



Complete Boiler Care +1

Your cover made simple



Thank you for selecting
Complete Boiler Care +1
from Bord Gáis Energy.
With this care package,
you can be sure that
your home is being
looked after.

PLEASE
KEEP THIS
INFORMATION
PACK IN A
SAFE PLACE

Complete Boiler Care +1

Includes labour

- Includes labour cover up to the value of €300
- Boiler service with 19 separate tests and checks
- 24/7 365 priority breakdown assistance

When you need us, we are available to assist you 24 hours a day. We promise to be there within 24 hours, 365 days a year. This means that in case of a breakdown you have the peace of mind of knowing we will always be there for you. Call out and labour costs are included in this package.*

- Automatic renewal notification



You'll enjoy the reassurance
of around the clock 24/7 365
priority breakdown assistance

*Terms and condition apply.
Call out and labour costs covered up to €300.

Your package includes:

Our 19 separate checks and tests

Initial boiler safety checks

1. Check the location of the appliance, its condition and electrical controls
2. Inspect flue thoroughly
3. Check ventilation meets legal requirements
4. Conduct electrical safety tests

Combustion component checks

5. Check accessibility, functionality and condition of isolating valves
6. Inspect / clean fan unit and evaluate performance and functionality
7. Inspect / clean heat exchanger as per manufacturer's instructions
8. Inspect / clean / adjust main and pilot burners and injectors
9. Check / clean / adjust ignition and ionisation electrodes
10. Check flame picture

Boiler re-commissioning tests

11. Check temperature control
12. Check operation of boiler safety devices
13. Check appliance gas rating
14. Conduct burner pressure tests
15. Sample air intake analysis
16. Sample flue gas analysis to ensure safe operation
17. Conduct appliance gas safety tests

Final touches

18. Adjustment time and temperature controls as required
19. Complete RGII appliance conformance certificate and leave copy with customer

Our Service Engineers also conduct various other tests as required for specific types of gas boilers as per best practice and the manufacturer's guidelines.

TERMS AND CONDITIONS FOR COMPLETE BOILER CARE +1

BY ORDERING COMPLETE BOILER CARE +1 YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS PARTICULAR ATTENTION IS DRAWN TO CLAUSES 14 (DATA PROTECTION NOTICE) AND 15 (MARKETING). PLEASE READ THESE CAREFULLY.

1. COMPLETE BOILER CARE +1

- 1.1 The Complete Boiler Care +1 service includes one Boiler Service and one Boiler Safety Check (as described in clauses 2.1 and 2.2 respectively) and labour in the case of breakdown of the Boiler for each Contract Year during the term of the Boiler Care Agreement, up to a maximum of €300 (including VAT) worth of labour in any Contract Year. In addition, 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 a Contract Year any further costs incurred in that Contract Year will be fully chargeable to you in accordance with clause 4 below. We shall not be responsible for providing or obliged to provide labour with a cost of greater than €300 (calculated at prevailing rates) including VAT in any Contract Year. The cost of parts is not included in the price you pay for Complete Boiler Care +1. 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 35kW output. Complete Boiler Care +1 is for System Boilers and Standard Boilers and includes combination or condensing / high efficiency type boilers. Complete Boiler Care +1 includes any boiler that we reasonably determine to be suitable for an annual contract.
- 1.4 Complete Boiler Care +1 does not include any of the matters referred to in clause 8.
- 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 carry out a full service on the Boiler in accordance with the manufacturer's instructions and/or guidelines as laid down in IS:813 2002 (edition 2) (including Amendment 1:2004 and Amendment 2:2005). The following is a list of minimum checks and tests we will carry out on the Boiler where applicable:
 - check the condition of and permitted location of the appliance and its electrical controls;
 - inspect flue integrity, suitability, condition, size, route, functionality, terminal, cowl, guard and installation standard;
 - check ventilation as per manufacturer's instructions or as outlined in IS:813 2002 (edition 2) – ensuring correct location, size, type and source;
 - conduct electrical safety tests including fuse rating, isolation switch, polarity, earth continuity, resistance to earth, short circuit test, supply voltage;
 - check accessibility, functionality and condition of isolating valves;

