

TERMS AND CONDITIONS FOR BOILER CARE BRONZE - BOILER CARE AGREEMENT

1. BOILER CARE BRONZE

- 1.1 Boiler Care Bronze includes one Boiler Service and one Boiler Safety Check (as described in the clauses 2.1 and 2.2) for each Contract Year during the term of the Boiler Care Agreement. Boiler Care Bronze does not include any additional labour (subject to clause 7) or any parts required to repair the boiler. If a part or additional labour is required to repair the boiler this will be quoted for separately.
- 1.2 The price quoted in the Boiler Care Agreement (or as notified to you from time to time in the annual notification reminding you of your annual Boiler Service Visit) is for the service of a central heating boiler that does not exceed 25kW (86,000 BTU) output. Boiler Care Bronze is for System Boilers and Standard Boilers with a separate pump and includes combination or condensing / high efficiency type boilers.

2. SCOPE OF SERVICE

2.1 Boiler Service

A service engineer will perform a full annual service on your domestic boiler. The service includes 16 separate tests and checks all of which are outlined below. As part of the Boiler Service our nominated service engineer will inspect the central heating boiler and clean and adjust it as necessary. All visual checks and tests applied are in accordance with IS 813:2002 and the service engineer follows manufacturer's instructions as outlined in the installation and servicing instructions where available. **The following tests and checks will be applied to the appliance:**

Boiler Checks

- Check Isolating Valves
- Check Location of Flue
- Check Permitted Location of Appliance
- Check Size of Open Vented Flue
- Check Terminal Location
- Check Cowl Fitted
- Check Main Burner
- Clean Main Burner
- Clean Pilot Burner
- Clean Heat Exchanger

Tests Applied

- Cold check effectiveness of flue
- Test effectiveness of functionality of flue with boiler running
- Test gas soundness of appliance
- Test appliance burner pressure
- Check to see if 3 amp fuse is fitted
- Check to see that a Double Pole Isolation Switch is fitted

2.2 Boiler Safety Check

During a Boiler Service Visit, a Service Engineer will check the integrity of the boiler in accordance with Annex C of IS 813:2002.

3. TERM OF BOILER SERVICE AGREEMENT AND TERMINATION

- 3.1 **Term:** Your Boiler Care Agreement provides for an annual Boiler Service Visit. The Boiler Care Agreement will continue from year to year until you terminate it by giving us notice in accordance with clause 3.5, or we terminate it by giving you notice in accordance with clauses 3.7 or 3.8 (whichever is earlier).
- 3.2 **Commencement:** When you order Boiler Care Bronze, Bord Gáis will run a credit

check against you. If this is satisfactory to Bord Gáis, the Service Engineer will carry out a Boiler Service and a Boiler Safety Check on the date agreed between you and Bord Gáis at the time you book your initial Boiler Service Visit with Bord Gáis. Bord Gáis will not be obliged to carry out a Boiler Service or a Boiler Safety Check unless it is satisfied with your credit check results. Boiler Service Visits will be conducted during normal working hours (8am to 6pm Monday to Friday excluding bank holidays and public holidays in Ireland), unless otherwise agreed between the parties.

- 3.3 **Cancellation:** In circumstances where you order Boiler Care Bronze over the phone, you can cancel your Boiler Care Agreement within seven working days of receiving these terms, without giving a reason, and without incurring any charges, unless the Boiler Service and Boiler Service Check have been carried out before the end of this period with your agreement. Otherwise, you can cancel the Boiler Service Visit up to 24 hours before the service is due to be carried out. If you cancel less than 24 hours before the Boiler Service Visit is due to be carried out, we will charge you a cancellation fee equal to €30. You will be deemed to have cancelled with less than 24 hours notice if, without at least 24 hours prior notice to us, the Service Engineer cannot access your home to carry out the Boiler Safety Check and Boiler Service at and on the agreed time and day.
- 3.4 **Annual notification:** You will be sent a letter of notification annually by Bord Gáis, prior to the Annual Service Date, to arrange a time for a Boiler Service Visit. Bord Gáis may increase the charges for Boiler Care Bronze from time to time provided that notice of the new charge rate is included in the letter of notification reminding you of your annual Boiler Service Visit.
- 3.5 **Termination:** If you no longer wish to have your boiler serviced by Bord Gáis, you must terminate the Boiler Care Agreement:
- (a) by calling our customer contact team on the telephone number provided in the letter of notification reminding you of your annual Boiler Service Visit; or
 - (b) by electronic mail to the address specified in the letter of notification reminding you of your annual Boiler Service Visit,
- but in either case, prior to the earlier of:
- (a) the Annual Service Date; or
 - (b) the day fourteen (14) days after the date of the notification reminding you of your annual Boiler Service Visit is sent out by Bord Gáis.
- 3.6 If you fail to terminate the Boiler Care Agreement in accordance with clause 3.5:
- (a) where you have chosen to pay for Boiler Care Bronze by having the cost charged to your servicing bill we have the right to charge to your servicing bill after the Annual Service Date the full amount payable for the Boiler Service Visit (as set out in the letter of notification reminding you of your annual Boiler Service Visit); or
 - (b) where you have chosen to pay for Boiler Care Bronze by way of monthly direct debit instalments, we have the right to continue to be paid the relevant monthly instalment (as set out in the letter of notification reminding you of your annual Boiler Service Visit) by way of direct debit from your bank account.
- 3.7 We shall be entitled to terminate the Boiler Care Agreement at any time by giving you notice in writing if:
- (a) you default in making any payment due to us; or

