

SALES ORDER FORM

Water softener



PLEASE USE BLOCK CAPITAL LETTERS

SALES AGENT DETAILS

Sales agent name:

Sales agent number:

Sales agent contact number:

CUSTOMER DETAILS

Customer name:

Address:

Contact number:

Email:

TECHNICAL VISIT DETAILS

Reason for softening:

Boiler type/age:

System type/age:

Works required to facilitate installation:

Water softener installation date:

Comments:

PAYMENT METHOD

Payment in full:

Initial pre-payment, with balance to be paid following receipt of Servicing Bill:

Initial pre-payment, with balance to be paid in monthly instalments by Direct Debit:

Please see paragraph 5 of the terms and conditions on the reverse of this document for further details regarding payment terms.

ACCEPTANCE

I confirm that I have read the specifications, terms and conditions here and on the reverse of this document and my request to Bord Gáis to provide the Water Softener service in accordance with the conditions stated. ~~By booking the Water Softener service you confirm acceptance of the terms and conditions.~~

Job type:

Date:

Customer signature:

Date:

Representative signature:

Note: Your attention is drawn to the terms and conditions on the reverse of this document. By booking the Water Softener service you confirm acceptance of these terms and conditions.

This quotation is valid for 60 days (T.B.C)

Job complete:

Date:

Signed:

Print:

If you need help or advice please contact us at 1850 632 632

TERMS AND CONDITIONS FOR THE PROVISION OF THE BORD GÁIS ÉIREANN WATER SOFTENER SERVICE.

BY ORDERING THE WATER SOFTENER SERVICE YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS.

PARTICULAR ATTENTION IS DRAWN TO CLAUSES 6 (WARRANTY), 10 (LIMITATIONS) AND 11 (DATA PROTECTION NOTICE).

PLEASE READ THESE CAREFULLY.

1. THE WATER SOFTENER SERVICE

1.1 The Bord Gáis Éireann Water Softener Service involves the supply and installation of a Water Softener Unit connected to the Water Supply System in your home. The Water Softener Unit softens the hard water passing through your Water Supply System by directing the hard water through a cylinder containing ion exchange resin which removes the hardness from the water, and reduces the potential for deposits to accumulate and affect the efficiency of your Water Supply System.

1.2 The Water Softener Unit supplied and installed as part of our Water Softener Service is suitable for most domestic Water Supply Systems. The Bord Gáis Energy Assessor will assess whether the Water Softener Unit can be connected to your Water Supply System. The Water Softener Service is not suitable for certain homes or premises such as for example homes where more than eight people reside.

2. SCOPE OF SERVICE

2.1 A Service Engineer will, where applicable, carry out the Water Softener Service in accordance with the following safety standard: IS:14743. A summary of the steps involved in the procedure is set out in 2.2 below.

2.2 When installing the Water Softener Unit the Service Engineer will do the following:

- assess the water pressure and measure the water hardness of the water passing through your Water Supply System, and, if the water is hard, install the Water Softener Unit;
- check the location where the Water Softener Unit is to be installed (including checking that there is sufficient space for the Water Softener Unit and its connecting pipe work, and that a suitable power supply, the kitchen drain and the mains water supply are in close proximity to the proposed location). Bord Gáis will only install the Water Softener Unit if a suitable location can be found for it;
- prepare the proposed location for the installation of the Water Softener Unit (including, for example, removing any shelves/back board unit from the relevant location);
- connect the Water Softener Unit to the mains water supply and to the drain, checking that the inlet/ outlet hoses or couplings are properly connected;
- add salt and water to the Water Softener Unit;
- activate the Water Softener Unit and check it for leaks;
- program the automatic regenerating system on the Water Softener Unit.

2.3 For the avoidance of doubt, the Service Engineer will not carry out a general check of your Water Supply System while carrying out the Water Softener Service and neither Bord Gáis nor the Service Engineer will have any liability to you for a damage or loss resulting from any defect or deficiency in your Water Supply System, whether or not any such defect or deficiency is or is not identified to you by the Service Engineer.

3. COMMENCEMENT AND CANCELLATION

3.1 **Commencement:** When you order the Water Softener Service Bord Gáis will run a credit check against you. If this is satisfactory to Bord Gáis, the Service Engineer will carry out the Water Softener Service on the date agreed between you and Bord Gáis at the time that you book the Water Softener Service with Bord Gáis. Bord Gáis will carry out the Water Softener Service during normal working hours (8am to 6pm Monday to Friday excluding bank holidays and public holidays in Ireland), unless otherwise agreed between the parties. Bord Gáis will not be obliged to carry out the Water Softener Service unless it is satisfied with your credit check results and unless and until payment for the service has been made in accordance with the payment provisions of these Terms and Conditions.

3.2 **Cancellation:** In circumstances where you order the Water Softener Service over the phone, you can cancel the Water Softener Service within seven working days of receiving these terms, without giving a reason, and without incurring any charges, unless the service has been carried out before the end of this period with your agreement. Otherwise, you can cancel the Water Softener Service up to 24 hours before the service is due to be carried out. If you cancel less than 24 hours before the service 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 Water Softener Service at and on the agreed time and day.