- inspect/clean fan unit and evaluate performance and functionality;
- inspect/clean heat exchanger as per manufacturer's instructions;
- inspect/clean/adjust main and pilot burners and injectors;
- check/clean/adjust ignition and ionisation electrodes;
- check flame picture;
- check temperature control;
- check operation of boiler safety devices;
- check appliance gas rating;
- conduct burner pressure tests;
- sample air intake analysis;
- sample flue gas analysis to ensure efficient and safe operation of the appliance;
- conduct appliance gas safety tests;
- adjustment time and temperature controls as required; and
- complete RGII appliance conformance certificate and leave copy with the Customer.

The Service Engineer may conduct such other tests and checks as he may determine are reasonably required for specific types of gas boilers.

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 (edition 2) (including Amendment 1:2004 and Amendment 2:2005).

3. TERM OF BOILER CARE AGREEMENT AND TERMINATION

- 3.1 **Term:** Your Boiler Care Agreement provides for a Boiler Service Visit and Boiler Safety Check. The Boiler Care Agreement will continue in force from year to year from the date on which the Boiler Care Agreement comes into effect in accordance with clause 3.2, unless you terminate it by giving us notice in accordance with clause 3.6, or we terminate it by giving you notice in accordance with clauses 3.8 or 3.9 (whichever is earlier). Upon termination of the Boiler Care Agreement, Bord Gáis will have no further obligations to you in respect of the Boiler or otherwise under the terms of the Boiler Care Agreement.
- 3.2 **Commencement:** When you order Complete Boiler Care +1, Bord Gáis may run a credit check against you and perform a full eligibility check on the 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, the Boiler Care 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 Complete Boiler Care +1.

Where the credit check and/or the full eligibility check on the Boiler are satisfactory to Bord Gáis, the Service Engineer will carry out the Boiler Service and/or the Boiler Safety Check on the date agreed between you and Bord Gáis. Bord Gáis will not be obliged to commence or continue a Boiler Service and/or Boiler Safety Check unless it is satisfied with your credit check results and/or the full eligibility check on the Boiler, and that no Health and Safety issue exists which would mean it would be inappropriate, unsafe or otherwise unsuitable for the Boiler Service and/or the Boiler Safety Check to commence or continue. For the avoidance of doubt, this will include circumstances where Bord Gáis determines that the Boiler is inaccessible, due to the enclosure or compartment in which it is located, so as to impede the Service Engineer commencing or continuing with the Boiler Service and/or Boiler Safety Check. Please see clause 17 for further information.

In circumstances where we determine that we are not in a position to commence or continue the Boiler Service and/or the Boiler Safety Check due to a Health and Safety issue, we will charge you a cancellation fee equal to €30. Boiler Service Visits will be conducted during normal working hours (8am to 8pm Monday

to Friday and 8am to 6pm on Saturdays excluding bank holidays and public holidays in Ireland), unless otherwise agreed between the Parties. If the issue preventing the Boiler Service and/or Boiler Safety Check from proceeding or continuing is removed and the appointment is rescheduled by you within 10 working days of the most recent Boiler Service Visit, we will refund the cancellation fee of €30.

