



Boiler Repair



**If you need any help,
please contact us:**

Tel: 01 611 01 05

Web: bordgaisenergy.ie/homecare

Email: boilerservices@bordgais.ie

Boiler Services, Bord Gais Energy,
PO Box 10943, Dublin 2

Please note that to maintain the highest level of service,
we may monitor and record calls.

Boiler Repair

Welcome to Boiler Repair from Bord Gais Energy. Thanks for choosing us to look after your gas boiler. We're committed to providing the best service for you. With our team of professional Service Engineers, you can rest assured your boiler is in safe hands.



60 day warranty



Total peace of mind from the experts

TERMS AND CONDITIONS FOR BOILER REPAIR - BOILER REPAIR AGREEMENT

These are our standard terms and conditions for Boiler Repairs. As a HomeCare customer, you will be deemed to have accepted this contract from the date that you sign up.

As a HomeCare customer, Bord Gáis Energy Limited is the Controller of your Personal Data. We recommend that you read our Privacy Notice, to understand your data protection rights and how we collect and use your Personal Data. All of our Privacy Notices are located at www.bordgaisenergy.ie/dataprotection. The Privacy Notice which applies to HomeCare customers is provided in the next section of this document and is located at www.bordgaisenergy.ie/docs/DataProtection/HomeCarePrivacyNotice.pdf

The Privacy Notice does not form part of the contract between you and Bord Gáis Energy Limited.

BY ORDERING THE BOILER REPAIR SERVICE YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS.

1 BOILER REPAIR SERVICE

- 1.1 Pursuant to the Boiler Repair Agreement, a Service Engineer will visit the Property, carry out various tests and checks on the Boiler in order to diagnose the fault with it. All visual checks and tests applied are in accordance with the current edition of Irish Standard 813 ("I.S. 813"): as laid down by the National Standards Authority of Ireland for Domestic Gas Installations. The Service Engineer will follow manufacturer's instructions as outlined in the installation and servicing instructions as supplied with the Boiler.
- 1.2 The Service Engineer will provide you with a verbal update on the fault with the Boiler and the estimated costs involved in repairing the Boiler. This may include the costs of providing new parts or components for the Boiler. The Service Engineer will also provide you with an estimate of the time it will take to repair the Boiler. Please be aware that sometimes it may not be possible to carry out the repair during the initial diagnosis visit.
- 1.3 Please note that some repairs may take a longer period of time than estimated and additional charges may be incurred as set out in clause 4.1.
- 1.4 Complete Boiler Repair +1 + 1 does not include any of the matters referred to in clause 8.

2 SCOPE OF SERVICE

- 2.1 The price quoted to you by the Service Engineer is for the repair of a central heating boiler that does not exceed 45kW output.
- 2.2 The Agreement covers repair to a central heating boiler and certain system components but does not include repairs to radiators, heating filling system or

central heating system pipework.

3 TERM OF BOILER REPAIR AGREEMENT AND TERMINATION

- 3.1 Your Boiler Repair Agreement provides for one repair to the Boiler and may include the provision of parts or components (which will be quoted and charged for separately).
- 3.2 **Commencement:** When you order Boiler Repair, Bord Gáis Energy may run a credit check against you and perform a full eligibility check on your Boiler at a time and date agreed with you. If we choose to carry out either or both of these checks and they are satisfactory to Bord Gáis Energy, the Boiler Repair Agreement will come into effect from the later of (i) the date that we notify you that the credit check is satisfactory to us and (ii) the date that we notify you that the Boiler is suitable for Boiler Repair.

Where the credit check and/or full eligibility check on the Boiler are satisfactory to Bord Gáis Energy, the Service Engineer will carry out the Boiler Repair on the date agreed between you and Bord Gáis Energy. Bord Gáis Energy will not be obliged to commence or continue with a Boiler Repair unless it is satisfied that no Health and Safety issue exists which would mean it would be inappropriate, unsafe or otherwise unsuitable for the Boiler Repair to commence or continue. For the avoidance of doubt, this will include circumstances where Bord Gáis Energy determines that the Boiler is inaccessible, due to the enclosure or compartment in which it is located, so as to impede the Service Engineer from commencing or continuing with the Boiler Repair. Please see clause 12 for further information.

In circumstances where we determine that we are not in a position to proceed or continue with the Boiler Repair due to a Health and Safety issue(s), we will charge you a cancellation fee equal to €30. Boiler Repair Visits will be conducted during normal working hours (8am to 6pm Monday to Friday and 8am to 4pm on Saturdays, excluding bank holidays and public holidays in Ireland), unless otherwise agreed between the parties. If an issue preventing the Boiler Repair from proceeding or continuing is removed and the appointment is rescheduled by you within 10 working days of the most recent Boiler Repair Visit, we will refund the cancellation fee of €30. Please see clause 12 below for further details.