- (b) in the opinion of a Service Engineer, your boiler can no longer be maintained in good working order by the provision of replacement spare parts or your boiler is damaged beyond economic repair otherwise than through default of Bord Gáis.

3.8 We shall be entitled to terminate the Boiler Care Agreement at any time without reason by giving you seven days' notice.

3.9 Upon termination, Bord Gáis will have no further duties with respect to Boiler Care Agreement.

4. PRICE PAYABLE BY YOU

4.1 Subject to clauses 4.2 to 4.5 below, the annual amount payable for Boiler Care Bronze is as set out in the Boiler Care Agreement or as notified to you from time to time in the annual notification reminding you of your Boiler Service Visit. You can check the current rates applicable to Boiler Care Bronze and our other boiler servicing products on the Bord Gáis website at www.bordgaisenergy.ie. All prices quoted are inclusive of VAT at the applicable rate from time to time.

4.2 The annual amount payable for Boiler Care Bronze is subject to an additional administration charge of €7.92 per annum in the event that you choose to pay for Boiler Care Bronze by way of monthly direct debit instalments.

4.3 Boilers that have not been serviced on a regular basis may need additional work and time and this labour element will cost extra. The Service Engineer will advise you of any required labour outside the scope of Boiler Care Bronze prior to commencing any work at all on your boiler and will only proceed with your agreement. We will charge you for any additional time outside the scope of Boiler Care Bronze in 15 minute units. You can check the current applicable rates on the Bord Gáis website at www.bordgaisenergy.ie from time to time or by calling our customer contact team on the telephone number provided in the letter of notification reminding you of your annual Boiler Service Visit.

4.4 If you agree to have the Service Engineer replace parts or components in accordance with clause 6 below, you will also be charged for the costs of such replacement parts or components.

4.5 Servicing of condensing or combination boilers may be charged to customers at a higher rate than conventional boilers because they are a more specialist product and the Service Engineers that work on these products need additional training.

5. PAYMENT TERMS

5.1 Subject to clauses 5.2 to 5.5 below, you can pay for Boiler Care Bronze (and any additional labour or parts provided by the Service Engineer with your agreement) by either of the following methods:

- (a) by having the cost of Boiler Care Bronze charged to your servicing bill; or
- (b) by paying for Boiler Care Bronze by way of monthly direct debit instalments as notified by Bord Gáis to you.

5.2 We will ask for your payment details and preferred payment method at the same time that we book your initial Boiler Service Visit with you. If you chose to pay by way of direct debit, you can provide your direct debit instructions by telephone or in writing (by completing the Direct Debit Mandate attached to your servicing bill).

5.3 If you avail of the option to pay by having the cost charged to your servicing bill, you must pay for any work carried out and charged to your servicing bill by the due date set out on the relevant servicing bill.

5.4 If you avail of the option to pay by direct debit instalments you may terminate the

arrangement at any time by paying the full outstanding balance of the total amount payable at that time.

- 5.5 If you do not pay us any sum due under these Terms and Conditions when due we may charge you a late payment fee equal to 5% of the then due payment.

6. PROVISION OF SPARE PARTS

- 6.1 The Service Engineer may, during the Boiler Service Visit, identify parts OR component failure or potential failure. The Service Engineer will advise you of the cost of replacement of any such parts and if necessary, but subject to your signed authorisation, will supply and fit adequate replacement parts or components.
- 6.2 Replacement parts or components may not be the same as the parts being replaced and may not be from the original manufacturer.
- 6.3 We will not be responsible for any delay in the provision, or unavailability, of spare parts by suppliers or manufacturers.
- 6.4 Any parts or components which are removed from your Boiler by the Service Engineer will, unless you specify otherwise, be taken away for proper disposal by the Service Engineer.

