

TERMS AND CONDITIONS FOR BOILER CARE LEVEL 2 - BOILER CARE AGREEMENT

1. BOILER CARE LEVEL 2

1.1 Boiler care level 2 includes one boiler service and one boiler safety check (as described in clauses 2.1 and 2.2) and labour in the case of breakdown of this appliance during the term of the boiler care agreement, up to a maximum of €300 including VAT worth of labour in any contract year. No charge will be made in respect of labour for call-outs or repairing a reported fault on your boiler up to a maximum of €300 including VAT during each contract year.

1.2 Once this amount has been reached within the contract year any further costs incurred will be fully chargeable to you in accordance with clause 4 below. We shall not be responsible for providing labour with a cost of greater than €300 (calculated at prevailing rates) including VAT in any contract year. There are no parts included with boiler care level 2. If a part is required to repair the boiler this will be quoted for separately.

1.3 The price quoted in the boiler care agreement (or as notified to you from time to time in the annual notification reminding you of your annual boiler service visit) is for the service of a central heating boiler that does not exceed 25kW (86,000 BTU) output. Boiler care level 2 is for system boilers and standard boilers with a separate pump and excludes combination or condensing/high efficiency type boilers.

1.4 Boiler care level 2 does not apply to any of the matters referred to in clause 7.

1.5 We will endeavour, subject to workloads and labour availability, to give priority in response to any breakdown or failure of the central heating boiler and to respond to a call within twenty-four (24) hours.

Where our offices are closed, a facility for leaving a message identifying your address and contact details will be available to facilitate our on call staff to follow up this report with you.

2. SCOPE OF SERVICE

2.1 Boiler Service

A service engineer will perform a full service on your domestic boiler. The service includes 16 separate tests and checks all of which are outlined below.

As part of the boiler service our nominated service engineer will inspect the central heating boiler and clean and adjust it as necessary. All visual checks and tests applied are in accordance with IS 813:2002 and the service engineer follows manufacturers instructions as outlined in the installation and servicing instructions where available.

The following tests and checks will be applied to the appliance:

Boiler Checks

- Check isolating valves
- Check location of flue
- Check permitted location of appliance
- Check size of open vented flue
- Check terminal location
- Check cowl fitted

- Check main burner
- Clean main burner
- Clean pilot burner
- Clean heat exchanger

Tests Applied

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

2.2 Boiler Safety Check

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

3. TERM OF BOILER CARE AGREEMENT AND TERMINATION

3.1 Your boiler care agreement provides for an annual boiler service visit. The boiler care agreement will continue until you terminate it by giving us notice in accordance with clause 3.3, or we terminate it by giving you notice in accordance with clause 3.5 (whichever is earlier).

3.2 You will be sent a letter of notification annually by Bord Gáis, prior to the annual service date set out in your boiler care agreement, to arrange a time for a boiler service visit. Bord Gáis may increase the charges for boiler care level 2 provided that notice of the new charge rate is included in the letter of notification reminding you of your annual boiler service visit.

3.3 If you no longer wish to have your boiler serviced by Bord Gáis, you must terminate the boiler care agreement:

- a. by calling our customer contact team on the telephone number provided in the letter of notification reminding you of your annual service; or
- b. by electronic mail to the address specified in the letter of notification reminding you of your annual service, but in either case, prior to the later of:
 - c. the Annual Service Date; or
 - d. the day fourteen (14) days after the date of the letter of notification reminding you of your annual boiler service visit is sent out by Bord Gáis.

3.4 If you fail to terminate the boiler care agreement in accordance with clause 3.3, the boiler care agreement will continue in effect and we have the right to charge to your servicing bill after the annual service date the full amount payable for the boiler service visit (as set out in the letter of notification reminding you of your annual boiler service visit).

3.5 We shall be entitled to terminate the boiler care agreement, at any time by giving you notice in writing if:

- a. you default in making any payment due to us; or
- b. in the opinion of a service engineer, your boiler can no longer be maintained in good working order by the provision of replacement spare parts or your boiler is damaged beyond economic repair otherwise than through default of Bord Gáis;

3.6 We will charge up front if you call out a service engineer on three (3) occasions in relation to any matter in clause 7. Call-outs for these items will be charged to you at the prevailing rate.

3.7 Upon termination, Bord Gáis will have no further duties with respect to the boiler care agreement.

Any unearned payment made to Bord Gáis prior to termination under this clause 3 will be refunded to the customer on a pro rata basis, subject to clause 3.8.

3.8 For the purposes of any pro rata refund under clause 3.7 or clause 7.1, the boiler service and the boiler safety check (as described in clauses 2.1 and 2.2) shall be deemed to be two thirds of the value of boiler care level 2 to the consumer.

4. PRICE PAYABLE BY YOU

4.1 Subject to clauses 4.2 to 4.4 below, the annual amount payable for boiler care level 2 is as set out in the boiler care agreement or as notified to you from time to time in the annual notification reminding you of your boiler service visit. You can check the current rates applicable to boiler care level 2 and our other boiler servicing products on the Bord Gáis website at www.bordgaisenergy.ie or by calling our customer contact team on the telephone number provided in the letter of notification reminding you of your annual boiler service visit. All prices quoted are inclusive of VAT at the applicable rate from time to time.