- 3.3 **Your Responsibilities:** It is your responsibility to provide the Service Engineer with the necessary access to the Property at the time of our appointment(s) to carry out the Boiler Service and/or Boiler Safety Check. 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 Boiler Service and/or the Boiler Safety Check and it is your responsibility to arrange another appointment.

If we are not able to gain access to your Property

at the time of an appointment, we will inform you that we were not able to carry out the Boiler Service and/or Boiler Safety Check for this reason and we will charge you a cancellation fee equal to €30. You are also responsible for making sure that (a) we can safely access your Property, which includes providing safe access to your Boiler; and (b) there is sufficient gas in the system to allow the Boiler Service and/or Boiler Safety Check to be completed (applicable to pre-pay meters only). In circumstances where we are not in a position to proceed with the Boiler Service and/or Boiler Safety Check due to (a) or (b), we will inform you of this and charge you a cancellation fee equal to €30.

It is also your responsibility to take care in or around areas where work is taking place during a Boiler Service Visit and to ensure that any children or animals in the Property are kept away from any area where work is being carried out or equipment is being stored and all areas in between.

- 3.4 Cancellation:** In circumstances where you order the Boiler Repair service over the phone, you may cancel your Boiler Repair Agreement within fourteen (14) working days of receiving these Terms and Conditions, without giving a reason and without charge by calling our customer service representatives on 01 611 01 01 or by email to boilerservices@bordgais.ie unless the Boiler Repair has been carried out before the end of this period with your agreement. Otherwise, you can cancel the Boiler Repair Visit without charge up to 24 hours before the Boiler Repair Visit is due to be carried out by calling our customer service representatives on 01 611 01 01 or by email to boilerservices@bordgais.ie. The Boiler Repair Visit may be rescheduled by you at the time of cancelling it, or at a later date during the term of the Boiler Repair Agreement, to a new date and time agreed with us. If you cancel less than 24 hours before the time of the Boiler Repair Visit, we may charge you a cancellation fee equal to €30. You will also 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 Property to carry out the Boiler Repair at and on the agreed time and day.

4 PRICE PAYABLE BY YOU

- 4.1** Payment for the repair of the Boiler is €90 for the first 30 minutes. Additional servicing time spent fault finding, carrying out the Boiler Repair and/or replacing parts or components will be charged in 15 minute units at €25 per unit. The cost of replacement parts or components (where required) is charged for separately and will not be included in the price of the Boiler Repair. The Service Engineer will provide you with a cost for any required parts prior to fitting such parts to the Boiler. The Service Engineer will only proceed to fit the required parts following your agreement to the cost of the required parts and the rate for additional labour. Certain parts may have to be ordered from outside the Republic of Ireland. These

parts may require advance payment from you as will be advised to you at the time of ordering by the Service Engineer.

- 4.2** All charges under the Boiler Repair Agreement can be applied to the Customer's next Bord Gais Energy HomeCare bill (except as outlined in 4.1 above and 4.3 below). The Customer is required to pay for the work carried out by the due date advised on the relevant Bord Gais Energy HomeCare bill.
- 4.3** Customers must pre-pay by credit or debit card in the following circumstances:
- where the total amount due under the Boiler Repair Agreement is over €600 (including parts and labour);
 - where the part required is an Exceptional Item; or
 - where the Customer does not satisfy a Bord Gais Energy credit check (which will be determined solely at our discretion).
- 4.4** All prices and costs detailed in these Terms and Conditions are inclusive of VAT.

5 PAYMENT TERMS

- 5.1** If you are required to pre-pay in accordance with clause 4.3, you must pay by debit or credit card for Boiler Repair and, where applicable, for the cost of any additional labour and/or any parts/components that may have been supplied.
- 5.2** You may be charged for the cost of replacement parts/component and any additional labour in advance or we may subsequently issue you a bill for the cost of the replacement parts/components and/or labour. You are required to pay your bill by the due date specified in your bill.
- 5.3** If you do not pay us any sum due under the Boiler Repair Agreement when due, we may charge you a late payment fee equal to 5 % of the then due payment.

