

## TERMS AND CONDITIONS RELATING TO THE INSTALLATION OF INSULATION PRODUCTS

THESE TERMS AND CONDITIONS ALONG WITH YOUR SALES QUOTATION CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND BORD GÁIS ENERGY FOR THE INSTALLATION OF INSULATION PRODUCTS AS SET OUT IN YOUR SALES QUOTATION.

PLEASE CHECK THAT THE DETAILS IN YOUR SALES QUOTATION ARE COMPLETE AND ACCURATE BEFORE YOU COMMIT YOURSELF TO THIS CONTRACT. IF YOU THINK THAT THERE IS A MISTAKE, PLEASE MAKE SURE THAT YOU ASK US TO CONFIRM ANY CHANGES IN WRITING, AS WE ONLY ACCEPT RESPONSIBILITY FOR STATEMENTS AND REPRESENTATIONS MADE IN WRITING BY OUR AUTHORISED EMPLOYEES AND AGENTS.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU SIGN AND RETURN THE SALES QUOTATION TO US OR THE BORD GÁIS HOME ENERGY CONSULTANT. YOU WILL BE BOUND BY THESE TERMS AND CONDITIONS ONCE THE CONTRACT COMES INTO EXISTENCE IN ACCORDANCE WITH CLAUSE 1.2. YOU SHOULD PAY PARTICULAR ATTENTION TO CLAUSES 9 (WARRANTY), 12 (LIMITATIONS) AND 13 (DATA PROTECTION NOTICE).

### 1. YOUR CONTRACT

- 1.1 The Sales Quotation is an offer by Bord Gáis Energy to carry out the Work at the Price and is made on the basis that we will only carry out the Work if a binding contract is formed between you and us in accordance with clause 1.2. The Price set out in the Sales Quotation shall be valid for a period of 45 days from its date of issue, unless we notify you in writing that we have withdrawn or amended it during this period.
- 1.2 To accept the offer set out in the Sales Quotation, you must sign and return it to us within 45 days of the date of the Sales Quotation. If you do this, the Contract shall come into existence and these Terms and Conditions shall become binding on you and us. By signing the Sales Quotation you consent to us carrying out the pre-Installation Work (described in clause 2 below) and the Work.

### 2. THE WORK

#### Attic Insulation Installation

- 2.1 Where your Contract is for Attic Insulation we will install your new Attic Insulation Products and Attic Insulation Parts (if applicable) and supply all other parts, material and labour required to complete the installation.

#### Cavity Wall Insulation

- 2.2 Where your Contract is for the installation of Cavity Wall Insulation we will inject an expanded polystyrene bead product with a binding agent into the cavity walls of your Property. Installation includes all other parts, material and labour required to install the Cavity Wall Insulation Product.

#### Pre-Installation Work

- 2.3 The Bord Gáis Home Energy Consultant will have carried out a preliminary survey (the "**preliminary survey**") of your Property and made an initial assessment of the work appropriate for your Property as detailed in your Sales Quotation. The preliminary survey may include a borescope survey whereby a number of test holes are drilled to assess the suitability of the walls for Cavity Wall Insulation. The test holes will have been filled in with mastic or sealer pending your decision regarding proceeding with the Work.
- 2.4 Prior to commencing the Work, the Installation Engineer will, where relevant carry out a full pre-Installation survey (the "**full survey**") to confirm the outcome of the preliminary survey. The full survey may include:

- (a) visually inspecting the relevant parts of the Property particularly the walls and the attic space;
- (b) measuring the areas (walls, cavity width, attic space) to be insulated;
- (c) ascertaining attic access, number of attic windows/doors, location/state of pipes, tanks and required storage area in the attic;
- (d) assessing any serious ventilation issues in the Property which would need to be rectified by you before we would be in a position to commence the Work
- (e) ascertaining if any other work is required before commencement of the Work; and
- (f) carrying out a full technical survey of the Property (which may include a further borescope survey on both front and rear walls of the Property which is at your risk and will be discussed and agreed with you in advance) to ascertain for the purpose of facilitating the Work:
  - (i) the condition, soundness and suitability of your Property for the installation of Insulation Products;
  - (ii) any evidence of existing damage, cracking, water discharge/penetration or damp in the Property;
  - (iii) the adequacy of the fixed air supply;
  - (iv) the presence of PVC cables within cavity walls;
  - (v) the presence of vermin (rodents, bats, birds) in the Property; and
  - (vi) the suitability of the gas, electricity and water supply to the Property.

