



Power Flushing



**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.

TERMS AND CONDITIONS FOR THE PROVISION OF THE POWER FLUSHING SERVICE - POWER FLUSHING SERVICE AGREEMENT

BY ORDERING THE POWER FLUSHING SERVICE YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS.

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 Home Care 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 COMPLETE BOILER CARE SERVICE YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS.

1 POWER FLUSHING

- 1.1 The Power Flushing Service involves a Service Engineer flushing or cleansing your Central Heating System at high velocity but low pressure, using water, with cleansing and mobilising agents added, in order to remove any accumulated sludge, corrosion, deposits and scale in older Central Heating Systems and to remove excess rust, swarf and other debris from newly installed Central Heating Systems.
- 1.2 While the Power Flushing Service is, as far as Bord Gáis Energy is aware, currently the most successful method commercially available of removing sludge and iron oxide for the purposes of enhancing the thermal efficiency of a Central Heating System, the effectiveness of the Power Flushing Service will depend on the condition of your Central Heating System and no guarantee is given by Bord Gáis Energy that the Power Flushing Service will be effective in cleaning your particular Central Heating System.
- 1.3 Subject to clause 6, the Service Engineer will assess whether the Power Flushing Service can be carried out on your Central Heating System. The Power Flushing Service is not suitable for microbore central heating or gun barrel systems.
- 1.4 The Service Engineer may, prior to or during the Power Flushing Service identify parts or component failure or potential failure. The Service Engineer will provide you with a verbal update on the fault with the Boiler and/or Central Heating

System and the costs involved in repairing the Boiler and/or Central Heating System. This may include the costs of providing new parts or components for the Boiler and/or Central Heating System. The Service Engineer will also provide you with an estimate of the time it will take to repair the Boiler and/or Central Heating System. Please be aware that sometimes it may not be possible to carry out the repair during the initial diagnosis visit. Title to the replacement parts and/or components will only pass to you when you have paid Bord Gáis Energy for them.

2 SCOPE OF SERVICE

- 2.1 A Service Engineer will carry out the Power Flushing Service on your Central Heating System in accordance with the following safety standards: BS 7593:2006 and Annex E of IS813:2002 (including Amendment 1:2004 and Amendment 2:2005), where applicable. The steps involved in the procedure are outlined at clause 2.3 below.
- 2.2 For the avoidance of doubt, the Power Flush Service does not include a safety check of your Central Heating System and/or Boiler.
- 2.3 The Service Engineer will do the following as part of the Power Flushing Service:
 - Safely drain and dispose of the contents of the Central Heating System;
 - Connect a power flushing pump to the Central Heating System (the pump is connected either across standard circulator pump couplings, across the tails of one of the radiators, or wherever the Service Engineer considers is most suitable);
 - Activate the pump (the flow of water dislodges and mobilises any build-ups or deposits);
 - Pump fresh clean water through the Central Heating System once any deposits have been dislodged and mobilised; and
 - Direct the full output of the pump through each radiator to flush it out.

Neither Bord Gáis Energy nor the Service Engineer give any commitment that they will identify that any additional work or replacement parts for your Boiler and/or Central Heating System may be required or accept any liability for any damage or loss whatsoever which may result from any failure to identify any requirement for additional work or replacement parts or any other deficiency or fault in your Boiler and/or Central Heating System.

3 COMMENCEMENT AND CANCELLATION

- 3.1 The Power Flushing Agreement may also provide for a repair to the Boiler and/or Central Heating System and may include the provision of spare parts or components.
- 3.2 **Commencement:** When you order the Power Flushing Service, Bord Gáis Energy may run a credit check against you and perform a full eligibility check on your Boiler and/or Central Heating System. If we choose to carry out either

or both of these checks and they are satisfactory to Bord Gáis Energy, this Power Flushing Service 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 your Boiler and/or Central Heating System is suitable for the Power Flushing Service.