6 PROVISION OF SPARE PARTS

- 6.1** The Service Engineer may, during the Boiler Service Visit, identify parts or component failure or potential failure. The Service Engineer will advise you of the cost of replacement of any such parts or components and if necessary, but subject to your signed authorisation, will supply and fit adequate replacement parts or components, subject to their availability. Title to the replacement parts and/or components will only pass to you when you have paid Bord Gais Energy for them.
- 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.
- 6.4** Any parts or components which are removed from

your Boiler by the Service Engineer will, unless you specify otherwise, be left with you and not removed from the Property. You should retain this part or component until you are satisfied that the new part or component has eliminated the fault and to allow for re-testing in the event of a further fault arising with your Boiler.

- 6.5 For the avoidance of doubt, we will not fit replacement parts or components not supplied by us.
- 6.6 If the Service Engineer needs to leave the Property to source replacement components or parts, your written approval of the cost of any such replacement components and/or parts, and any additional labour charges (if applicable) is required before the Service Engineer will return to fit the replacement components and/or parts.

7 CONDITION OF CENTRAL HEATING BOILER

- 7.1 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.
- 7.2 No responsibility or liability is accepted for the quality or condition of any existing equipment in the Property at the time of the Boiler Repair (including, without limitation, any equipment (such as the Boiler), pipework, cables, connections, controls, water supply pipes, electrical, flues or chimneys).

8 DANGEROUS WASTE MATERIAL

- 8.1 Should we find asbestos or other dangerous or potentially dangerous waste materials in or around the Property, then you will need to engage a specialist competent contractor to arrange for the removal of such dangerous waste material before the Boiler Repair may proceed or continue. When you have had all 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.

9 WARRANTIES

- 9.1 All work undertaken by the Service Engineer while servicing the Boiler carries a sixty (60) (60) day warranty from the date on which the work is carried out by the Service Engineer. Subject to the other provisions of this clause, if you have any problems with the Boiler in the 60 day period after the work has been done there will be no call out charge applied if the Service Engineer has to call back to the Property. However, if, when he calls back, the Service Engineer identifies a problem with the Boiler that is not related to the Boiler Repair previously carried out, the Service Engineer will advise you of

the cost of the labour and any replacement parts or components necessary to rectify the matter. Subject to your signed authorisation, the Service Engineer will then fix the problem and you will be charged for the time it takes for the Service Engineer to rectify the matter and for the cost of any necessary parts or components. Time will be charged in 15 minute units at €25 per unit.

- 9.2 With regard to the supply of any replacement parts and/or components and of any other materials supplied as part of the Boiler Repair, we warrant that at the time of installation the replacement parts and/or components (as the case may be) 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). We also warrant that, to the extent that statutory provisions apply to the Boiler Repair, we shall comply with same.
- 9.3 With regard to the Boiler Service, we warrant that:
- the Service Engineer has the necessary skill, training, qualification and experience to carry out the works pursuant to the Boiler Repair Agreement;
 - the Service Engineer will carry out the Boiler Service with due skill, care and diligence PROVIDED ALWAYS that where the Service Engineer has complied with all the manufacturer's instructions and guidelines, I.S. 813, the Service Engineer shall be regarded as having met the appropriate standard of skill, care and diligence; and
 - where materials are used for the purposes of the Boiler Service, they will be sound and reasonably fit for the purpose for which they are required.
- 9.4 In addition to the warranties set out in clauses 9.1, 9.2 and 9.3 above but subject to clause 9.6 below, we will, within a period of 12 months (unless otherwise specified by the manufacturer) from the date of completion of the Boiler Repair, repair or replace free of charge any faulty replacement parts or components supplied by us under the Boiler Repair Agreement. This shall apply only to defects which appear within a period of 12 months (unless otherwise specified by the manufacturer) from the date that the parts and/or components were replaced and provided any defect is notified to Bord Gais Energy in writing within 21 days of when you become or ought reasonably to have become aware of the defect. Your rights under this clause 9.4 are in addition to and not in substitution of your rights at law.
- 9.5 You represent and warrant to us that:
- (a) you are the owner of the Property or have full power and authority to execute and deliver the Boiler Repair Agreement and to comply with the provision of, and perform all of your obligations and exercise all of your rights under the Boiler Repair Agreement;
 - (b) all consents, licences, approvals and authorisations required in connection with

the entry into, performance, validity and enforceability of the Boiler Repair Agreement have been obtained and are in full force and effect; and

- (c) you will perform your obligations and exercise your rights under the Boiler Repair Agreement in accordance with all applicable laws and regulations.