2.5 If, on foot of the above inspections and system checks:

- (a) any Additional Work is required or identified, we shall inform you as soon as possible and, if we are in a position to undertake such Additional Work, we will provide you with an estimate of the likely time required to complete the Additional Work and any associated increase in the Price; and/or
- (b) the Installation Engineer ascertains that, following the full survey as described in clause 2.4 above, the Work described in the Sales Quotation is not suitable and/or appropriate for the Property, we shall inform you as soon as possible and will provide you with an amended Scope of Work and details of any associated increase in the Price ("**Amended Work**"); and/or
- (c) the Installation Engineer ascertains that your Property is not, in fact, suitable for the Work (or part of the Work) and no Additional Work or Amended Work is feasible, we shall inform you of this as soon as possible. In these circumstances we may have no option but to terminate our engagement under the Contract.

2.6 In the event that, in our opinion, Additional Work or Amended Work is required, 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 and/or any Amended Work).

2.7 You have no obligation to agree to any increase in the Price for carrying out the Additional Work and/or Amended Work, and if you do not agree to any Additional Work and/or Amended Work identified by us, either we or you may terminate our engagement under

this Contract. In these circumstances we shall remove any Insulation Products that we have installed, and shall restore your Property to the state it was in before we began Work.

- 2.8 For the avoidance of doubt if, in the circumstances outlined in clause 2.5(c), only part of the Work is not feasible, you remain liable to us for the cost of any part of the Work that we complete/have completed for you.

#### **General Installation Provisions**

- 2.9 An 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 by you.

- 2.10 The Scope of Work is appended to the Sales Quotation.

- 2.11 When carrying out the Work, we will, if required:

- (a) remove plaster where necessary and re-plaster to a smooth surface and make good (if agreed and included in your Sales Quotation);
- (b) remove and replace old pipe lagging (if agreed and included in your Sales Quotation);
- (c) install a wooden walkway to allow access to the water storage tanks and hot water cylinder in your attic (if agreed and included in your Sales Quotation);
- (d) apply lagging jackets to water storage tanks (if agreed and included in your Sales Quotation);
- (e) supply/fit tank covers (if agreed and included in your Sales Quotation);
- (f) insulate attic doors (where applicable);
- (g) fix warning notices at rafter level in your attic as joists may not be visible if Attic Insulation Products have been installed; and
- (h) fill in all holes drilled to insert Cavity Wall Insulation Product with mastic or sealer. For the avoidance of doubt, please note that we will not be in a position to paint over the holes and you will have to arrange this independently.

#### **Cleaning Up**

- 2.12 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; and
- (c) clean up after ourselves.

- 2.13 While we will exercise all due care in carrying out the Work and will make good any unnecessary damage caused by us, 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 walls or the making good of decorations. All such redecoration or repair works will be your responsibility and are not included in the Price.

- 2.14 When carrying out the Work, we will accept responsibility for damage to ceilings or walls which is not a necessary part or result of carrying out the Work or which is caused by our negligence.

#### **Dangerous Waste Material**

- 2.15 The Price does not include the cost of removing any dangerous waste material, such as asbestos. Should asbestos or other dangerous waste materials be found, then you will need to engage a specialist competent contractor to arrange for the removal of such dangerous waste material. When you have had any asbestos removed, a certificate from the specialist competent contractor certifying the absence of asbestos exposure risk as referred to in the Safety Health and Welfare at Work (Exposure to Asbestos) Regulations 2006 (or any amendment thereof or replacement regulations), must be provided to us before we will do any further Work to your Property.