- 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 Complete Boiler Care +1 over the phone, you may cancel your Boiler Care Agreement within seven (7) working days of receiving these Terms and Conditions, without giving a reason and without charge by calling our customer contact team on at 1850 632 632 or by email to boilerservices@bordgais.ie, unless the Boiler Service and/or Boiler Safety Check has been carried out before the end of this period with your agreement. Otherwise, you can cancel the Boiler Service Visit without charge up to 24 hours before the Boiler Service Visit is due to be carried out by calling our customer contact team on 1850 632 632 or by email to boilerservices@bordgais.ie. The Boiler Care Visit may be rescheduled by you at the time of cancelling it, or at a later date during the term of the Boiler Care Agreement, to a new date and time agreed with us. If you cancel less than 24 hours before the time of the Boiler Service Visit, we will 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 Safety Check and Boiler Service at and on the agreed time and day.
- 3.5 **Annual notification:** You will be sent a letter of notification annually by Bord Gáis, prior to the Annual Service Date, to arrange a time for a Boiler Service Visit. Bord Gáis may increase the charges for Complete Boiler Care +1 from time to time provided that notice of the new charge rate is included in the letter of notification reminding you of your annual Boiler Service Visit.
- 3.6 **Termination:** If you no longer wish to have your Boiler serviced by Bord Gáis after the initial term of the Boiler Care Agreement, you may terminate the Boiler Care Agreement:
- by calling our Customer Contact Team on 1850 632 632; or
 - by electronic mail to boilerservices@bordgais.ie but in either case, prior to the earlier of:
 - the Annual Service Date; or

- 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.
- 3.7 If you fail to terminate the Boiler Care Agreement in accordance with clause 3.6:
- where you have chosen to pay for Complete Boiler Care +1 by having the cost charged to your Bord Gáis Energy Boiler Services bill we have the right to charge to your Bord Gáis Energy Boiler Services bill after the Annual Service Date the full amount payable for Complete Boiler Care +1 (as set out in the letter of notification reminding you of your annual Boiler Service Visit); or
 - where you have chosen to pay for Complete Boiler Care +1 by way of monthly direct debit instalments, we have the right to continue to be paid the relevant monthly instalment for Complete Boiler Care +1 (as set out in the letter of notification reminding you of your annual Boiler Service Visit) by way of direct debit from your bank account.
- 3.8 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:
- you default in making any payment due to us;
 - in the opinion of a Service Engineer, there is a Health and Safety issue (which will be reported to you where relevant) that means it is inappropriate, unsafe or otherwise unsuitable for the Boiler Care Agreement to continue or proceed; or
 - 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.
- 3.9 We shall otherwise be entitled to terminate the Boiler Care Agreement at any time without reason by giving you seven (7) days' notice.
- 3.10 Upon termination of the Boiler Care Agreement in accordance with clause 3.8 or 3.9, Bord Gáis will have no further obligations to you in respect of the Boiler or otherwise under the terms of the Boiler Care Agreement. Any unearned payment made to Bord Gáis under the Boiler Care Agreement prior to its termination under clause 3.9 will be refunded to the Customer on a pro-rata basis.

4. PRICE PAYABLE BY YOU

- 4.1 Subject to clauses 4.2 to 4.6 below, the annual amount payable by you for Complete Boiler Care +1 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 Boiler Service Visit. The cost of any parts that may be required will be charged to you separately and will not be included in the price of Complete Boiler Care +1. You can check the current rates applicable to Complete Boiler Care +1 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. The price of Complete Boiler Care +1 and all other prices quoted to you are inclusive of VAT at the applicable rate from time to time.
- 4.2 The annual amount payable for Complete Boiler Care +1 is subject to an additional administration charge (currently €9 per annum) in the event that you choose to pay for Complete Boiler Care +1 by way of monthly direct debit instalments.
- 4.3 In any one (1) Contract Year, 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 costs required will be fully chargeable to you, as set out in clause 4.6 below.
- 4.4 Complete Boiler Care +1 does not apply to any of the matters described in clause 8. If Bord Gáis reasonably determines that any defect or malfunction in respect

of the Boiler was the result of any of the matters referred to in clause 8, then you must separately pay Bord Gáis in full for all labour costs at the applicable rates, in respect of work undertaken to address such a defect or malfunction.