9.6 We will not be responsible or have any liability for:

- (a) The following faults or defects or any work required to rectify same (including, for the avoidance of doubt, during the 60 day warranty period):
- (i) any defect or damage occurring from a failure of the electricity, fuel or water supply;
 - (ii) failure of the pump due to water leaking from the isolating valves or the connecting pipe-work or components;
 - (iii) any defects or inadequacy attributable to the original design of the central heating system, including but not limited to 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 not due to the neglect or default of Bord Gáis Energy;
 - (vi) normal wear and tear or any deterioration in the condition, effectiveness or operation of the central heating installation, radiators, pipework or any part thereof as a result of its use or the passing of time;
 - (vii) 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;
 - (viii) any defect caused through malicious or wilful action, negligence, misuse or third party interference;
 - (ix) any defect or damage occasioned by fire, lightning, explosion, flood, storm, tempest, frost, impact or other extraneous cause;
 - (x) any modification, adjustment or repair to the Installation by a third party;
 - (xi) any defect or damage or detrimental effect to the appliance due to contamination (including by water, bacteria, sediment or sludge) of fuel or lack of fuel supply;
 - (xii) any defect or damage or detrimental effect due to the incorrect fuel supply by a third party; and/or
 - (xiii) any defect or damage or detrimental effect caused as a result of inappropriate condensate discharge including to a septic tank or in contravention of the Water Pollution Acts 1977 and 1990 as amended.
- (b) Any loss of gas caused by third party interference and any other exclusions that are brought to your attention by us prior to the commencement of the Boiler Repair Agreement.

- 10.1 The Boiler Repair Agreement is personal to you and therefore it 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 or transfer all of our rights and obligations under the Boiler Repair Agreement to any other company or person.

11 EXCLUSIONS TO BOILER REPAIR

- 11.1 This Boiler Repair Agreement does not include repair or replacement of the boiler or any part thereof in the event of the part/ component not being reasonably available. If the boiler cannot be repaired because of the lack of available parts/components, the Boiler Repair Agreement shall be terminated and any unearned payment made to Bord Gáis Energy prior to termination under this clause 11.1 will be refunded to the Customer on a pro-rata basis.

- 11.2 As part of this Boiler Repair Agreement (including, for the avoidance of doubt, the 60 day warranty period), we will not provide:

- (a) any of the following services:
- (i) repair of fill lines;
 - (ii) repair of storage tank;

12 NOTICE OF HAZARD

- 12.1 We may issue a Notice of Hazard as per I.S. 813 and / or the manufacturer's instructions in a number of different circumstances including, without limitation, where, in the opinion of the Service Engineer, (i) Level A: the appliance installation does not conform to standard but is safe to continue to use pending rectification; (ii) Level B: the appliance installation does not conform to standard and is considered unsafe and requires immediate isolation of the appliance pending rectification; (iii) Level C: the complete Installation is unsafe for continued use and requires immediate isolation at the meter pending rectification.

- 12.2 In circumstances where we have issued a Notice of Hazard where we have not been in a position to fully inspect/test any part of the installation of the Boiler we will not accept any responsibility or liability for the quality or condition of the Boiler and for any loss or damage arising out of or in connection with the issuance of a Notice of Hazard by us.

- 12.3 Where we have issued a Notice of Hazard identifying remedial action in respect of the Boiler but, in the opinion of the Service Engineer, it is safe to continue with the Boiler Service without you first taking the recommended remedial action, it is solely your responsibility to take the recommended remedial action following the Boiler Service. We will, if possible, provide you with an estimate of the likely time required and cost involved to complete the recommended remedial action. It may also be possible to make arrangements with the Service Engineer for this recommended remedial action to be carried out by us at a later date.

- 12.4 Bord Gáis Energy will not be obliged to commence or continue with a Boiler Repair where, in the opinion of a Service Engineer there is a Health and Safety

10 ASSIGNMENT

or non conformance to standard issue (which will be detailed in the Notice of Hazard where relevant) that means it is inappropriate, unsafe or otherwise unsuitable for the Boiler Repair Agreement to commence or continue and in such circumstances we may terminate the Boiler Repair Agreement. In such circumstances we will charge you a cancellation fee equal to €30. We reserve the right to contact the relevant local authority if we consider it necessary in the interest of the Health

- 12.5 losses, liabilities, costs, penalties, fines, damages, defects or personal injuries arising out of or in connection with your decision not to carry out any remedial work recommended to you in a Notice of Hazard or to take any advice given to you by the Service Engineer and/or notified to you in a Notice of Hazard. You agree to indemnify us and keep us indemnified in respect of any losses, liabilities, costs, penalties, fines, damages, expenses, actions, claims or proceedings arising out of or in connection with any claim brought, made or threatened by a third party against us relating to or in connection with your decision not to carry out any remedial work recommended to you by us in a Notice of Hazard or to take any advice given to you by the Service Engineer and/or notified to you in a Notice of Hazard.