### **3. CONDITIONS AT THE PROPERTY**

- 3.1 This Contract is subject to a suitable 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.
- 3.2 You are responsible for making sure that:
- (a) conditions at your Property are suitable for us to do the Work; and
  - (b) all the necessary facilities, services and supplies are already installed and working at your Property.
- 3.3 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 (which may include remedial work by you) before we can perform the Work.
- 3.4 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 Bord Gáis Home Energy 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 in so doing).
- 3.5 For the avoidance of doubt please note that, if your Contract is for, or includes, Attic Insulation, you must clear your attic of all belongings before we will be in a position to start Work. There must also be no evidence of rodents/bats/bird presence before we will be in a position to start Work. There must be reasonable access to the entirety of the attic space.
- 3.6 If you do not comply with your obligations under this clause 3 we will have the right to terminate our engagement under the Contract in accordance with clause 6.1.

### **4. YOUR RESPONSIBILITIES**

#### **Permission**

- 4.1 This Contract is subject to your confirmation that you are the owner of the Property and are not a tenant and have full authority to commission the Work. In the absence of your advice to the contrary, 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.

- 4.2 This Contract is entered into and the Work is undertaken by Bord Gáis Energy upon the condition that any necessary licences, authorities or permissions (including, for the avoidance of doubt 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.
- 4.3 In the absence of your advice to the contrary, we will assume that you have made enquiry and obtained the requisite planning permission where required. We shall not have any such liability for unauthorised works and you agree to indemnify us for any losses howsoever arising that we incur from your failure to obtain such permission.
- 4.4 You shall inform us in advance of commencement of the Works of any conditions in any planning permission which are 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 terminate our engagement under this Contract. 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 our engagement under this Contract. 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 4.

#### **Access to the Property**

- 4.5 It is your responsibility to let us into the Property at the time of our appointment(s) to carry out the Work. If we are not able to gain access to your Property at the time of any appointment, because you are not available to provide access we will not be able to carry out the Work. In these circumstances, we will inform you that we were not able to carry out the Work.

#### **Products, Parts and Equipment**

- 4.6 The Insulation Products and any other parts and materials will be your responsibility from the time of delivery to your Property.

#### **Treatment of our staff**

- 4.7 You must at all times behave appropriately when our staff (or agents) visit your Property. You must not physically or verbally abuse our staff (or agents) in any circumstances. If you physically or verbally abuse our staff (or agents) who visit your Property, we may terminate our engagement under your Contract and in these circumstances we reserve the right, at our sole discretion, to retain your Pre-Payment.

### **5. COMMENCEMENT, VARIATION AND TERMINATION OF THE CONTRACT**

#### **Commencement**

- 5.1 The Installation Engineer will endeavour to carry out the Work on the dates agreed between you and Bord Gáis Energy at the time that you place your order for the Work with Bord Gáis Energy.
- 5.2 Bord Gáis Energy will carry out the Work during normal working hours (8am to 8pm Monday to Saturday excluding bank holidays and public holidays in Ireland), unless otherwise agreed between the Parties. Any time estimates provided for completion of the Work is our best estimate and we will make every reasonable effort to complete the Work

on time. However, we cannot be held responsible for delays due to weather or other circumstances beyond our control and we will not be liable to you for any reasonable delay in the commencement of or completion of the Work. Bord Gáis Energy will not be in a position to carry out Cavity Wall Insulation in inclement weather. In such situations, we will let you know if we become aware of an unexpected delay and will arrange new date(s) with you to carry out the Work and will revise with you the time estimates we originally provided.

5.3 Bord Gáis Energy 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 authorises the Works;
- (c) the scope of Additional Work and/or Amended Work (if any) has been agreed between you and Bord Gáis Energy;
- (d) a satisfactory survey of the Property has been carried out by Bord Gáis Energy in accordance with clause 2.4;
- (e) Bord Gáis Energy is satisfied with your credit check results;
- (f) you have paid the Pre-Payment; and
- (g) you have signed direct debit forms (if appropriate).

#### **Variation of the Scope of Work**

5.4 If, before the Work is carried out, you tell us that you wish to change the nature or the Scope of Work to be carried out, we will tell you if the Price will also change as a result. We will provide you with a new Sales Quotation (which must be signed by you) before we carry out the Work.