3.3 If you cancel the Water Softener Service we will refund any payment for the service which you have already made, less any cancellation fee which is payable. By ordering the Water Softener Service you expressly agree to payment of any cancellation fee due in accordance with these Terms and Conditions. To the extent that any payment which you have made for the Water Softener Service is not sufficient to cover the cancellation fee due, the cancellation fee will be automatically charged to your debit/credit card.

4. PRICE PAYABLE BY YOU

4.1 The price payable for the Water Softener Service is set out on the Sales Order Form and on the Bord Gáis website at the date of the service. You can check the current rates applicable to the Water Softener Service on the Bord Gáis website at www.bordgaisenergy.ie. All prices quoted are inclusive of VAT at the applicable rate from time to time.

If, at your request, we return to your home to rectify any problems with the Water Softener Unit for which we are responsible, there will be no charge for such visits. However, if you require us to return to your home to repair or rectify any problems which may arise with regard to the operation of the Water Softener Unit for which we are not responsible or if we find that there is no problem with the Water Softener Unit we will charge you for any such visit and work in 15 minute units by reference to the then prevailing rate for such work. You can check the current applicable rates on the Bord Gáis website at www.bordgaisenergy.ie or by calling our customer contact team on the telephone number provided on the Sales Order Form.

5. PAYMENT TERMS

5.1 You can pay for the Water Softener Service by any of the following methods:

- (a) by paying in full by way of one lump sum payment at the time of booking the Water Softener Service; or
- (b) by paying an initial prepayment amount at the time of booking the Water Softener Service and by paying the balance within 14 days of receipt of a Servicing bill from Bord Gáis for the Water Softener Service, which bill will be issued to you after the service has been provided; or
- (c) by paying an initial prepayment amount at the time of booking the Water Softener Service and by paying the balance in instalments by direct debit.

In the case of payment options (b) and (c) there are a number of different prepayment requirements which depend on your situation and credit history. Bord Gáis will determine the amount of the prepayment required and will confirm this to you at the time you book the Water Softener Service.

5.2 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 repayable at that time.

5.3 We will ask for your payment details and preferred payment method at the same time that we book the Water Softener Service with you, and the relevant amount (depending on which of the payment options at 5.1(a), (b) or (c) you choose) will be payable by you at that time.

5.4 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. WARRANTY

6.1 Notwithstanding anything to the contrary in any manufacturer's instructions, guidelines or any other materials which may be provided with the Water Softener Unit, the only warranties given in relation to the Water Softener Service are those set out in this clause 6 of these Terms and Conditions. Please note that the Water Softener Unit has a limited life span and its effectiveness may diminish over time.

6.2 With regard to the supply of the Water Softener Unit, and of any other materials supplied as part of the Water Softener Service, Bord Gáis warrants that at the time the Water Softener Service is supplied the Water Softener Unit and any other such materials will be of merchantable quality, and will be fit for the purpose for which they are supplied (within the meaning of section 10 of the Sale of Goods Acts, 1893 and 1980).

6.3 With regard to the installation of the Water Softener Unit, Bord Gáis warrants that: the Service Engineer has the necessary skill to install the Water Softener Unit; the Service Engineer will install the Water Softener Unit with due skill, care and diligence PROVIDED ALWAYS that where the Service Engineer has complied with all the manufacturer's instructions and guidelines as regards the installation of the Water Softener Unit, the Service Engineer shall be regarded as having met the appropriate standard of skill, care and diligence; and, where materials are used for the purposes of installing the Water Softener Unit, they will be sound and reasonably fit for the purpose for which they are required.

6.4 Bord Gáis will not be responsible for:

- (a) Any breakdown or failure of the Water Softener Unit caused (without limitation) by the following:
 - (i) use of the Water Softener Unit for purposes for which it was not designed or intended (including use of the Water Softener Unit for commercial purposes or connected to a Water Supply System which serves a home in which more than 8 people are resident);
 - (ii) failure by you or any person other than Bord Gáis, its representatives, servants, employees or agents (including the Service Engineer) to comply with any of the manufacturer's instructions and guidelines as regards the operation of the Water Softener Unit;
 - (iii) any defect caused by malicious or wilful action, negligence, misuse or third party interference;
 - (iv) any defect or damage occasioned by fire, lightning, explosion, flood, storm, frost impact or other extraneous cause;
 - (v) any defect or damage arising as a result of a failure of the public electricity supply;
 - (vi) normal wear and tear or any deterioration in the condition, effectiveness or operation of the Water Softener Unit or any part thereof as a result of its use or the passing of time;
 - (b) Any damage to equipment other than the Water Softener Unit caused as a result of hard water;
 - (c) Any damage to fixtures and fittings other than the Water Softener Unit caused as a result of softened water;
 - (d) Any salt used or wasted as a result of a defect or damage to the Water Softener Unit;
 - (e) Any repair or replacement costs of:
 - (i) certain consumer replaceable items including, without limitation, filters, batteries and light bulbs;
 - (ii) items that are associated with, but not connected to the Water Softener Unit, including, without limitation, pipe work and electrical connections; and;
 - (f) The cost (charged on a time-basis as set out in clause 4.2) of a visit by a Service Engineer to your home where the Service Engineer does not find a fault.

