warranty may apply to any parts installed the Installation Engineer (from date of installation of the part).

- 10.2 The only warranties given in relation to the Boiler, the Central Heating Parts or the Controls are as set out in this clause 10.
- 10.3 With regard to the installation of the Boiler, the Central Heating Parts or the Controls, the boiler manufacturer may provide a warranty beginning on installation date subject to the Manufacturers Terms and Conditions. No other part of the Central Heating System is covered under this warranty.
- 10.4 AES reserve the right to use boiler manufacturer's agent(s) to repair boiler during warranty period. AES accept no responsibility as to the availability or lead time for a manufacturer to visit boiler. AES accept no responsibility as to the availability/non-availability of spare parts or the time it may take to obtain such spare parts.
- 10.5 Any Manufacturer's Warranty shall be subject to the Manufacturer's Terms and Conditions. It is the responsibility of the customer to ensure they are familiar with these Terms and Conditions.
- 10.6 All work undertaken by the Installation Engineer carries a 30 day labour warranty from the date the work is completed by the Installation Engineer.
- 10.7 Subject to the other provisions of this clause, if You have any problems within the period of the 30 day labour warranty referred to in clause 8.7, there will be no call out charge applied if the Installation Engineer has to call back. If, when the Installation Engineer calls back, he/she identifies a problem that is not related to the works he/she carried out, the Installation Engineer will advise You of the cost of the labour and any replacement parts necessary to rectify the matter. Subject to Your approval, the Installation Engineer will then try to fix the problem and You will be charged for the time it takes for the Installation Engineer to rectify the matter and for the cost of any necessary parts. Time will be charged in 20 minute units as per our rate card which is available on the AES Website www.airtricity.com.

11. SERVICE PLAN / AFTER CARE PACKAGE

- 11.1 The purchase of the Plan entitles You to 4 annual Boiler service and safety checks from one of the AES home energy services engineers on each of the anniversaries following the installation of Your Boiler.
- 11.2 We will contact You on the anniversary of the Boiler installation. The service and safety check 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 Home Energy Services Engineer will carry out the service and safety check on the date agreed between You and AES.
- 11.3 If You wish to cancel an appointment with us, You must do so within 48 hours of Your appointment time by contacting us on 1890 457 500 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. 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 by You, AES will have no further duties with respect to Your appointment.
- 11.4 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.
- 11.5 Additional costs will be incurred for any works to Your Central Heating System unless otherwise agreed with AES or our Home Energy Services Engineer. The price for any works to Your Central Heating System will be agreed with You by our Home Energy Services Engineer prior to commencement of the Works.
- 11.6 "Gas Boiler Service" Terms & Conditions apply which are available on our Website www.airtricity.com.

12. CONDITION OF PROPERTY AND APPLIANCE

- 12.1 This Agreement is subject to a suitable gas, electricity and water supply being available to Your Property. The cost of providing such a supply is not included in the Sales Quotation unless shown as a separate item.

- 12.2 You are responsible for making sure that conditions at Your Property are suitable for us to do the Work and the necessary facilities, services and supplies are already installed and working at Your Property. If We consider that the conditions at Your Property are not suitable for us to do the Work (which may include the presence of asbestos at Your Property) We will tell You what You must do before We can perform the Work.
- 12.3 Before We start Work, You must clear any furniture or fittings from any rooms or roof space that We need to enter to do the Work. The AES Consultant will agree with You how much clearing You will need to do. If You do not clear the furniture and fittings as agreed, We may charge You a reasonable amount to cover our costs for any delay. It is not envisaged that our Installation Engineers will be responsible for clearing any furniture or fittings, however if, due to Your personal circumstances, You would like us to carry out any such clearing work, We may, at our discretion, do so but only on the basis that We are not liable for any damage caused as a result (unless We have been negligent).
- 12.4 If You do not comply with Your obligations under this clause 10, We will have the right to terminate the Agreement in accordance with clause 5.
- 12.5 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 the hot water system (e.g. heating up time, incorrect radiator sizes, faulty pipe work or lack of water circulating in any part of the Central Heating System, or damage resulting from disturbance of existing supplies, tanks or cylinder). Moreover, AES does not warrant the fitness for purpose or condition of an appliance or central heating system.
- 12.6 During the course of the Works, We shall endeavour to inform You of any deficiency or inadequacy attributable to or in the original design or installation of the Central Heating System or hot water system. We will also provide You with a quotation for rectifying such deficiencies or inadequacies.
- 12.7 We do not accept responsibility or liability for the quality or condition of any existing equipment or appliance in the Property (including, without limitation, the Central Heating System and hot water system or any part thereof).
- 12.8 We may identify and inform You that new parts need to be connected to Your existing Central Heating System and You may instruct us to connect these new parts. Please note, however, that We will not accept responsibility or liability for the cost of repairing or replacing these new parts unless We have been negligent in connecting these new parts.
- 12.9 We accept no responsibility or liability where Your Central Heating System fails to work properly and such failure is attributable to inadequacies in Your electricity or water supply or varying water pressures.

13. USE OF SUBCONTRACTORS

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

14. LIMITATION OF LIABILITY

- 14.1 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**").
- 14.2 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.
- 14.3 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.

- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 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.
- 14.8 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.
- 14.9 None of the AES, its officers, employees or agents shall, in any circumstances be liable for any damage to property or injury to persons.

15. FORCE MAJEURE

- 15.1 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.

16. USE OF PERSONAL INFORMATION

- 16.1 AES will comply with our obligations under any applicable data protection legislation.
- 16.2 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.
- 16.3 Information which You provide or We hold may be used by us, our employees, subcontractors and/or our agents:-
- for the purposes of attending Your property;
 - to help identify You when You call;
 - 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;
 - to detect and prevent crime, fraud and loss;
 - for health and safety and risk assessment;
 - for administering accounts; and
 - for credit checking purposes.
- 16.4 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.
- 16.5 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.

- 16.6 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.
- 16.7 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.
- 16.8 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
Airtricity Home Energy Services, Unit 11A Santry Business Park, Santry, Dublin 9

- 16.9 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.
- 16.10 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,
Airtricity Home Energy Services,
Unit 11A Santry Business Park, Santry, Dublin 9

17. **COMPLAINTS PROCEDURE**

- 17.1 You can register Your complaint with us in any of the following ways:

- (a) by calling our customer contact team on 1890 457 500;
- (b) by email to info@airtricityhes.com;
- (c) through our Website at www.airtricity.com; or
- (d) in by letter to:

Customer Service,
Airtricity Home Energy Services,
Unit 11A Santry Business Park, Santry, Dublin 9

18. **GENERAL**

- 18.1 These Terms and Conditions apply to the Service provided by KN Home & Energy Services Limited trading as Airtricity Home Energy Services a limited liability company with registered number 476708 and with registered address at Unit 3-4 Crag Avenue Business Park, Clondalkin Industrial Estate, Clondalkin, Dublin 22, trading as AES.
- 18.2 **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 Home Energy Services, Unit 11A Santry Business Park, Santry, Dublin 9 or such other address or electronic mail address as may be provided to the Customer by AES from time to time.
- 18.3 **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.

- 18.4 **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.
- 18.5 **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.
- 18.6 **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.
- 18.7 **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.
- 18.8 **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.
- 18.9 **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.
- 18.10 **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.
- 18.11 **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.
- 18.12 **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.
- 18.13 **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.