Where the credit check and/or full eligibility check on the Boiler and/or Central Heating System are satisfactory to Bord Gáis Energy, the Service Engineer will carry out the Power Flushing Service on the date agreed between you and Bord Gáis Energy. The Power Flushing Service will be carried out during normal working hours (8am to 6pm Monday to Friday, excluding bank holidays and public holidays in Ireland) unless otherwise agreed between the Parties. Bord Gáis Energy will not be obliged to carry out the Power Flushing Service: (a) unless it is satisfied with your credit check results; (b) unless and until payment for the Power Flushing Service Agreement has been made in accordance with the payment provisions of these Terms and Conditions and any appropriate direct debit form duly signed by you; and (c) unless it is satisfied that no Health and Safety issue exists which may mean it is inappropriate, unsafe or otherwise unsuitable for the Power Flushing Service to proceed or continue.

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 Power Flushing Service. 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 Power Flushing Service 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 Power Flushing Service 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/or Central Heating System; and (b) there is no gas in the system to allow the Power Flushing Service to be completed (applicable to pre-pay meters only). In circumstances where we are not in a position to proceed with the Power Flushing Service due to (a) or (b), we will inform you of this and charge you a cancellation fee equal to €30. If the issue preventing the Power Flushing Service from proceeding or continuing is removed and the appointment is rescheduled by you within 10 working days of the most recent visit by the Service Engineer, we will refund the cancellation fee of €30.

It is also your responsibility to take care in or around areas where work is taking place during

provision of the Power Flushing Service 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 Power Flushing Service over the phone, you may cancel the Power Flushing Service 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 at 01 611 01 01 or 1850 632 632 or by email to boilerservices@bordgais.ie, unless the Power Flushing Service has been carried out before the end of this period with your agreement. Otherwise, you can cancel the appointment for Power Flushing Service up to 24 hours before the Power Flushing Service is due to be carried out by calling our customer contact team on 01 611 01 01 or 1850 632 632 or by email to boilerservices@bordgais.ie. The appointment for Power Flushing Service may be rescheduled by you at the time of cancelling it, or at a later date, to a new date and time agreed with us. If you cancel less than 24 hours before the Power Flushing Service is due to be carried out, we will charge you a cancellation fee equal to €30. You will 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 Power Flushing Service at and on the agreed time and day.

If you cancel the Power Flushing Service we will refund any payment for the service which you have already made, less any cancellation fee which may be payable. By ordering the Power Flushing Service you expressly agree to payment of any cancellation fee due in accordance with these Terms and Conditions. To the extent that any payment which you have made for the Power Flushing Service is not sufficient to cover the cancellation fee due, the cancellation fee will be automatically charged to your debit/credit card.

4 PROVISION OF SPARE PARTS

4.1 The Service Engineer may, prior to or during the Power Flushing Service 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 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 Energy for them.

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

4.3 We will not be responsible for any delay in the provision, or unavailability, of spare parts by

suppliers or manufacturers.

4.4 Any parts or components which are removed from your Boiler and/or Central Heating System by the Service Engineer will be left with you and not removed from the Property. You should retain such 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 the Boiler and/or Central Heating System.

4.5 For the avoidance of doubt, we will not fit replacement parts or components not supplied by us.

4.6 If the Service Engineer needs to leave the Property to source replacement components and/or parts, the quote for these replacement components and/or parts, and any additional labour charges (if applicable) must be approved by you in writing before the Service Engineer will return to fit the replacement components and/or parts.

5 PRICE PAYABLE BY YOU

5.1 The price payable by you for the Power Flushing Service is as set out on the Order Form and on the Bord Gáis Energy website at the date of the service. You can check the current rates applicable to the Power Flushing Service on the Bord Gáis Energy website at www.bordgaisenergy.ie. All prices quoted are inclusive of VAT at the applicable rate from time to time.