4.2 In any one (1) year period, we will provide labour up to a maximum cost of €300 (calculated at prevailing rates) including VAT. Once this amount has been reached within a contract year, any further labour required will cost extra, as set out in clause 4.4 below.

4.3 Boiler care level 2 does not apply to any of the matters described in clause 7. If Bord Gáis reasonably determines that any defect or malfunction was the result of any of the matters referred to in clause 7, then you must pay for all labour costs at the applicable rates, as set out in clause 4.4 below.

4.4 The service engineer will advise you of any required labour outside the scope of boiler care level 2 prior to commencing any work at all on your boiler and will only proceed with your agreement.

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

5. PAYMENT TERMS

5.1 You can pay for boiler care level 2 (and any additional labour or parts provided by the service engineer with your agreement) by having the cost charged to your servicing

bill, provided your servicing account is kept within the agreed credit terms or by such other method as may be set out in the letter of notification reminding you of your annual boiler service visit from time to time. You must pay for any work carried out and charged to your servicing bill by the due date set out on the relevant servicing bill.

5.2 A maximum of €600 (including VAT) can be applied to your servicing bill for work in respect of repairs to your boiler, gas appliances or central heating system. Any amounts in excess of €600 must be paid by laser or credit card to our call centre prior to the work being carried out.

6. PROVISION OF SPARE PARTS

6.1 The service engineer may, during the boiler service visit, identify parts/component failure or potential failure. The service engineer will advise you of the cost of replacement of any such parts and if necessary, but subject to your signed authorisation, will supply and fit adequate replacement parts or components.

6.2 Replacement parts or components may not be the same as the parts being replaced and may not be from the original manufacturer.

6.3 We will not be responsible for any delay in the provision, or unavailability, of spare parts by suppliers or manufacturers.

7. EXCLUSIONS TO COVER

7.1 Replacement of central heating boiler: boiler care level 2 does not include repair or replacement of the central heating boiler or any part thereof in the event of spare parts or components not being reasonably available. If the central heating boiler cannot be repaired because of the lack of available spare parts or components, the boiler care agreement shall be terminated and any unearned payment made to Bord Gáis prior to termination under this clause 7.1 will be refunded to the customer on a pro-rata basis, subject to clause 3.8.

7.2 Further exclusions: The following are excluded from boiler care level 2 and will incur additional charges, in accordance with clause 4:

- a. Any spare part or component.
- b. Any of the following work:
 - i. Adjustments to time and temperature controls.
 - ii. The replacement of decorative parts, casing and body of boiler.
 - iii. Refilling central heating system with water and venting radiator or cylinder circuit.
 - iv. The replacement of any spare part or component.
 - v. Descaling and any work arising from hard water scale deposits or from damage caused by aggressive/corrosive water.
 - vi. De-sludging of the system.
 - vii. Any draining down of the system and the replacement of the pump isolating valves or their replacement due to noise.
- c. Any work required to address the following faults or defects:
 - i. Any defect or damage occurring from a failure of the public electricity or water supply.
 - ii. Failure of the pump due to water leaking from the isolating valves or the connecting

pipework or components. A pump replaced due to failure caused by poor water quality will be replaced once only (subject to your agreeing to pay the cost of the replacement pump itself) and no further work will be carried out on this pump until confirmation is received that the wet side of the central heating system has been treated.

- iii. Any defects or inadequacy attributable to the original design of the gas central heating system, e.g. pitching, sludging of water, limescale formation.
 - iv. Defects or malfunctions due to faulty materials or workmanship in manufacture.
 - v. Any defect or malfunction which arises as a result of any other cause (except for fair wear and tear) not due to the neglect or default of Bord Gáis.
 - vi. Any consequential or indirect loss suffered because of water leaks and/or a breakdown of the boiler and the cost of putting right faults caused by damage or not using the appliance, or of interim supply of heat through other means.
 - vii. Any defect caused through malicious or wilful action, negligence, misuse or third party interference.
 - viii. Any defect or damage occasioned by fire, lightning, explosion, flood, storm, tempest, frost, impact or other extraneous cause.
 - ix. Any modification, adjustment or repair to the boiler or system by a third party.
- d. Any work on the following:
- i. The fabric of the building or pipe-work buried in it.
 - ii. Any pumps in inaccessible locations.
 - iii. Any domestic water services including the cold water supply tank, its feed, outlets, overflow and the hot water cylinder. The electrical immersion element is specifically excluded.
 - iv. The following replacement parts: light bulbs, electrical rewiring, external programmers/time clocks, radiators, room thermostats, radiator valves, external motorised valves, expansion tanks or cylinders, heat exchanger, external expansion vessels, pipe-work and conventional/balanced/ or fan flues.
- e. Other exclusions as identified when boiler care level 2 is being effected/accepted and recorded in your boiler care agreement.