13 USE OF SUBCONTRACTORS

- 13.1 We reserve the right to use subcontractors to carry out all or any part of the works to be provided pursuant to the Boiler Repair Agreement.

14 GENERAL LIMITATIONS OF OUR OBLIGATION

- 14.1 We shall not be liable if any work is carried out on the Boiler, appliance or system by any other party, other than by a subcontractor acting on our behalf. Any such action will give us the immediate right to terminate the Boiler Repair Agreement. You agree to indemnify us and keep us indemnified in respect of any actions, claims or proceedings 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 Energy without our prior written consent.

- 14.2 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, frost, inclement weather, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or disorder; acts, restrictions, regulations, bye-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.

- 14.3 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 Repair Agreement.

- 14.4 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 (except any personal injury attributable to a person's decision to set their Boiler below 60 degrees thereby exposing the Customer and/or third parties to the risk of legionella in respect of which you agree to indemnify and keep us indemnified with regard to any claims) attributed to Bord Gáis Energy 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.

15 QUALITY AUDITING

- 15.1 Bord Gáis Energy may request to carry out random quality audits on the work carried out on your Boiler both during the Boiler Service Visit and after completion of the Boiler Service. Bord Gáis Energy will notify you by telephone of any such request. All Bord Gáis Energy engineers and supervisors carry identification which will be displayed to you on arrival at the Property.

16 COMPLAINTS PROCEDURE

- 16.1 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 service representatives at 01 611 01 01;
 - by email to info@bordgais.ie or through our website at www.bordgaisenergy.ie; or
 - by letter to Customer Care, Bord Gáis Energy, PO Box 10943, Freepost F4062, Dublin 2.

17 GENERAL

- 17.1 **Notices:** Any notice or account sent by ordinary post pursuant to the Boiler Repair Agreement shall be deemed to have been received two days after the day of posting. Any notice sent by the Customer by electronic mail shall be deemed to have been received upon confirmation of receipt from Bord Gáis Energy by electronic mail or post.

Any notice required or permitted to be given by the Customer shall be in writing addressed to Bord Gáis Energy Boiler Services, PO Box 10943, Freepost F4062, Dublin 2 or such other address or electronic mail address as may be provided to the Customer by Bord Gáis Energy from time to time.

- 17.2 **Amendments:** We reserve the right to change the Terms and Conditions of the Boiler Repair Agreement at any time. We will publish details of any changes on the Bord Gáis Energy website at www.bordgaisenergy.ie as soon as is reasonably possible prior to the changes being introduced.

- 17.3 **No waiver:** No forbearance, indulgence or relaxation

on the part of Bord Gáis Energy shown or granted to the Customer shall in any way affect, diminish, restrict or prejudice the rights or powers of Bord Gáis Energy provided by the Boiler Repair Agreement or by law or operate as or be deemed to be a waiver of any breach, right or remedy under the Boiler Repair Agreement or provided by law.

authority or knowledge;

“Declaration of Conformance Certificates” (Completion Certificates) means the mandatory certificate which a Registered Gas Installer/Service Engineer must issue to a customer for all Gas Works carried out;

“Exceptional Item” means a spare part which is not generally in stock and has to be ordered specially for the repair;

“Health and Safety” means matters relating to:

- (a) the applicable requirements of health and safety legislation in Ireland including, but not limited to, the Safety Health & Welfare at Work Act 2005 (as amended from time to time) 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 prepared by the National Standards Authority of Ireland and regional requirements for Ireland;
- (d) all relevant Codes of Practice, Guidelines and technical documentation/ specifications prepared by ETCl;
- (e) System Supplier/Product Manufacturer Instructions and Guidelines; and
- (f) all relevant installation standards applicable in Ireland, including, without limitation, I.S. 813; and
- (g) industry best practice;

“HomeCare” means the range of boiler services and energy services products provided by Bord Gáis Energy;

“I.S. 813;” means the current edition of the Irish Standard 813: 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 I.S. 813 shall be a reference to the current version of that provision as amended or replaced from time to time;

“Notice of Hazard” means a Notice issued to you to advise of a defect of an installation which might affect the safety or persons or property or cause a pollution incident;

“Parties” means us and you;

“Property” means the domestic address at which we will carry out the Boiler Service;

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

“Terms and Conditions” means these terms and conditions; and

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

17.4 Severance: If at any time any provision of the Boiler Repair Agreement (or any part of a provision of it) is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

- the legality, validity or enforceability in that jurisdiction of any other provision of the Boiler Repair Agreement (including the remainder of a provision, where only part thereof is or has become illegal, invalid or unenforceable); or
- the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of the Boiler Repair Agreement.