5.5 Any variations required to be made to the Installation of Insulation Products or any Additional Work and/or Amended 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 and/or Amended Work or variation of the Works.

#### **Termination**

5.6 Apart from any other termination right provided for in any other terms of this Contract, you can terminate your order for the Work up to fifteen days before the Work is due to be carried out. However, if the Work commences with your consent within that fifteen day period, you automatically waive this right to terminate your order for the Work.

### **6. TERMINATION OF THIS CONTRACT**

6.1 Once you have accepted the Sales Quotation in accordance with clause 1.2, neither you nor we may terminate our engagement under this Contract unless:

- (a) these Terms and Conditions allow it; or
- (b) Bord Gáis Energy is in breach of any of the terms of this Contract, in which case you shall be entitled to terminate our engagement under the Contract; or
- (c) you are in breach of any of the terms of this Contract, in which case Bord Gáis Energy shall be entitled to terminate our engagement under the Contract; or

- (d) you have not paid the Pre-Payment;
- 6.2 you (in our reasonable opinion) have no reasonable prospect of paying the Price on the due date, in which case we may request payment of the Price in full before we commence the Work, failing which we may terminate our engagement under the Contract;
- 6.3 there is a health and safety issue that means it is inappropriate for the Contract to continue, in which case, we may terminate our engagement under the Contract; or
- 6.4 the Installation Engineer ascertains that your Property is not suitable for the Work (or part of the Work) and no Additional Work or Amended Work is feasible as outlined in clause 2.5(c).
- 6.5 If you terminate our engagement under the Contract in accordance with clause 6.1(b), our liability to you is as set out in clause 12.
- 6.6 Without affecting any other right or remedy we may have, if we terminate our engagement under the Contract, where we are permitted to do so pursuant to clause 6.1, we shall be entitled to charge you the reasonable costs we have incurred in carrying out the Contract before the date of termination. We may deduct these costs from your Pre-Payment and, if the costs exceed your Pre-Payment, we may recover the excess from you.

**7. PRICE PAYABLE BY YOU/SEAI HOME ENERGY SAVING SCHEME ("HES Scheme")**

- 7.1 The Price payable for the Work is as set out in the Sales Quotation. All prices quoted are inclusive of VAT at the applicable rate from time to time. The Full Price set out in the Sales Quotation applies if BGE is not applying on your behalf to the SEAI for any SEAI grant to which you may be entitled. The Net Price set out in your Sales Quotation applies if BGE is applying on your behalf to the SEAI for any SEAI grant to which you may be entitled.
- 7.2 In the event that the SEAI does not give initial grant application approval, you will be liable for the Full Price of the Work. In those circumstances, we will issue you a revised Sales Quotation showing the Full Price payable.
- 7.3 The Net Price is contingent upon the following:
  - (a) The accuracy of the information/confirmations which you provided in the Sales Quotation;
  - (b) BGE being allowed to carry out and complete the Work specified in your Sales Quotation within a period of 6 months from the date we apply to the SEAI for grant pre-approval on your behalf;
  - (c) BGE being allowed to carry out a Building Energy Rating ("**BER**") Assessment on completion of the Work and within 6 months of grant pre-approval; and
  - (d) You promptly signing the BER Confirmation and Request for Payment Form and Declaration(s) of Works following completion of the Work to facilitate submission of payment documentation for SEAI grant payment within the six month offer period.

If any of the above conditions are not satisfied, you will be liable for the Full Price.

7.4 If SEAI revokes the grant, refuses grant payment or seeks repayment of the SEAI grant monies the following provisions apply: -

(a) In the event that this arises as a result of any act or omission for which BGE is solely liable, then BGE will bear the grant payment revocation, refusal or repayment claim by SEAI;

(b) In the event that this arises as a result of any act or omission by you for which you are solely liable (including, without limitation, (i) your failing to comply with clause 7.3 (a) - (d) above; (ii) your failure to comply with the HES Scheme Terms and Conditions and the requirements set out in the HES Scheme Application Guide and Application Form; or (iii) your opting for Measures which do not qualify for a HES Scheme grant) then you will bear responsibility for the grant payment revocation, refusal or repayment claim by SEAI and you will be liable to BGE for the grant amount (or any part thereof). In those circumstances, we will issue you with a revised Sales Quotation showing the Full Price payable.

