

# SALES ORDER FORM

## Power flushing



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 power flushing:

Boiler type/age:

System type/age:

Problems identified:

Power flushing appointment:

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

Bord Gáis will not inspect the internal condition of your Central Heating System and does not accept responsibility under any circumstances whatsoever, for any damage caused to property or persons resulting from the operation of the Power Flushing service **if such damage is attributable in whole or in part to the pre-existing condition of the Central Heating System**. Nothing in this waiver purports to exclude any liability for fraud or any other liability, the exclusion of which would be contrary to Irish law. Without prejudice to this I confirm that I have read and accept Section 6 of the terms and conditions attached.

Customer signature:

Date:

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 Power Flushing service in accordance with the conditions stated.

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 Power Flushing service you confirm acceptance of these terms and conditions.**

**This quotation is valid for 30 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 POWER FLUSHING SERVICE.

### BY ORDERING THE POWER FLUSHING SERVICE YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS.

### PARTICULAR ATTENTION IS DRAWN TO CLAUSES 6 (RISK NOTICE AND WAIVER) AND 12 (DATA PROTECTION NOTICE). PLEASE READ THESE CAREFULLY.

#### 1. POWER FLUSHING

1.1 The Bord Gáis Éireann Power Flushing Service involves flushing or cleansing the Central Heating System at high velocity but low pressure, using water, with cleansing and mobilising agents added, in order to remove any accumulated sludge, corrosion, deposits and scale in older Central Heating Systems and to remove excess flux, swarf and other debris from newly installed Central Heating Systems.

1.2 While the Power Flushing Service is, as far as Bord Gáis is aware, the most successful method commercially available to date (with the exception of magnetic filtration), of removing sludge and iron oxide for the purposes of enhancing the thermal efficiency of a Central Heating System, the effectiveness of the Power Flushing Service will depend on the condition of your Central Heating System and no guarantee is given that the Power Flushing Service will be effective in cleaning your particular Central Heating System.

1.3 Subject to 6.1, the Bord Gáis Energy Assessor will assess whether the Power Flushing Service can be carried out on your Central Heating System. The Power Flushing Service is not suitable for microbore central heating systems.

#### 2. SCOPE OF SERVICE

2.1 A Service Engineer will carry out the Power Flushing Service on your Central Heating System in accordance with the following safety standards: BS 7593 and Annex E of IS813 (where applicable). The steps involved in the procedure are outlined at 2.3 below.

2.2 For the avoidance of doubt, the Power Flush Service does not include a safety check of your Central Heating System.

2.3 The Service Engineer will do the following as part of the Power Flushing Service:

- Safely drain and dispose of the contents of the Central Heating System;
- Connect a power flushing pump to the Central Heating System (the pump is connected either across standard circulator pump couplings, across the tails of one of the radiators, or wherever the Service Engineer considers is most suitable);
- Activate the pump; the flow of water dislodges and mobilises any build-ups or deposits;
- Pump fresh clean water through the Central Heating System once any deposits have been dislodged and mobilised; and
- Direct the full output of the pump through each radiator to flush it out.

2.4 If, in the course of preparing for or providing the Power Flushing Service the Service Engineer identifies that your Central Heating System requires any additional work or replacement parts, any such work or parts which Bord Gáis agrees to provide, shall be the subject of a separate agreement between us and shall not be included in the cost of the Power Flushing Service. Neither Bord Gáis nor the Service Engineer give any commitment that they will identify any such additional work or replacement parts which may be required or accept any liability for any damage or loss whatsoever which may result from any failure to identify any requirement for additional work or replacement parts or any other deficiency or fault in your Central Heating System.

#### 3. COMMENCEMENT AND CANCELLATION

3.1 **Commencement:** When you order the Power Flushing Service Bord Gáis will run a credit check against you. If this is satisfactory to Bord Gáis, the Service Engineer will carry out the Power Flushing Service on the date agreed between you and Bord Gáis at the time that you book the Power Flushing Service with Bord Gáis. The Power Flushing Service will be carried out 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 Power Flushing 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 Power Flushing Service over the phone, you can cancel the Power Flushing 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 Power Flushing 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 Central Heating System to carry out the Power Flushing Service at and on the agreed time and day.

3.3 If you cancel the Power Flushing Service we will refund any payment for the service which you have already made, less any cancellation fee which is payable. By ordering the Power Flushing 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 Power Flushing 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 Power Flushing Service is as 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 Power Flushing Service on the Bord Gáis website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie). All prices quoted are inclusive of VAT at the applicable rate from time to time.