17.5 Governing Law: The Boiler Repair Agreement shall be governed by and construed in accordance with the laws of Ireland. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

17.6 Entire Agreement: The Parties acknowledge that the Boiler Repair Agreement constitutes the complete agreement between the Parties and supersedes all and any prior understandings, agreements, representations or communications whether written or oral between the Parties relating to the subject matter hereof.

18 GLOSSARY

In these Terms and Conditions:

“Boiler” means a boiler on which the Boiler Repair is to be carried out;

“Boiler Repair Agreement” means the Boiler Repair agreement between you and us which incorporates the Terms and Conditions (as if the Terms and Conditions were set out in full in the Boiler Repair Agreement);

“Boiler Repair” means a repair of a boiler as described in clause 2.1;

“Boiler Repair Visit” means a call-out by a Service Engineer to perform a Boiler Repair;

“Bord Gáis Energy”, “us” or “we” means Bord Gáis Energy Limited, a company incorporated in Ireland with registration number 463078 and registered office at 1 Warrington Place, Dublin 2 and where the context so permits unless the contrary intention appears, its authorised agents and subcontractors;

“Centrica Group” includes companies such as those using the British Gas, Scottish Gas and Dyno brands.

“Customer” or “you” means the customer(s) who makes the Boiler Repair Agreement with us, and includes a person who we reasonably believe is acting with your

Your HomeCare – Boiler Services Privacy Notice

PRIVACY NOTICE: HOMECARE

1 BORD GÁIS ENERGY AND YOUR PERSONAL INFORMATION

This is the Bord Gáis Energy Limited HomeCare Privacy Notice. For all HomeCare boiler repairs, boiler services and power flushing services provided by us, the data controller is Bord Gáis Energy Limited. Bord Gáis Energy Limited is part of the Centrica group.

All of our Privacy Notices are located at www.bordgaisenergy.ie/dataprotection. If you are a Gas or Electricity Supply Customer, the Gas and Electricity Supply Privacy Notice available at www.bordgaisenergy.ie/docs/DataProtection/GasElecPrivacyNotice.pdf will apply to you.

2. PERSONAL INFORMATION WE COLLECT

We collect the following types of personal information from you:

- a) **Your contact details:** information that allows us to contact you directly and to deliver goods to you or to visit to carry out a service/ repair/installation - your name, email address, telephone number and addresses associated with your account.
- b) **Details of other people linked to your account:** if you have nominees, executors, or people with a power of attorney, their details will be linked to your account.
- c) **Payment information and account history:** purchase history, credit/debit card details and bank account details you provide to make payment for the products and services you purchase from us; your payment method and history.
- d) **Previous service information:** information about previous use of HomeCare services at your address so that we can determine when your boiler/ heating system was last serviced/ repaired/ works were carried out.
- e) **Records of your discussions with our customer support teams, including call recordings:** when you share comments and opinions with us, ask us questions or make a complaint, including when you phone us, we will keep a record of this. This includes when you send us emails, letters phone our support team or contact us through social media.
- f) **Identification information:** identification documents may be requested by us on occasion when dealing with customer queries. Where customers avail of Fuel Allowance, their PPS number will be required.
- g) **Credit information:** information that allows us to understand your creditworthiness.
- h) **Lifestyle and demographic insight information:** we use regional demographic information to determine what products or services customers may be interested in.
- i) **Responses to surveys, competitions and promotions:** we keep records of any surveys

you respond to or your entry into any competition or promotion we run.

- j) **How you use mobile applications and websites:** when you use our applications or websites, we collect information about the pages you look at and how you use them, your device type, operating system and browser type.
- k) **Location information:** your smartphone or computer's IP address may tell us an approximate location when you connect to our websites, but this will be no more precise than the city, county or country you are using your device in.
- l) **Advertising and Direct Marketing:** information about how you respond, or interact with, any direct marketing or advertising communications directed to you, including any requests for these communications to stop.

You are not required to provide any of the personal information described above to us, however, if you do not do so, you may not be able to set up an account with us, or the functionality of our products or services may be reduced.