7.5 If SEAI funding is exhausted and SEAI is not in a position to pay any grant amount to BGE, you will be liable for the Full Price of the Work before deduction of the SEAI grant(s). In those circumstances, we will issue you a revised Sales Quotation showing the Full Price payable.

## 8. PAYMENT TERMS

8.1 We will run a credit check against you in advance of the Bord Gáis Home Energy Consultant providing you with the Sales Quotation. The purpose of this credit check is to determine the appropriate payment terms for the Work, which will be as set out in the Sales Quotation.

8.2 You can pay for the Work by any of the following methods:

(a) Subject to clause 8.3, you may be entitled to pay for the Work by paying the Pre-Payment at the time of placing your order for the Work and by paying the balance in instalments by direct debit. Details of the applicable direct debit arrangements (if any) including direct debit amounts and schedule for payment will be set out in the Sales Quotation; or

(b) by paying in full by way of one lump sum payment at the time of signing and returning your Sales Quotation; or

(c) by paying the Pre-Payment at the time of placing your order for the Work and by paying the balance within 14 days of receipt of an invoice from Bord Gáis Energy for the Work, which invoice will be issued to you after the Work has been carried out.

In the case of payment options (a) and (c) there are a number of different Pre-Payment requirements which depend on the Price for the Work and your situation and credit history. Bord Gáis Energy will determine the amount of the Pre-Payment required and this amount will be reflected in your Sales Quotation.

8.3 Your eligibility to pay for the Work by way of direct debit instalments will be determined by reference to the overall cost of the Work. Bord Gáis Energy will advise you as to whether the criteria to pay by way of direct debit instalments are met in respect of this Contract at the time it provides you with your Sales Quotation.

- 8.4 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 repayable at that time.
- 8.5 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 (depending on which of the payment options at 8.2(a), (b) or (c) we agree with you) which will be payable by you in advance of the Work being carried out.
- 8.6 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.
- 8.7 If the Price is above a particular level, we may run an additional credit check against you, the results of which may mean that you are not in a position to proceed with a direct debit payment method. If that arises, we will contact you to discuss alternative payment methods and, if appropriate, issue a revised Sales Quotation.
- 8.8 If we are applying to the SEAI for a grant(s) on your behalf and you avail of the option to pay by direct debit instalments, this is based on the Net Price of the Work set out in your Sales Quotation. If the grant (or part of the grant) is ultimately not approved/paid by SEAI in the circumstances set out in clauses 7.2, 7.4(b) or 7.5, you will become liable to pay the amount of the unpaid/unapproved grant to BGE (in addition to your obligation to pay the Net Price). We will contact you at that juncture to discuss payment methods and, if appropriate, issue a second Sales Quotation.

## 9. **WARRANTIES**

- 9.1 Notwithstanding anything to the contrary in any manufacturer's instructions, guidelines or any other materials which may be provided with the Insulation Products the only warranties given in relation to the Insulation Products are those set out in this clause 9 of these Terms and Conditions.
- 9.2 With regard to the supply of the Insulation Products and of any other materials supplied as part of the Installation of Insulation Products, Bord Gáis Energy warrants that at the time the Work is carried out the Insulation Products 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). Bord Gáis Energy also warrants that, to the extent that statutory provisions apply to the installation of Insulation Products comprised in the Work, we shall comply with same.
- 9.3 With regard to the installation of the Insulation Products, Bord Gáis Energy warrants that: the Installation Engineer has the necessary skill, training, qualification and experience to install the Insulation Products; the Installation Engineer will install the Insulation Products with due skill, care and diligence PROVIDED ALWAYS that where the Installation Engineer has complied with all the manufacturer's instructions and guidelines and the HES Code of Practice & Standards and Specifications Guidelines as regards the installation of the Insulation Products, the Installation 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 Insulation Products, they will be sound and reasonably fit for the purpose for which they are required. When completed, the Work will have improved the overall energy efficiency of the Property