4.2 If at your request, we return to your home to remove any air locks or leaks on the Central Heating System or to do any other work after the Power Flushing Service has been carried out, we will charge you for any such additional time in 15 minute units. You can check the current applicable rates on the Bord Gáis website at [www.bordgaisenergy.ie](http://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 Power Flushing 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 Power Flushing Service; or
- (b) by paying an initial prepayment amount at the time of booking the Power Flushing Service and by paying the balance within 14 days of receipt of a Servicing bill from Bord Gáis for the Power Flushing 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 Power Flushing 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 Power Flushing 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 Power Flushing 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. RISK NOTICE AND WAIVER

6.1 You should be aware that the Power Flushing Service will involve use of chemicals and will be carried out at high velocity but low pressure in your Central Heating System, which may cause leaks in or other damage to the pipes, radiators, boilers and/or other components of your Central Heating System. **Bord Gáis will not inspect the internal condition of your Central Heating System in advance of carrying out the Power Flushing Service. Accordingly, even if the Bord Gáis Energy Assessor confirms that the Power Flushing Service can be carried out on your Central Heating System, no representation, warranty or other commitment is made by Bord Gáis as to the suitability of the Power Flushing Service for your Central Heating System and no guarantee is given that the Power Flushing Service will not result in any damage to the pipes, radiators or boiler or any other component of your Central Heating System.**

6.2 Bord Gáis does not accept responsibility under any circumstances whatsoever, for any damage caused to property or persons resulting from the operation of the Power Flushing Service if such damage is attributable in whole or in part to the pre-existing condition of the Central Heating System and you waive any and all claims against Bord Gáis in respect of any such damage.

6.3 Nothing in this waiver purports to exclude any liability for fraud or any other liability, the exclusion of which would be contrary to Irish law.

#### 7. WARRANTY

7.1 Bord Gáis warrants that the Service Engineer has the necessary skill to carry out the Power Flushing Service, that the Service Engineer will supply the Power Flushing Service with due skill, care and diligence, and that, where materials are used for the purposes of carrying out the Power Flushing Service, they will be sound and reasonably fit for the purpose for which they are required.

7.2 The effectiveness of the Power Flushing Service will depend on the condition of your Central Heating System and accordingly Bord Gáis makes no representation, warranty or other commitment that the Power Flushing Service will be suitable for your Central Heating System; the Power Flushing Service will be effective in removing sludge or any other element from your particular Central Heating System; or, the Power Flushing Service will not result in any damage to the pipes, radiators or boiler or any other component of your Central Heating System.

#### 8. 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.

#### 9. CONDITION OF THE CENTRAL HEATING SYSTEM

Running the Power Flushing Service through the Central Heating System does not imply that the Central Heating System is manufactured or installed satisfactorily or to the prevailing standards or regulations. The Power Flushing Service will not remedy any design or mechanical faults in the Central Heating System. We do not accept responsibility for any inadequacy attributable to the original design or installation of the Central Heating System and make no warranty as to fitness for purpose or condition of the Central Heating System before or after provision of the Power Flushing Service.

#### 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 these Terms and Conditions.

#### 11. GENERAL LIMITATIONS OF OUR OBLIGATION

11.1 We shall not be liable if any work is carried out on your Central Heating System by any other party if such work has the effect of reducing the effectiveness of the Power Flushing 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 Central Heating System by any party other than Bord Gáis.

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 these Terms and Conditions.

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 Power Flushing 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 BGE 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](http://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](mailto:info@bordgais.ie) or through our website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie)
- By letter to Customer Care Department, Bord Gáis Energy, Foley Street, Dublin 1.

#### 15. GENERAL

15.1 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.

15.2 **Amendments:** We reserve the right to change the Terms and Conditions applicable to the Power Flushing 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](http://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 these Terms and Conditions.

15.4 **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.

15.5 **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.

15.6 **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.

15.7 **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.

#### 16. GLOSSARY

Wherever the following words and phrases appear in the Sales Order Form or in 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;

**"Central Heating System"** means the boiler, associated pipes and controls and radiators;

**"Customer" or "you"** means the customer(s) who asks us to carry out the Power Flushing 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 Power Flush 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;

**"Power Flushing Service"** means the service described in clause 1;

**"RGI"** 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 (RGI accredited) engineer engaged by Bord Gáis to carry out the Power Flushing Service;

**"Terms and Conditions"** means the terms and conditions in respect of the Power Flushing Service including the Sales Order Form; and

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