3. WHAT DO WE USE YOUR PERSONAL INFORMATION FOR?

We process some of your personal information to fulfil the contract between us:

PURPOSE	PERSONAL INFORMATION USED
Boiler servicing, repairs, delivery, installation and maintaining your account	All the data listed in categories a-g of section 2 above
Billing you and taking payment for our products and services	All the data listed in categories a-g of section 2 above
Gas appliance safety checks	All the data listed in categories a-g of section 2 above
Power Flushing	All the data listed in categories a-g of section 2 above
Answering your queries or complaints	All the data listed in categories a-g of section 2 above
To deliver service communications	Your contact details and account history
Debt collection	All the data listed in categories a-g of section 2 above

We process the following personal information because we have a legal obligation to do so:

PURPOSE	PERSONAL INFORMATION USED
Detecting, preventing or investigating crime or suspected crime	All the personal information we collect
Attending to emergency situations (including gas leaks)	<ul style="list-style-type: none"> Contact details Account information and details of other people linked to your account Vulnerability information (e.g. if you are listed as a Special or Priority Services customer)
Complying with obligations imposed by our regulators	The personal data we use will depend on the nature of the issue but will often include all the data listed in categories a-g of section 2 above
Internal and statutory audits	All personal information we collect as listed in Section 2

We process the following personal information to ensure our customers, staff or agents are protected from harm:

PURPOSE	PERSONAL INFORMATION USED
Health and Safety of our customers, staff and contractors	<ul style="list-style-type: none"> Account information HomeCare account service history Records of your discussions with our customer support teams

We process the following personal information because we have a legitimate interest to do so:

PURPOSE	PERSONAL INFORMATION USED
Maintaining and improving our products and services e.g. optimising pricing structures and business operations, analysing performance of advertising and marketing	All the personal information we collect as listed in Section 2 (but not your payment details)
Staff training	All the personal information we collect as listed in Section 2 (but not your payment details)

Developing new products and services, and determining products and services that may be of interest to you e.g. by understanding demographics to determine the most relevant products and services for customers' needs	All the personal information we collect as listed in Section 2 (but not your payment details)
Market surveys, research and analytics	All the personal information we collect as listed in Section 2 (but not your payment details)
Direct marketing our similar products and services (only in accordance with your marketing preferences, and you will always be given the opportunity to unsubscribe)	<ul style="list-style-type: none"> Contact details Marketing preferences set by you Purchase history
Making credit decisions	<ul style="list-style-type: none"> Contact details Payment information and account history

We process some of your personal information because you have provided your consent to the processing, however you may revoke your consent at any point, by contacting us at dataprotection@bordgais.ie or Data Governance Officer, Bord Gáis Energy Limited, PO Box 10943, Dublin 2, or at www.bordgaisenergy.ie/dataprotection/#opt-out:

PURPOSE	PERSONAL INFORMATION USED
Direct marketing a wider range of our products and services or those of third parties (only in accordance with your marketing preferences, and you will always be given the opportunity to unsubscribe) e.g. where you are a member of our Rewards Club	<ul style="list-style-type: none"> Contact details Account information and history Rewards information Purchase and account history

Where we process your personal data so you can't be identified any more

We may anonymise and aggregate any of the personal data we hold (so that it does not identify you). We may use anonymised and aggregated information for purposes that include testing our IT systems, research, data analysis, improving our site, apps and developing new products and services.

4 SOURCES WE COLLECT YOUR PERSONAL INFORMATION FROM

We will collect personal information from the following sources:

- a) **Directly from you:** when you set up an account with us, purchase products or services from us, submit information via our websites or apps, complete forms we provide to you, enter our competitions and promotions, make a complaint, contact us by phone, email or communicate with us directly in some other way.
- b) **Other entities/companies we work with:** provide us with information to help us deliver our products and services to you. These include:
 - **Contracted service engineers:** these entities will provide us with information about your boiler and services carried out by them so that we can manage your account.
 - **Companies in the Centrica group:** who may provide relevant information about the products and services bought from them.
 - **Payment services providers:** if you authorise a third party to process your payments, payment information will be provided to us from that third party.
 - **Other companies' apps and products:** provide us with information if you connect them to our products or services, including social media providers

5 WHO WE SHARE YOUR PERSONAL INFORMATION WITH

We share personal information with the following parties. We always have contracts in place with these entities, obligating them to protect your data:

- a) **Contracted service engineers:** so that they can book appointments with you and provide the services that you request.
- b) **Companies in the Centrica group:** to provide a service to you, and for cross-marketing activities, in accordance with your marketing preferences.
- c) **Any party approved by you:** including, if you take part in the Bord Gáis Energy reward or loyalty schemes, or if you ask us to transfer your data to another company.
- d) **Advertising/Marketing partners:** so that we can run advertising campaigns and conduct market research and analysis.
- e) **Other service providers and advisors:** companies that support our IT, help us analyse the data we hold, process bills and payments, send communications to our customers, provide us with legal or financial advice, carry out debt collection services.
- f) **Purchasers of our business:** buyers or prospective buyers who we sell or negotiate to sell our business to.
- g) **Government bodies or our regulators:** where

we are required to do so by law or to assist with their investigations or initiatives, or are part of industry information sharing schemes, including the Data Protection Commission, Commission for Regulation of Utilities, Sustainable Energy Authority of Ireland (SEAI), and the Central Bank of Ireland.