- 9.4 In addition to the warranties set out in clauses 9.2 and 9.3 above but subject to clause 9.7 below, Bord Gáis Energy warrants that it will, within a period of twenty four months from the date of completion of the Work, repair or replace free of charge any faulty Insulation Products supplied by it under this Contract and that it will remedy free of charge any defective workmanship on the part of Bord Gáis Energy in carrying out the Work and any damage which results directly from that defective workmanship. This guarantee shall apply only to defects which appear within a period of twenty four months from the date that the Work was completed and provided any defect is notified to Bord Gáis Energy in writing within 21 days of when you become or ought reasonably to have become aware of the defect. If we fail to repair, replace or remedy as envisaged by this clause 9.4 within 14 days of notification of the breach, you have the option of arranging same yourself and we will refund your reasonable and vouched expenses in this regard. This guarantee is in addition to and not in substitution of your rights at law.
- 9.5 The equipment/Insulation Products we install may come with separate manufacturer's warranty. You are responsible for checking whether a separate warranty applies to the equipment we install and maintaining any such warranty with the manufacturer directly.
- 9.6 Where there is a fault with any Insulation Product, we reserve the right to utilise the manufacturer of the Insulation Products for call outs in accordance with any guarantee provided by the manufacturer.
- 9.7 Bord Gáis Energy will not be responsible or have any liability for:
- (a) any breakdown or failure or inefficient operation of the Insulation Products caused (without limitation) by the following:
    - (i) use of your Insulation Products for purposes for which they were not designed or intended;
    - (ii) failure by you or any person other than Bord Gáis Energy, its representatives, servants, employees or agents (including the Installation Engineer) to comply with any of the manufacturer's instructions and guidelines as regards the operation of your new Insulation Products;
    - (iii) failure by you or any other person (other than Bord Gáis Energy or our representatives, servants, employees or agents) to comply with any directions, instructions, advice or guidelines issued or provided by us to you relative to the Works or the Insulation Products as the case may be;
    - (iv) any defect caused by malicious or wilful action, negligence, misuse or third party interference;
    - (v) any defect or damage occasioned by fire, lightning, explosion, flood, storm, frost impact or other extraneous cause;
    - (vi) reduction in internal space/headroom in your attic following the installation of Attic Insulation Products;
    - (vii) normal wear and tear or any deterioration in the condition, effectiveness or operation of your new Insulation Products or any part thereof as a result of its use or the passing of time; and /or
  - (b) 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 directly connected to, the Insulation Products.

9.8 You will be liable for and shall pay us in respect of the cost of a visit by an Installation Engineer to your home where the Installation Engineer does not find a fault.

## 10. **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 the benefit and burden of the Contract to any company or person and you hereby consent to same.

## 11. **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 and you hereby consent to same.

## 12. **GENERAL LIMITATIONS OF OUR OBLIGATION**

12.1 We shall not be liable if any work is carried out on your Insulation Products or on any of the materials supplied as part of the Work by any other party without our prior written consent, if such work has the effect of reducing the effectiveness of any part of the Insulation Products. 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 having been carried out or on any of the materials supplied as part of the Work by any party other than Bord Gáis Energy without our prior written consent.

12.2 We shall not be liable if we, and/or the Installation 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; or any act or omission of any nature whatsoever on the part of you or your agents.

12.3 We shall not be liable for loss of rent, loss of use, loss of enjoyment, loss of business or loss of reputation, economic loss or 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 this Contract or any defects in or breach of warranty with respect to any good or service provided pursuant to and in accordance with this Contract.

12.4 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 9, except that nothing herein purports to disallow liability for fraud, or liability in the event of death or personal injury attributed to Bord Gáis Energy or its agents or to exclude any liability or responsibility, the exclusion of which would be contrary to Irish law.