- 4.5 The Service Engineer will advise you of the nature and cost of any required labour outside the scope of Complete Boiler Care +1 (which includes labour referred to at clause 4.4) prior to commencing any work at all on your Boiler and will only proceed with your agreement. Such labour will be charged in 15 minute units. You can check the current applicable rates on the Bord Gáis website at www.bordgaisenergy.ie or by calling our customer contact team on 1850 632 632.
- 4.6 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 Subject to clauses 5.2 to 5.5 below, you may pay for Complete Boiler Care +1 (and any additional labour or parts provided by the Service Engineer with your agreement) by any of the following methods:
- having the cost of Complete Boiler Care +1 charged to your Bord Gáis Energy Boiler Services bill (subject to a satisfactory credit check);
 - paying the cost of Complete Boiler Care +1 by way of monthly direct debit instalments (subject to a satisfactory credit check) as notified by Bord Gáis to you; or
 - pre-payment by debit or credit card.
- 5.2 We will ask for your payment details and preferred payment method at the same time that you book your initial Boiler Service Visit. If you choose to pay by way of direct debit, you may provide your direct debit instructions by telephone or in writing (by completing the Direct Debit Mandate attached to your Bord Gáis Energy Boiler Services bill).
- 5.3 If you avail of the option to pay for Complete Boiler Care +1 by having the cost charged to your Bord Gáis Energy Boiler Services bill, you must pay for any work carried out and charged to this bill by the due date set out on the relevant Bord Gáis Energy Boiler Services bill.
- 5.4 If you avail of the option to pay for Complete Boiler Care +1 by direct debit instalments you may terminate the arrangement at any time by paying the full outstanding amount payable for Complete Boiler Care +1 at that time.
- 5.5 If you do not pay us any sum due under these Terms and Conditions when due we may charge you a late payment fee equal to 5% of the then due payment.

6. 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 Gáis 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 outside the scope of the Boiler Care Agreement (if applicable) is required before the Service Engineer will return to fit the replacement components and/or parts.

7. DANGEROUS WASTE MATERIAL

- 7.1 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 Service and/or Boiler Safety Check 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.

8. EXCLUSIONS TO COVER

- 8.1 Replacement of Central Heating Boiler: Complete Boiler Care +1 does not include repair or replacement of the Boiler or any part thereof in the event of spare parts or components not being reasonably available. If the 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 8.1 will be refunded to the Customer on a pro-rata basis.
- 8.2 Further Exclusions: The following are excluded from Complete Boiler Care +1 (which includes, for the avoidance of doubt, the Boiler Service, the Boiler Safety Check and the 60 day warranty period) and will incur additional charges, in accordance with clause 4:
- Any spare part or component.
 - Any of the following work:
 - the replacement of decorative parts, casing and body of the Boiler;
 - refilling central heating system with water and venting radiator or cylinder circuit;
 - the replacement of any spare part or component;
 - de-scaling and any work arising from hard water scale deposits or from damage caused by aggressive/corrosive water;
 - de-sludging of the system; or
 - any draining down of the system and the replacement of the pump isolating valves or their replacement due to noise.
 - Any work required to address the following faults or defects:
 - any defect or damage occurring from a failure of the public electricity or water supply;
 - failure of the pump due to water leaking from the isolating valves or the connecting pipe-work 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 wetside of the central heating system has been treated;
 - any defects or inadequacy attributable to the original design of the gas central heating system, e.g. pitching, sludging of water, limescale formation;
 - defects or malfunctions due to faulty materials or workmanship in manufacture;
 - 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; or
- (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; or
 - (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, pipework and conventional/balanced/or fan flues.
- (e) Any other exclusions that are brought to your attention by us prior to the commencement of the Boiler Care Agreement.