8. CHANGE OF OWNERSHIP / ASSIGNMENT

8.1 If ownership of the premises in which the central heating boiler covered by boiler care level 2 changes, the new owner shall have the benefit of boiler care level 2 for the remainder of the contract year for which the annual payment has been made. You do not have the right to assign or subcontract the boiler care agreement except to the new owner of the premises, and you may only assign the boiler care agreement to the new owner of the premises for the remainder of the current contract year. After the expiry of the current contract year, the new owner will need to enter into a new boiler care agreement with Bord Gáis if they want to continue to receive boiler care level 2 or any of our other boiler care products. No refund will be made for any unexpired part of a contract year for which the annual payment has been made.

8.2 For business reasons, we have the right to assign the boiler care agreement to any company or person.

9. CONDITION OF CENTRAL HEATING BOILER

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

10. USE OF SUBCONTRACTORS

We reserve the right to use sub-contractors to carry out all or any part of the works to be carried out pursuant to the boiler care agreement.

11. GENERAL LIMITATIONS OF OUR OBLIGATION

11.1 We shall not be liable if any work is carried out on the boiler, appliance or system by any other party without our prior written consent - any such action will give us the immediate right to terminate the boiler care agreement. You agree to indemnify us and keep us indemnified in respect of any actions, claims or proceedings from time to time brought against us and all loss, damage, costs and expenses which we may incur as a consequence of any work carried out on the boiler, appliance or system by any party other than Bord Gáis without our prior written consent.

11.2 We shall not be liable if we, and/or the service engineers, are unable to carry out our obligations due to industrial disputes or any other cause outside our reasonable control, including but not limited to Acts of God, explosion, flood, lightning, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or disorder; acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental authority; import or export regulations or embargoes; defaults of suppliers or sub-contractors; or any act or omission of any nature whatsoever on the part of the customer or its agents.

11.3 We shall not be liable for any indirect, special or consequential loss you suffer arising out of or in connection with the provision or non-provision of any goods or services under the boiler care agreement.

11.4 We have no obligation, duty or liability to you in contract, tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care, except that nothing herein purports to disallow liability for fraud, or liability in the event of the death or personal injury of the customer attributed to Bord Gáis and nothing herein purports to contract out of the implied undertakings as to quality of service in Section 39 of the Sale of Goods and Supply of Services Act, 1980.

12. PROVISION OF INFORMATION

You are required to promptly and accurately give us all the information we may need so that we can perform our obligations under these terms and conditions. We will use your information to provide you with the service you have requested and may pass on your information to any third party service provider who we engage to assist us in the performance the service. You have a right of access and amendment in respect of your information. Please inform us immediately of any change to the information you have provided to us. From time to time, we may wish to contact you by post or phone with details of other energy and energy related products offered by us which may be of interest to you. If you do not wish to receive such details please write to us at Bord Gáis

Energy Opt-Out, PO Box 10310, Freepost F4062, Dublin 1 (stating your name, address and account number) or complete 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, Bord Gáis Energy, PO Box 10943, Dublin 1.

Your complaint will be dealt with in accordance with our code of practice, from time to time, for handling customer complaints which is available on our website at www.bordgaisenergy.ie.

14. GENERAL

14.1 Notices:

Any notice or account sent by ordinary post pursuant to the boiler care agreement shall be deemed to have been received on the day that is the second postal day after the day of such posting. Any notice sent by the customer by electronic mail shall be deemed to have been received upon confirmation of receipt from Bord Gáis by electronic mail or by post. Any notice required or permitted to be given by the customer shall be in writing addressed to Bord Gáis Energy servicing, PO Box 10943, Dublin 1 or such other address or electronic mail address as may be provided to the customer by Bord Gáis from time to time.

14.2 Amendments: We reserve the right to change the terms and conditions of the boiler care agreement by giving written notice to you as soon as is reasonably practicable prior to the changes being introduced. We will also publish details of any changes on the Bord Gáis website at www.bordgaisenergy.ie as soon as possible prior to the changes being introduced.

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 the boiler care agreement.

14.4 Severance: If any provision of the boiler care agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

14.5 Governing law: The boiler care agreement shall be governed by and construed in accordance with Irish law. The parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

14.6 Bord Gáis re-organisation: Notwithstanding anything to the contrary in the boiler care agreement, if Bord Gáis or the Government of Ireland or any department thereof should reorganise the business and/or legal structure of Bord Gáis (whether 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 the boiler care agreement 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 the boiler care agreement constitutes the complete agreement between the parties and supersedes all prior understandings, agreements, representations or communications whether written or oral between the parties relating to the subject matter hereof, but no term purports to exclude liability for fraud.

15. GLOSSARY

"Boiler care agreement" means the boiler care agreement provided to you by the service engineer and signed by you which incorporates the terms and conditions (as if the terms and conditions were set out in full in the boiler care agreement);

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

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

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

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

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

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

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

"Parties" means us and you;

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

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

"System Boiler" means an appliance that contains a domestic central heating boiler and plumbing components including a circulating pump, expansion vessel and safety valve plus internal piping connecting these devices together. The system boiler must be fitted with isolating valves;

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

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

