

Terms & Conditions

1. BOILER CARE LEVEL 3 SYSTEM BOILER

1.1 Boiler care level 3 system boiler includes one boiler service and one boiler safety check (as described in clauses 2.1 and 2.2) and labour and certain parts* in the case of breakdown of this appliance during the term of the boiler care agreement, up to a maximum of €1,000 including VAT worth of parts and labour in any contract year. No charge will be made in respect of parts listed in the table of included parts annexed including the replacement of the pump inside the system boiler or labour for call-outs or repairing a reported fault on your boiler up to a maximum of €1,000 including VAT during each contract year.

* Only those parts that are listed in the included parts table annexed to these additional terms and conditions are covered. It is important that you read this table to understand what parts are included with boiler care level 3 system boiler. Components which are working but creating a noise nuisance will not be replaced until they fail in service.

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 any parts or labour with a cost of greater than €1,000 (calculated at prevailing rates) including VAT in any contract year. If a part which is not included in the table of included parts annexed 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 that is up to ten (10) years of age. Boiler care level 3 system boiler is for system boilers which must be fitted with isolating valves and excludes combination or condensing / high efficiency type boilers and any boiler more than ten (10) years old.

1.4 Boiler care level 3 system boiler 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 3 system boiler 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 boiler service visit; 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 next gas 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, or to offer you a reduced level of cover on your boiler, at any time by giving you notice in writing if:

- (a) you default in making any payment due to us;
- (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; or
- (c) the boiler is more than ten (10) years old.

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 boiler care level 3 system boiler. 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 3 system boiler 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 3 system boiler is set out 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. You can check the current rates applicable to boiler care level 3 system boiler 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 and those parts listed in the table of included parts annexed up to a maximum cost of €1,000 (calculated at prevailing rates) including VAT. Once this amount has been reached within a contract year, any further labour and/or parts required will cost extra, as set out in clause 4.4 below.

4.3 Boiler care level 3 system boiler does not apply to any of the matters described in clause 7. If Bord Gáis reasonably determines that the any defect or malfunction was the result of any of the matters referred to in clause 7, then you must pay for all labour and/or parts 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 and/or parts which are outside the scope of boiler care level 3 system boiler 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 additional parts or components which are not listed in the table of included parts annexed (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 your boiler care level 3 system boiler (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.

(a) If the part or component is listed on the table of included parts annexed, the service engineer will supply and fit adequate replacement parts or components (up to the maximum set out in clause 1.1). Included parts which are working but are creating a noise nuisance will not be replaced until they fail in service (unless you elect to pay for the replacement of

such parts).

- (b) If the part or component is not included in the table of included parts annexed, 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 3 system boiler 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 3 system boiler and will incur additional charges, in accordance with clause 4:

- (a) Any of the following work:
 - i. Adjustments to time and temperature controls.
 - ii. The replacement of decorative parts, casing and body of boiler.
 - iii. The replacement of any part or component which is not listed in the table of Included Parts annexed.
 - iv. Refilling central heating system with water and venting radiator or cylinder circuit.
 - 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. The replacement of the Heat Exchanger due to a leak, blockage, noise, or failure due to poor water quality
- (b) 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 on a system boiler on boiler care level 3 system boiler 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 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.
- c. 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, external expansion vessels, heat exchanger, pipe-work and conventional/balanced/ or fan flues.
- d. Other exclusions as identified when your boiler care level 3 system boiler 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 3 system boiler changes, the new owner shall have the benefit of boiler care level 3 system boiler 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 3 system boiler 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