9. WARRANTIES

- 9.1 All work undertaken by the Service Engineer while servicing the Boiler carries a sixty (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 Service he carried out, the Service Engineer will advise you of the cost of the labour (if it exceeds your €300 annual cover) 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 (if it exceeds your €300 annual cover) and for the cost of any necessary parts or components. Time will be charged in 15 minute units. You can check the current applicable rate on the Bord Gáis website at www.bordgaisenergy.ie from time to time.
- 9.2 With regard to the supply of any replacement parts or components and of any other materials supplied as part of the Boiler Service, 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 Service, 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 Care 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, IS 813:2002, 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 Service, repair or replace free of charge any faulty replacement parts and/or components supplied by us under the Boiler Care 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 that any such defect is notified to Bord Gáis in writing within 21 days of the date on which 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 Care Agreement and to comply with the provision of, and perform all of your obligations and exercise all of your rights under the Boiler Care Agreement;
 - (b) all consents, licences, approvals and authorisations required in connection with the entry into, performance, validity and enforceability of the Boiler Care 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 Care 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;
 - (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.

10. CHANGE OF OWNERSHIP / ASSIGNMENT

- 10.1 If ownership of the Property changes, the new owner shall have the benefit of Complete Boiler Care +1 for the remainder of the Contract Year for which the annual payment has been made. You do not have the right to assign, transfer or subcontract the Boiler Care Agreement except to the new owner of the Property, and you may only assign the Boiler Care Agreement to the new owner of the Property 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 Complete Boiler Care +1 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.
- 10.2 For business reasons, we have the right to assign or transfer all of our rights and obligations under the Boiler Care Agreement to any other company or person.

11. CONDITION OF CENTRAL HEATING BOILER

- 11.1 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.
- 11.2 No responsibility or liability is accepted for the quality or condition of any equipment in the Property, at the time of the Boiler Service (including, without limitation, any equipment (such as the Boiler), pipework, cables, connections, controls, water supply pipes, electrical, flues or chimneys).

12. USE OF SUBCONTRACTORS

We reserve the right to use sub-contractors to carry out all or any part of the works to be provided pursuant to the Boiler Care Agreement.

13. GENERAL LIMITATIONS OF OUR OBLIGATION

- 13.1 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 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.
- 13.2 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.

- 13.3 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.
- 13.4 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 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.

14. DATA PROTECTION NOTICE

- 14.1 In order that Bord Gáis may perform its obligations under these Terms and Conditions and provide you with an effective service, it is necessary for Bord Gáis to collect and use data relating to you while you are being supplied with this service. This data is used mainly to manage our relationship with you and for the provision of Complete Boiler Care +1, including for example, visits to your home. In addition, data relating to you may be used for our business purposes, which include Health and Safety, administration, risk assessment, marketing and credit checking/debt collection purposes. Bord Gáis may keep your data for a reasonable period after we have ceased to provide you with a service(s) but will not keep it for any longer than is necessary and/or as required by law.
- 14.2 Bord Gáis may disclose your data to other members of the Bord Gáis group and agents who act on behalf of Bord Gáis in connection with the activities referred to in the Boiler Care Agreement, including to any agent or third party service provider who Bord Gáis may engage to assist us in the performance of the service. Such agents or third parties are only permitted to use your data as instructed by Bord Gáis. They are also required to keep your data safe and secure.
- 14.4 From time to time you may speak to employees of Bord Gáis (or agents acting on its behalf) by telephone. To ensure that Bord Gáis provides a quality service, your telephone conversations may be recorded. Bord Gáis will treat the recorded information as confidential and will only use it for staff training/quality control purposes, confirming details of your conversations with Bord Gáis or any other purposes mentioned in this clause 14.
- 14.5 You have the right to ask for a copy of your personal data (Bord Gáis is entitled to charge a nominal administration fee for this). If you wish to avail of this right, you should submit a written request to: Bord Gáis Energy - The Data Protection Officer, P.O. Box 10943, Dublin 1. 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.

15. MARKETING

- 15.1 Bord Gáis, members of the Bord Gáis group and/or agents acting on behalf of Bord Gáis may wish to contact you by text message, e-mail, post, telephone or in person with information about products or services which may be of interest to you in accordance with any preferences expressed by you. Please follow carefully the instructions below to ensure that your marketing preferences are respected.
- 15.2 Notwithstanding any marketing preferences you express, you have the right at any time to opt out from marketing in the manner described below.