5.2 If at your request, we return to your home to remove any air locks or leaks on the Central Heating System or to do any other work before or after the Power Flushing Service has been carried out (including repair work), we will charge you for any such additional labour in 15 minute units. You can check the current applicable rates on the Bord Gáis Energy website at www.bordgaisenergy.ie or by calling our customer contact team on the telephone number provided on the Order Form.

5.3 The cost of replacement parts or components (where required) will be in added to the price of the Power Flushing Service. All charges under the Power Flushing Service Agreement can be applied to the Customer's next Bord Gáis Energy Boiler Services bill (except as outlined in clause 6.1 and 6.5 below). The Customer is required to pay for the work carried out by the due date advised on the relevant Bord Gáis Energy Boiler Services bill.

6 PAYMENT TERMS

6.1 Subject to clause 6.5, you may pay for the Power Flushing Service and any applicable repairs/parts by one of the following methods:

- (a) by paying in full by way of one lump sum payment by credit/debit card at the time of booking the Power Flushing Service;
- (b) by paying an initial instalment as specified in the Order Form to these Terms and Conditions by credit/debit card at the time of booking

the Power Flushing Service and by paying the balance in instalments by direct debit in accordance with the Order Form attached to these Terms and Conditions. You will be required to sign an appropriate direct debit form before the Power Flushing Service is provided; or

- (c) by paying an initial instalment as specified on the Order Form to these Terms and Conditions by credit/debit card at the time of booking the Power Flushing Service and by paying the balance following receipt of your Bord Gáis Energy Boiler Services bill.

6.2 If you avail of the option to pay for the Power Flushing Service by instalments, you may terminate the arrangement at any time by paying the full outstanding amount payable as stated in the Order Form to these Terms and Conditions.

6.3 We will ask for your payment details (credit/debit card) at the same time that we book the Power Flushing Service with you, and the relevant amount (depending on whether you are paying in full or by way of instalments) will be charged to your card at that time.

6.4 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.

6.5 Customers must pre-pay by credit or debit card in the following circumstances:

- Where the total amount due under the repair is over €600 (including parts and labour);
- Where the part required is an Exceptional Item; or
- Where the Customer does not satisfy a Bord Gáis Energy credit check (which will be determined solely at our discretion).

7 RISK NOTICE AND WAIVER

7.1 You should be aware that the Power Flushing Service will involve use of chemicals and will be carried out at high velocity but low pressure in your Central Heating System, which may cause leaks in or other damage to the pipes, radiators, the Boiler and/or other components of your Central Heating System. Bord Gáis Energy will not inspect the internal condition of your Central Heating System in advance of carrying out the Power Flushing Service. Accordingly, even if the Service Engineer confirms that the Power Flushing Service can be carried out on your Central Heating System, Bord Gáis Energy disclaims and excludes, to the fullest extent permitted by law, all representations, warranties, indemnities, guarantees and other commitments made as to the suitability of the Power Flushing Service for your Central Heating System and you agree that no representation, warranty, indemnity, guarantee or other commitment is given that the Power Flushing Service will not result in any damage to the pipes, radiators, the Boiler or any other

component of your Central Heating System.

7.2 In no circumstances shall Bord Gáis Energy be responsible or liable in contract, negligence or any other tort under any law or otherwise howsoever arising, for any damage, loss, injury, liability, cost, penalty, fine or expense caused to property or persons resulting from the operation of the Power Flushing Service if such damage may reasonably be determined as being attributable in whole or in part to the pre-existing condition of the Central Heating System and you waive any and all claims against Bord Gáis Energy in respect of any such damage, loss, injury, liability, cost, penalty, ne or expense.

7.3 Nothing in this waiver purports to exclude any liability for fraud or any other liability, the exclusion of which would be contrary to Irish law.

8 WARRANTY

8.1 Bord Gáis Energy warrants that:

- the Service Engineer has the necessary skill, training, qualification and experience to carry out the Power Flushing Service the Service Engineer will supply the Power Flushing Service with due skill, care and diligence; and
- where materials are used for the purposes of carrying out the Power Flushing Service, they will be sound and reasonably fit for the purpose for which they are required.