7. ASSIGNMENT

These Terms and Conditions are 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 these Terms and Conditions to any company or person.

8. CONDITION OF THE WATER SUPPLY SYSTEM

Connecting the Water Softener Unit to your Water Supply System does not imply that the Water Supply System is manufactured or installed satisfactorily or to the prevailing standards or regulations. The Water Softener Service will not remedy any design or mechanical faults in the Water Supply System. We do not accept responsibility for any inadequacy attributable to the original design or installation of the Water Supply System and make no warranty as to fitness for purpose or condition before or after provision of the Water Softener Service.

9. 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 these Terms and Conditions.

10. GENERAL LIMITATIONS OF OUR OBLIGATION

10.1 We shall not be liable if any work is carried out on your Water Supply System or on any of the materials, including the Water Softener Unit, supplied as part of the Water Softener Service, by any other party without our prior written consent, if such work has the effect of reducing the effectiveness of the Water Softener Service. 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 Water Supply System or on any of the materials, including the Water Softener Unit, supplied as part of the Water Softener Service, by any party other than Bord Gáis without our prior written consent.

10.2 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.

10.3 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 these Terms and Conditions or any defects in or breach of warranty with respect to any good or service provided pursuant to and in accordance with these Terms and Conditions.

10.4 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 as set out in clause 6, 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 or to exclude any liability or responsibility, the exclusion of which would be contrary to Irish law.

11. DATA PROTECTION NOTICE

11.1 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 Water Softener 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.

11.2 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.

11.3 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.

11.4 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.

12. MARKETING

12.1 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.

12.2 If you do not wish to be contacted by e-mail or text message with information about BGE products and services which are designed to promote energy efficiency in the home, please exercise your right of opt-out as described below.

12.3 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.

12.4 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

13. 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
- By letter to Customer Care Department, Bord Gáis Energy, Foley Street, Dublin 1.

14. GENERAL

14.1 **Notices:** Any notice or account sent by ordinary post pursuant to these Terms and Conditions 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.

14.2 **Amendments:** We reserve the right to change the Terms and Conditions applicable to the Water Softener Service 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.

14.3 **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 these Terms and Conditions.

14.4 **Severance:** If any provision of these Terms and Conditions 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.

14.5 **Governing Law:** These Terms and Conditions shall be governed by and construed in accordance with Irish law. The parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

14.6 **Bord Gáis Re-Organisation:** Notwithstanding anything to the contrary in these Terms and Conditions, if Bord Gáis or the Government of Ireland or any department thereof should reorganise the business and/or legal structure of Bord Gáis (whether by dividing its business between two or more corporate bodies or otherwise), the obligations of Bord Gáis may be divided between such bodies and the Customer shall thereafter deal with such bodies as if the parts of these Terms and Conditions relevant to the business of such bodies formed a contract between the Customer and such corporate bodies.

14.7 **Entire Agreement:** The parties acknowledge that these Terms and Conditions and the Sales Order Form constitute the complete agreement between the parties and supersede 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.

15. GLOSSARY

Wherever the following words and phrases appear in the Sales Order Form or these Terms and Conditions, they will have the following meaning:

- "**Bord Gáis**"; "**us**" or "**we**" means Bord Gáis Éireann trading through its division Bord Gáis Energy;
- "**Bord Gáis Energy Assessor**" means a qualified and experienced energy assessor engaged by Bord Gáis to carry out an energy assessment on your home, and advise you on services you may wish to have carried out to improve the energy efficiency of your home;
- "**Customer**" or "**you**" means the customer(s) who asks us to carry out the Water Softener Service for them, and includes a person who we reasonably believe is acting with the customer's authority or knowledge;
- "**IS**" means Irish Standard or, where appropriate, applicable European Standard for the Water Softener Service 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 or of an applicable European Standard shall be a reference to such provision as amended or replaced from time to time;
- "**Parties**" means us and you;
- "**RGII**" means the Register of Gas Installers of Ireland;
- "**Sales Order Form**" means the sales order form to which these Terms and Conditions are appended, and which is signed by the Customer;
- "**Service Engineer**" means a qualified and experienced engineer (RGII accredited) engaged by Bord Gáis to carry out the Water Softener Service;
- "**Terms and Conditions**" means the terms and conditions in respect of the Water Softener Service including the Sales Order Form;
- "**VAT**" means value added tax at the applicable rate from time to time;
- "**Water Softener Service**" means the supply and installation of the Water Softener Unit as described in clause 1;
- "**Water Softener Unit**" means the Culligan 10 Litre Aquadial Softlife water softener unit; and
- "**Water Supply System**" means the Customer's domestic water supply system and includes the mains water supply to the home and all associated pipework required to deliver water to all relevant locations in the home.