- h) **Industry supervisory bodies:** we may pass your information on to organisations that supervise the industry, like Registered Gas Installers (RGI) and the National Electrical Contractors Ireland (NECI).
- i) **Garda Síochána and law enforcement agencies:** to assist with the detection, investigation and prevention of crime.

We do not disclose personal information except as set out above. We may provide third parties with aggregate statistical information and analytics about users of our products and services and we will make sure no one can be identified from this information before we disclose it.

6 DIRECT MARKETING

Email, telephone, postal and SMS marketing: from time to time, Bord Gáis Energy or the Centrica group may contact you by email, telephone (mobile and landline), post or SMS with information about products and services we believe you may be interested in. We will only send marketing messages to you in accordance with the marketing preferences you set when you create your account or that you tell us afterwards you are happy to receive.

You can also unsubscribe from our marketing by following the unsubscribe instructions in email or SMS communications that we send to you. You can then let us know at any time that you do not wish to receive marketing messages by completing this online web form www.bordgaisenergy.ie/dataprotection/#opt-out or call us on 01 611 01 01. You can opt-out by marketing type (e.g. email, SMS, etc.) as we know our customers may be happy to receive one form of marketing but not another.

7 TAILORED ADVERTISING/PROFILING

We work with our advertising partners, including social media sites and providers, to show you advertising about our products and services, and those offered by group companies and services. This takes place on websites or apps where our partners have advertising space or direct marketing to your premises. To do this, some of our advertising partners provide us with aggregated, non-personal geographical and demographic information. Other partners use information about the websites, apps, social media content and ads you interact with or view when connected to the Internet, to make sure the advertising you see is more relevant to you, as well as information which we provide to them. Typically, cookies and similar technologies are used to provide this type of advertising online.

You can find out more about cookies and how to manage their use by reading our cookie notice: www.bordgaisenergy.ie/website-terms/#cookie-notice

8 TRANSFERRING YOUR PERSONAL INFORMATION INTERNATIONALLY

In providing our services, we work with partners which transfer and store data in India and in the Philippines. As these jurisdictions are outside of the EEA and their privacy laws are considered to be less protective than those within the EEA, we have ensured that appropriate safeguards are in place by entering into standard contractual clauses, which have been approved by the European Commission, with these partners <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32010D0087>.

9 HOW LONG DO WE KEEP PERSONAL INFORMATION FOR?

We will keep your personal information for as long as you have an account with us. After you close your account with us we will keep your personal information for a period to maintain our records, to respond to your queries, for safety reasons, for bill reconciliation purposes and to meet legal and regulatory obligations. The periods that we keep information for are subject to change as required by legal obligations on us. Where a customer has attempted to close their account but there is outstanding debt or credit balance on the account then these accounts will be classed as current customers and will remain open until the debt is paid.

10. YOUR RIGHTS IN RELATION TO YOUR PERSONAL INFORMATION

You have the following rights in relation to your personal information: (i) the right to be informed about how your personal information is being used; (ii) the right to access the personal information we hold about you; (iii) the right to opt-out of receiving direct marketing messages; (iv) the right to request the correction of inaccurate personal information we hold about you; (v) the right to request the blocking or deletion of your personal information in some circumstances and; (vi) the right to request that

we port elements of your data either to you or another service provider.

To exercise any of the above rights, or if you have any questions relating to your rights, please contact us by using the details set out in the "Contacting us" section below.

If you are unhappy with the way we are using your personal information you can also complain to the Data Protection Commission, Office of the Data Protection Commission, Canal House, Station Road, Portarlington, Co. Laois, R32 AP23, Ireland. Phone +353 (0761) 104 800 | LoCall 1890 25 22 31 | Fax +353 57 868 4757 | email info@dataprotection.ie.

11. CONTACTING US

We are here to help and encourage you to contact us dataprotection@bordgais.ie, or write to us at: Data Governance Officer, Bord Gáis Energy Limited, PO Box 10943, Dublin 2, or call 01 611 01 01 to resolve your complaint first.

Version dated May 2018

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With Hive Active Heating, you'll never have to worry about coming home to a cold or dark house again. Hive allows you to control your heating, hot water, lights and plugs directly from your phone, allowing you to get on and enjoy life.

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