12.5 We are not liable for:

- (a) any damage caused by failures of your (new or existing) Insulation Products or any part thereof (whether or not installed by us) that result from your

decision not to carry out remedial or Additional Work or Amended Work that we have recommended;

- (b) normally insured risks, such as subsidence, structural repairs, fire, theft, accident, explosion, flood or storm, whether or not so insured;
- (c) remedial or extension work arising from structural or renovation work carried out at your Property by you or a third party, including, for example, the removal of radiators or addition of new equipment or central heating or hot water system extensions;
- (d) any costs associated with re-housing the occupants of a property; or
- (e) the cost of any reinstatement or redecoration required as a result of the Work we undertake unless the reinstatement or redecoration is required because we have been negligent, or we are in breach of this Contract or our statutory duty.

### 13. **DATA PROTECTION NOTICE**

- 13.1 In order that Bord Gáis Energy may perform its obligations under these Terms and Conditions and provide you with an effective service, it is necessary for Bord Gáis Energy 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 carrying out of the Work, 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 Energy 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.
- 13.2 Bord Gáis Energy may disclose your data to other members of the Bord Gáis Eireann group and agents who act on behalf of Bord Gáis Energy in connection with the activities referred to above, including to any agent or third party service provider who Bord Gáis Energy 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 Energy. They are also required to keep your data safe and secure.
- 13.3 From time to time you may speak to employees of Bord Gáis Energy (or agents acting on its behalf) by telephone. To ensure that Bord Gáis Energy provides a quality service, your telephone conversations may be recorded. Bord Gáis Energy 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 Energy or any other purposes mentioned in these Terms and Conditions.
- 13.4 You have the right to ask for a copy of your personal data (Bord Gáis Energy 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 Eireann - 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.

### 14. **MARKETING**

- 14.1 Bord Gáis Energy, members of the Bord Gáis Eireann group and/or agents acting on behalf of Bord Gáis Energy 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.
- 14.2 If you do not wish to be contacted by e-mail or text message with information about Bord Gáis Energy products and services which are designed to promote energy efficiency in the home, please exercise your right of opt-out as described below.
- 14.3 If you do not wish to be contacted by post, telephone or in person with information about Bord Gáis Energy products or services, please exercise your right of opt-out as described below.

14.4 **How to exercise your right of opt-out**

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

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

OR

- (b) completing the Web Form on [www.bordgaisenergy.ie/dp](http://www.bordgaisenergy.ie/dp)

15. **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.

16. **DISPUTES**

- 16.1 The Parties shall endeavour to resolve amicably any disputes or differences in relation to this Contract.

17. **GENERAL**

- 17.1 **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 you by electronic mail shall be deemed to have been received upon confirmation of receipt from Bord Gáis Energy by electronic mail or by post.

Any notice required or permitted to be given by you 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 you by Bord Gáis Energy from time to time.

- 17.2 **Amendments:** We reserve the right to change these Terms and Conditions by giving written notice to you as soon as is reasonably practicable prior to the changes being introduced- provided always that if, at the time of any such change, the Work has been completed no change may be made to the warranty cover committed to you pursuant to this Contract or to our commitments to you regarding our responsibility for the Work or to the payment terms of this Contract. We will also publish details of any changes on the Bord Gáis Energy website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie) as soon as possible prior to the changes being introduced. If we make a material change to these Terms and Conditions before completion of the Work, you shall be entitled to terminate our engagement under this Contract.
- 17.3 **No waiver:** No forbearance, indulgence or relaxation on the part of Bord Gáis Energy shown or granted to you shall in any way affect, diminish, restrict or prejudice the rights or powers of Bord Gáis Energy or operate as or be deemed to be a waiver of any breach of these Terms and Conditions.
- 17.4 **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.
- 17.5 **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.
- 17.6 **Bord Gáis Eireann Re-Organisation:** Notwithstanding anything to the contrary in this Contract, if we or the Government of Ireland or any Department thereof, whether pursuant to Directive 2009/73/EC or otherwise howsoever, should re-organise the business and/or legal structure of Bord Gáis Éireann (whether by dividing its business between two or more corporate bodies or otherwise), our rights and obligations under this Contract may be divided between such bodies or assigned or novated to any one or more of such bodies (in whole or in part) and you shall thereafter deal with such bodies as if the parts of this Contract relevant to the business of such bodies formed a contract between you and such corporate bodies.
- 17.7 **Entire Agreement:** The parties acknowledge that these Terms and Conditions and the Sales Quotation 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.