8.2 The effectiveness of the Power Flushing Service will depend on the condition of your Central Heating System and accordingly Bord Gáis Energy makes no representation, warranty, guarantee, indemnity or other commitment that: the Power Flushing Service will be suitable for your Central Heating System; the Power Flushing Service will be effective in removing sludge or any other element from your particular Central Heating System; or the Power Flushing Service will not result in any damage to the pipes, radiators, the Boiler or any other component of your Central Heating System.

8.3 All work undertaken by the Service Engineer while repairing the Boiler and/or Central Heating System 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 and/or Central Heating System 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 and/or Central Heating System that is not related to the 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.

8.4 With regard to the supply of any replacement parts and/ or components and of any other materials supplied as part of the Power Flushing 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 Power Flushing Service, we shall comply with same.

8.5 In addition to the warranties set out in clauses 8.1, 8.2, 8.3 and 8.4 above but subject to clause 8.7 below, we will within a period of 12 months (unless otherwise specified by the manufacturer) from the date of completion of the Power Flushing Service (including repair if applicable), repair or replace free of charge any faulty replacement parts or components supplied by us under the Power Flushing Service 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 Gáis 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 8.5 are in addition to and not in substitution of your rights at law.

8.6 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 Order Form and to comply with the provision of, and perform all of your obligations and exercise all of your rights under the Order Form and these Terms and Conditions;
- (b) All consents, licences, approvals and authorisations required in connection with the entry into, performance, validity and enforceability of the Order Form have been obtained and are in full force and effect; and
- (c) You will perform your obligations and exercise your rights under the Order Form in accordance with all applicable laws and regulations.

8.6 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 Boiler and/ or Central Heating System, including but not limited to pitching, sludging of water,

- (iv) limescale formation;
- (v) defects or malfunctions due to faulty materials or workmanship in manufacture;
- (vi) any defect or malfunction which arises as a result of any other cause not due to the neglect or default of Bord Gáis Energy;
- (vii) normal wear and tear or any deterioration in the condition, effectiveness or operation of the central heating installation, radiators, pipework, flue and ue system or any part thereof as a result of its use or the passing of time;
- (viii) 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;
- (ix) any defect caused through malicious or wilful action, negligence, misuse or third party interference;
- (x) any defect or damage occasioned by fire, lightning, explosion, flood, storm, tempest, frost, impact or other extraneous cause;
- (xi) any modification, adjustment or repair to the Boiler and/or Central Heating System by a third party;
- (xii) 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;
- (xiii) any defect or damage or detrimental effect due to the incorrect fuel supply by a third party; and/or
- (xiv) 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 Power Flushing Service Agreement.

9 ASSIGNMENT

9.1 These Terms and Conditions are personal to you and therefore may not be assigned or transferred by you to any other person without our prior written consent. For business reasons, we have the right to assign or transfer all of our rights and obligations under these Terms and Conditions to any other company or person.

10 CONDITION OF CENTRAL HEATING BOILER

10.1 Running the Power Flushing Service through the Central Heating System does not imply that the Central Heating System is manufactured or installed satisfactorily or to the prevailing standards or regulations. The Power Flushing Service will not remedy any design or mechanical faults in the Central Heating System. We do not accept responsibility for any inadequacy

attributable to the original design or installation of the Central Heating System and make no warranty as to fitness for purpose or condition of the Central Heating System before or after provision of the Power Flushing Service.

11 USE OF SUBCONTRACTORS

11.1 We reserve the right to use sub-contractors to carry out all or any part of the works to be provided pursuant to these Terms and Conditions.

12 GENERAL LIMITATIONS OF OUR OBLIGATION

12.1 We shall not be liable if any work is carried out on your Central Heating System by any other party, other than by a sub-contractor, acting on our behalf. 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 Central Heating System by any party other than Bord Gáis Energy without our prior written consent.

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

12.3 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 these Terms and Conditions.