7. WARRANTY

All work undertaken by the Service Engineer while servicing the boiler carries a sixty (60) day warranty. Subject to the other provisions of this clause, if you have any problems with the boiler after the work has been done there will be no call out charge applied if the Service Engineer has to call back. If, when he calls back, the Service Engineer identifies a problem with the boiler that is not related to the service he carried out, the Service Engineer will advise you of the cost of the labour and any replacement parts necessary to rectify the matter. Subject to your signed authorisation, the Service Engineer will then fix the problem and you will be charged for the time it takes for the Service Engineer to rectify the matter and for the cost of any necessary parts. Time will be charged in 15 minute units. You can check the current applicable rate on the Bord Gáis website at www.bordgaisenergy.ie from time to time.

8. ASSIGNMENT

The Boiler Care Agreement is personal to you and therefore it 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 Boiler Care Agreement to any company or person.

9. CONDITION OF CENTRAL HEATING BOILER

Servicing of a central heating boiler does not imply that it is manufactured or installed satisfactorily or to the prevailing standards or regulations. We do not accept responsibility for any inadequacy attributable to the original design or installation of the boiler and make no warranty as to fitness for purpose or condition.

10. USE OF SUBCONTRACTORS

We reserve the right to use sub-contractors to carry out all or any part of the works to be carried out pursuant to the Boiler Care Agreement.

11. GENERAL LIMITATIONS OF OUR OBLIGATION

- 11.1 We shall not be liable if any work is carried out on the boiler, appliance or system by any other party without our prior written consent – any such action will give us the immediate right to terminate the Boiler Care Agreement. You agree to

indemnify us and keep us indemnified in respect of any actions, claims or proceedings from time to time brought against us and all loss, damage, costs and expenses which we may incur as a consequence of any work carried out on the boiler, appliance or system by any party other than Bord Gáis without our prior written consent.

- 11.2 We shall not be liable if we, and/or the service engineers, are unable to carry out our obligations due to industrial disputes or any other cause outside our reasonable control, including but not limited to Acts of God, explosion, flood, lightning, tempest, 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.
- 11.3 We shall not 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 under the Boiler Care Agreement.
- 11.4 **We have no obligation, duty or liability to you in contract, tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care, except that nothing herein purports to disallow liability for fraud, or liability in the event of the death or personal injury of the customer attributed to Bord Gáis and nothing herein 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.**

12. DATA PROTECTION NOTICE

- 12.1 In order that Bord Gáis may perform its obligations under these Terms and Conditions and provide you with an effective service, it is necessary for Bord Gáis to collect and use data relating to you while you are being supplied with this service. This data is used mainly to manage our relationship with you and for the provision of the Boiler Care Bronze service, including for example, visits to your home. In addition, data relating to you may be used for health and safety, administration, risk assessment, marketing and credit checking purposes. Bord Gáis may keep your data for a reasonable period after it has ceased to provide you with this service but will not keep it for any longer than is necessary and/or as required by law.
- 12.2 Bord Gáis may disclose your data to other members of the Bord Gáis group and agents who act on behalf of Bord Gáis in connection with the activities referred to above, including to any agent or third party service provider who Bord Gáis 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 Bord Gáis. They are also required to keep your data safe and secure.
- 12.3 From time to time you may speak to employees of Bord Gáis (or agents acting on its behalf) by telephone. To ensure that Bord Gáis provides a quality service, your telephone conversations may be recorded. Bord Gáis will treat the recorded information as confidential and will only use it for staff training/quality control purposes, confirming details of your conversations with Bord Gáis or any other purposes mentioned in this Notice.
- 12.4 You have the right to ask for a copy of your personal data (Bord Gáis 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: Bord Gáis - Data Protection Officer, P.O. Box 51, Gasworks Road, Cork. 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. MARKETING

- 13.1 Bord Gáis, members of the Bord Gáis group and/or agents acting on behalf of Bord Gáis may wish to contact you by text message, e-mail, post, telephone or in person with information about products or services which may be of interest to you. Please follow carefully the instructions below to ensure that your marketing preferences are respected.
- 13.2 If you do not wish to be contacted by e-mail or text message with information about Bord Gáis products and services which are designed to promote energy efficiency in the home, please exercise your right of opt-out as described below.
- 13.3 If you do not wish to be contacted by post, telephone or in person with information about BGE products or services, please exercise your right of opt-out as described below.
- 13.4 How to exercise your right of opt-out

You can exercise your right of opt-out by either:

- writing to us at: Bord Gáis Energy
 Data Protection Opt-out
 PO Box 10310
 Freepost F4062
 Dublin 1

OR

- completing the Web Form on www.bordgaisenergy.ie/dp

14. COMPLAINTS PROCEDURE

If you are unhappy with any service or contact you have with us, you can register your complaint with us in any of the following ways:

- by calling our customer contact team at 1850 632 632;
- by email to info@bordgais.ie or through our website at www.bordgaisenergy.ie; or
- by letter to Customer Care, Bord Gáis Energy, PO Box 10943, Dublin 1.