## 18. GLOSSARY

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

**"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 preliminary inspection of the Property by the Bord Gáis Home Energy Consultant before we gave our Sales Quotation;

**"Attic Insulation"** shall have the meaning given to in clause 2.1;

**"Attic Insulation Products"** means rolled attic insulation and/or attic board as set out in your Sales Quotation and any other works specified in your Sales Quotation;

**"Attic Insulation Parts"** means pipe lagging, walkways and/or tank jackets as detailed in your Sales Quotation;

**"Bord Gáis Energy", "us" or "we"** means Bord Gáis Eireann trading through its division Bord Gáis Energy and, where the context so permits unless the contrary intention appears, its authorised agents and/or sub-contractors;

**"Bord Gáis Home Energy Consultant"** means a qualified and experienced energy consultant engaged by Bord Gáis Energy to carry out an assessment on your home, and advise you on services you may wish to have carried out to improve the energy efficiency of your home;

**"Cavity Wall Insulation"** shall have the meaning given to it in Clause 2.2;

**"Cavity Wall Insulation Product"** means the expanded polystyrene bead product which is injected with a binding agent into the cavity walls of the Property;

**"Contract"** means the contract between you and Bord Gáis Energy for carrying out the Work which shall include these Terms and Conditions and the Sales Quotation;

**"Full Price"** means the total price you must pay for the Work as set out in your Sales Quotation before deduction of any SEAI grant(s);

**"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 any Building Regulations Technical Guidance Documents;
- (c) All relevant Codes of Practice, Guidelines and technical documentation/specifications produced/recommended by the SEAI relating to the installation of the Insulation Products;
- (d) System Supplier/Product Manufacturer Guidelines;
- (e) all relevant safety standards applicable in Ireland, including, without limitation, Irish, British or European Standard or NSAI Agrément certificates/approvals and/or other standards laid down by the NSAI for the Insulation Products. and

- (f) Guidance documentation/standards of the UK Energy Savings Trust/UK Building Research Establishment if applicable.

**"Installation Engineer"** means a qualified and experienced engineer engaged by Bord Gáis Energy to carry out the Work;

**"Insulation Products"** means Attic Insulation Products and/or Cavity Wall Insulation Products and/or Attic Insulation Parts;

**"Net Price"** means the Full Price you must pay for the Work as set out in your Sales Quotation less the amount referable to the SEAI grant(s) to which you may be entitled as set out in your Sales Quotation.

**"NSAI"** means the National Standards Authority of Ireland;

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

**"Pre-Payment"** means that part of the Price you must pay before we will start the Work, as set out in your Sales Quotation;

**"Price"** means either the Full Price or the Net Price which you must pay for the Work as set out in your Sales Quotation as outlined in further detail in clause 7;

**"Property"** means the domestic address shown on your Sales Quotation at which we shall carry out the Work;

**"Sales Quotation"** means the form that sets out the Work that Bord Gáis Energy will carry out at the Property and the Price;

**"Scope of Works"** means the summary of the steps involved in the Work appended to your Sales Quotation;

**"SEAI"** means the Sustainable Energy Authority of Ireland;

**"SEAI HES Scheme"** means the SEAI Home Energy Saving Scheme;

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

**"You or your"** mean the person or people who have entered into this Contract with Bord Gáis Energy and includes a person who we reasonably believe is acting with your authority or knowledge;

**"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.

## 19. Interpretation

- (a) Unless the contrary intention appears, words in the plural shall include the singular and words in the singular shall include the plural;
- (b) References to any statutes or provision of any statute shall be deemed also to refer to 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;

- (c) References to clauses are to clauses of this Contract;
- (d) The expression "person" shall include an individual, firm, company, corporation and an unincorporated body of persons.