- 15.3 How to exercise your right of opt-out
You can exercise your right of opt-out by either:
- writing to us at:
Bord Gáis Energy
Data Protection Opt-out
PO Box 10943
Freepost F4062
Dublin 1
OR
 - completing the Web Form on
www.bordgaisenergy.ie/dp

16. 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; or
- by letter to Customer Care, Bord Gáis Energy, PO Box 10943, Dublin 1.

17. NOTICE OF HAZARD

- 17.1 We may issue a Notice of Hazard as per IS:813 2002 edition 2 (including Amendment 1:2004 and Amendment 2:2005). 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.
- 17.2 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.
- 17.3 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.
- 17.4 Where, in the opinion of a Service Engineer there is a Health and Safety or non conformance to standard issue (which will be detailed in the Notice of Hazard where relevant) in respect of the Boiler that means it is inappropriate, unsafe or otherwise unsuitable for the Boiler Care Agreement to continue, we may terminate the Boiler Care 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 and Safety of you and/or third parties.
- 17.5 We are not liable or responsible for any 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.

18. QUALITY AUDITING

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

19. GENERAL

- 19.1 **Notices:** Any notice or account sent by ordinary post pursuant to the Boiler Care 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 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, Dublin 1 or such other address or electronic mail address as may be provided to the Customer by Bord Gáis from time to time.
- 19.2 **Amendments:** We reserve the right to change the Terms and Conditions of the Boiler Care Agreement at any time. We will publish details of any changes on the Bord Gáis website at www.bordgaisenergy.ie as soon as is reasonably possible prior to the changes being introduced.
- 19.3 **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 provided by the Boiler Care Agreement or by law or operate as or be deemed to be a waiver of any breach, right or remedy under the Boiler Care Agreement or provided by law.
- 19.4 **Severance:** If at any time any provision of the Boiler Care 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 Care 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 Care Agreement.
- 19.5 **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.
- 19.6 **Entire Agreement:** The Parties acknowledge that the Boiler Care 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.

20. GLOSSARY

In the Terms and Conditions:

"Annual Service Date" means the yearly anniversary of the date of the first Boiler Service Visit;

"Boiler" means a boiler on which the Boiler Service is to be carried out;

"Boiler Care Agreement" means the boiler care 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 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 Energy Limited, a company incorporated in Ireland with the registration number 463078 and registered office One Warrington Place, Dublin 2 and where the context so permits unless the contrary intention appears, its authorized agents and subcontractors;

"Complete Boiler Care +1" means the service described in clause 1;

"Contract Year" means the period of one year commencing on the date of your Boiler Care Agreement and each 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;

"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;

"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, IS 813:2002, edition 2 (including Amendment 1:2004 and Amendment 2:2005); and
- (g) industry best practice;

"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;

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

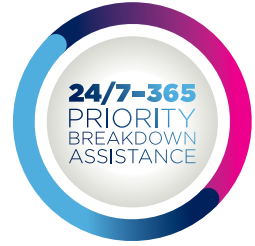
"Service Engineer" means a qualified and experienced engineer engaged by Bord Gáis to carry our boiler servicing and repair works;

"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.



If you need any help, assistance or advice, you can call on us.

Whatever your boiler needs, Bord Gáis Energy are always here to help. Before you call make sure to check the following:

- Is the gas turned on?
- Is the electricity turned on?
- Is your time clock at the 'on' position?
- If you have room thermostats are they set to the temperature you require?
- If your boiler has a pilot light, is it lit? If not, re-light it in accordance with your boiler manufacturer's guidebook or instructions on the boiler.

If your heat is still not working, please contact Bord Gáis Energy. We promise to be with you within 24 hours, 365 days a year.

Tel: **1850 632 632**

Web: bordgaisenergy.ie

Email: boilerservices@bordgaisenergy.ie

Bord Gáis Energy Home Services
PO Box 10943, Dublin 1

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