12.4 We have no obligation, duty or liability to you in contract, tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care, except that nothing herein purports to disallow liability for fraud, or liability in the event of the death or personal injury of the Customer attributed to Bord Gáis 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.

13 COMPLAINTS PROCEDURE

13.1 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 Contact Team at 01 611 01 01 or 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,

14 QUALITY AUDITING

14.1 Bord Gáis Energy may request to carry out random quality audits on the work carried out at your Property both during the Power Flushing Service and after completion of the Power Flushing 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.

15 NOTICE OF HAZARD

15.1 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.

15.2 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.

15.3 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 Power Flushing Service without you first taking the recommended remedial action, it is solely your responsibility to take the recommended remedial action following the Power Flushing 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.

15.4 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 Order Form to continue, we may terminate this Power Flushing Service 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.

15.5 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.

16 DANGEROUS WASTE MATERIALS

16.1 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 Power Flushing Service 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.

17 GENERAL

17.1 **Notices:** Any notice or account sent by ordinary post pursuant to these Terms and Conditions shall be deemed to have been received 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 by 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.

16.2 **Amendments:** We reserve the right to change the Terms and Conditions applicable to the Power Flushing Service 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.

16.3 **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 Order Form or by law or operate as or be deemed to be a waiver of any breach, right or remedy under the Order Form or provided by law.

16.4 Severance: if at any time any provision of the Order Form (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 Order Form (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.

16.5 Governing Law: These Terms and Conditions shall be governed by and construed in accordance with Irish law. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

16.6 Entire Agreement: The Parties acknowledge that these Terms and Conditions and the Order Form constitute the complete agreement between the Parties and supersede all and any prior understandings, agreements, representations or communications whether written or oral between the Parties relating to the subject matter hereof.

18 GLOSSARY

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

“Boiler” means a boiler on which the Power Flushing Service is to be carried out;

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

“Central Heating System” means the Boiler, associated pipes and controls and radiators;

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

“Customer” or “you” means the customer(s) who asks us to carry out the Power Flushing Service for them, and includes a person who we reasonably believe is acting with the customer’s authority or knowledge;

“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 there under from time to time;

- (b) the Building Control Acts 1990 and 2007 and any relevant Building Regulations made there under 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 (including Amendment 1:2004 and Amendment 2:2005); and
- (g) industry best practice;

“IS” means Irish Standard or, where appropriate, applicable European Standard for the Power Flush Service 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 or of an applicable European Standard shall be a reference to such provision as amended or replaced from time to time;

“New Divisions” has the meaning given to it in clause 19.6;

“Parties” means us and you;

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

“Power Flushing Service” means the service described in clause 1 which shall include a repair, where applicable throughout this Agreement;

“Power Flushing Service Agreement” means the contract between you and us for the provision of a Power Flushing Service which is subject to the Terms and Condition together with the information and terms included in the Order Form;

“RGII” means the Register of Gas Installers of Ireland;

“Order Form” means the Power Flushing order form between you and us which incorporates these Terms and Conditions are appended;

“Service Engineer” means a qualified and experienced (RGII accredited) engineer engaged by Bord Gáis Energy to carry out the Power Flushing Service;

“Terms and Conditions” means the terms and conditions in respect of the Power Flushing Service including the Order Form; and

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

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

Always come back to a warm house with Hive

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.

Trusted Bord Gáis Energy Service Engineer installation

A Bord Gáis Energy Service Engineer will install your Hive Active Heating and help set-up your online account*.



**Buy Hive Active Heating from
Bord Gáis Energy today from only €299**

Price includes Hive Active Heating Kit for 1 zone (thermostat, hub and receiver) and installation by a Bord Gáis Energy Service Engineer. Additional zones available at €119 each.

**Visit bordgaisenergy.ie/hive or call us on
01 611 01 16 for more information.**

*Installation subject to compatibility with your boiler. Broadband connection and compatible smartphone required.



BGE-HC-PF-0518



HomeCare
It helps if it's Bord Gáis Energy