15. GENERAL

- 15.1 **Notices:** Any notice or account sent by ordinary post pursuant to the Boiler Care Agreement shall be deemed to have been received on the day that is the second 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 Bord Gáis by electronic mail or by post.

Any notice required or permitted to be given by the customer shall be in writing addressed to Bord Gáis Energy servicing, PO Box 10943, Dublin 1 or such other address or electronic mail address as may be provided to the customer by Bord Gáis from time to time.

- 15.2 **Amendments:** We reserve the right to change the Terms and Conditions of the Boiler Care Agreement by giving written notice to you as soon as is reasonably practicable prior to the changes being introduced. We will also publish details of any changes on the Bord Gáis website at www.bordgaisenergy.ie as soon as possible prior to the changes being introduced.
- 15.3 **No waiver:** No forbearance, indulgence or relaxation on the part of Bord Gáis shown or granted to the customer shall in any way affect, diminish, restrict or

prejudice the rights or powers of Bord Gáis or operate as or be deemed to be a waiver of any breach of the Boiler Care Agreement.

- 15.4 **Severance:** If any provision of the Boiler Care 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.
- 15.5 **Governing Law:** The Boiler Care Agreement shall be governed by and construed in accordance with Irish law. The parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.
- 15.6 **Bord Gáis Re-Organisation:** Notwithstanding anything to the contrary in the Boiler Care Agreement, if Bord Gáis or the Government of Ireland or any department thereof should reorganise the business and/or legal structure of Bord Gáis whether pursuant to Directive 2009/73/EC or otherwise howsoever, and whether by dividing its business between two or more corporate bodies or otherwise, the rights and obligations of Bord Gáis may be divided between such bodies or assigned or novated to any one or more of such bodies and the customer shall thereafter deal with such business divisions or corporate entities which result from the re-organisation (the "**New Divisions**") as if the parts of the Boiler Care Agreement relevant to the business of such New Division formed a contract between the customer and such New Division.
- 15.7 **Entire Agreement:** The parties acknowledge that the Boiler Care Agreement constitutes the complete agreement between the parties and supersedes all prior understandings, agreements, representations or communications whether written or oral between the parties relating to the subject matter hereof, but no term purports to exclude liability for fraud.

16. GLOSSARY

"**Annual Service Date**" means the yearly anniversary of the date of the first Boiler Service Visit;

"**Boiler Care Agreement**" means the boiler care agreement provided to you by the service engineer and signed by you which incorporates these Terms and Conditions (as if the Terms and Conditions were set out in full in the Boiler Care Agreement);

"**Boiler Safety Check**" means a safety check of a boiler as described in clause 2.2;

"**Boiler Service**" means a service of a boiler as described in clause 2.1;

"**Boiler Service Visit**" means a call-out by a service engineer to perform a Boiler Service and a Boiler Safety Check;

"**Bord Gáis**", "**us**" or "**we**" means Bord Gáis Eireann trading through its division Bord Gáis Energy;

"**Contract Year**" means the period of one calendar year commencing on the date of your Boiler Care Agreement and each calendar year thereafter commencing on the anniversary of such date, until the Boiler Care Agreement is validly terminated;

"**Customer**" or "**you**" means the customer(s) who makes the Boiler Care Agreement with us, and includes a person who we reasonably believe is acting with your authority or knowledge;

"**IS 813:2002**" means Irish Standard 813:2002 for Domestic Gas Installations as laid down by the National Standards Authority of Ireland, as amended or replaced from time to time, and any reference in these Terms and Conditions to a specific provision of IS 813:2002 shall be a reference to such provision as amended or

replaced from time to time;

"**Parties**" means us and you;

"**Service Engineer**" means a qualified and experienced engineer engaged by Bord Gáis to carry out boiler servicing and repair works;

"**Standard Boiler**" means an appliance that contains a domestic central heating boiler only;

"**System Boiler**" means an appliance that contains a domestic central heating boiler and plumbing components including a circulating pump, expansion vessel and safety valve plus internal piping connecting these devices together.

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

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