

1. Scope of Cover

- 1.1 Airtricity Home Energy Services (AHES) domestic Boiler Cover Plus includes in each contract year:
 - 1.1.1 An annual boiler service which is an annual boiler service and safety check from one of our service engineers,
 - 1.1.2 Cost of all parts and labour (including VAT) associated with repairs required to maintain your system in working order up to a maximum spend of €1000collectively "the services"
- 1.2 Unless either party cancels your agreement, we will continue to provide you with cover in accordance with the terms and conditions of this agreement.
- 1.3 We reserve the right to amend the cost of your agreement and will provide you with prior notice of any such change. If, as a result of any such change, you wish to cancel your agreement, then the provisions of clauses 10.1, 10.3, and/or 10.4 will apply.
- 1.4 This agreement only covers domestic properties owned and occupied by the person taking out the agreement. This agreement does not cover properties occupied by tenants. If we become aware that the agreement has been entered into by you for a tenanted or commercial property, we will cancel your agreement.
- 1.5 It is your responsibility to cancel any similar service and/or maintenance agreement which you may have with an alternative provider.
- 1.6 All visual checks and tests applied by our service engineer as part of the services are in accordance with IS 813:2002 as laid down by the National Standards Authority of Ireland for domestic gas installations and, where supplied, the service engineer will follow manufacturer's instructions for servicing your boiler.
- 1.7 We will carry out an annual boiler service (subject to manufacturers' recommendations). We will normally only carry out one such annual boiler service in any 12 month period. We will usually try to carry this out around the same time each year, but this will depend on our workload and your appointment preference.
- 1.8 We do not apply system age limitations provided spare parts are still available.
- 1.9 We will only use Registered Gas (RGI) engineers to work on your system.
- 1.10 Some systems and/or boiler makes and models are not suitable for contract cover. If applicable, you will be advised of this either during or shortly after our first annual boiler service or any subsequent annual boiler service visit.
- 1.11 This agreement is applicable to boilers running on natural gas. This agreement does not cover LPG, oil, electrical or under-floor heating systems.
- 1.12 Only systems which comply with current regulations, the relevant manufacturer instructions and the relevant Irish Standards, will be covered.
- 1.13 Systems which have two or more different fuel type heat sources connected to the same central heating system are not covered under this agreement.
- 1.14 Systems containing a gas boiler and a gas range connected to the same central heating system are not covered under this agreement.

2. Appointments

- 2.1 The Annual boiler service will be carried out on an agreed date during our normal working hours, which are available on request.
- 2.2 Breakdown calls will be treated as a priority over service visits.
- 2.3 If we agree the breakdown is an emergency, we will use our reasonable endeavours to respond to on the same day, or as soon as is reasonably practicable, including at weekends and on public holidays.
- 2.4 If for any reason you will not be available for an agreed appointment time, you should contact us at the earliest opportunity to agree an alternative appointment.
- 2.5 It is your responsibility to allow us access to your property for appointments which have been agreed with you. We reserve the right to charge you for costs incurred where we attend your property for an agreed appointment, but are either unable to gain access to your property or you decline to give us access.

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- 2.6 Where we have attended your property for an agreed appointment, and we have been unable to gain access on two occasions for an Annual boiler service, then our obligations in respect of carrying out that visit will be deemed to have been fulfilled.
- 2.7 Where we have provided written notification to you requesting that you contact us to arrange an appointment for an annual boiler service, and you fail to contact us within 28 days of receiving the notification to make an appointment, then our obligations in respect of carrying out that visit will be deemed to have been fulfilled.
- 2.8 Where our offices are closed, a facility for you to leave us a message identifying your address and contact details will be available to facilitate our staff to follow up this report with you. We will endeavour, subject to workloads and labour availability, to give priority in response to any breakdown or failure of your boiler and to respond to a call within 1 working day.

3. Start Date and Payment

- 3.1 Cover will start on completion of the first Annual boiler service, subject to receipt of payment. Any repairs required prior to the cover start date will be chargeable.
- 3.2 The price for Boiler Cover Plus payable by you is as set out on the AHES website www.airtricity.com at the date you sign-up for Boiler Cover Plus with AHES. You will be advised of the price before you sign the customer agreement form. The price of the Boiler Cover Plus is inclusive of VAT at the applicable rate.
- 3.3 Payment must be made as a single payment in advance of your cover start date by cash, credit card or laser/debit card when you sign the customer agreement form.
- 3.4 In the period between the cover start date and us carrying out an annual boiler service, we reserve the right to charge you for any repairs due to a pre-existing fault or system deficiency.

4. Upgrade Work

- 4.1 At the first annual boiler service we may identify upgrade work required to bring your system up to our standards for contract cover. Any such upgrade work performed by us will be chargeable.
- 4.2 If you decline to undertake the upgrade work identified by our engineers in accordance with clause 4.1, we will either exclude the relevant system parts from your cover until the upgrade work has been completed to our satisfaction, or we will cancel the agreement.
- 4.3 Any repairs required as a consequence of these excluded system parts, will be chargeable.

5. Additional Charges

- 5.1 AHES will charge you a call out fee as per the call out fee set out on our rate card (which is available on our website at www.airtricity.com or from the service engineer) if you call out a service engineer on more than one occasion for any of the matters set out in clause 7 and 8 of these terms and conditions.
- 5.2 Once you have received all of the services within a contract year any further costs incurred in that contract year will be fully chargeable to you and the following will apply;
 - 5.2.1 Additional costs will be charged as per our rate card which is located on our website at www.airtricity.com or available from our service engineer. All additional charges will be agreed with you by our service engineer before and additional costs are incurred by you.
 - 5.2.2 The service engineer may, while carrying out the services, identify parts or component failure or potential failure in your boiler. The service engineer will advise you of the cost of replacement of any such parts and if necessary, but subject to your authorisation, will supply and fit adequate replacement parts or components. In the event that Ownership of any replacement parts will only pass to you once you make payment to AHES for them.
 - 5.2.3 Ownership of any replacement parts will only pass to you once you make payment to AHES for them.
 - 5.2.4 If the service engineer needs to leave the premises to source replacement parts, payment for any additional labour charges (if applicable) will be required before the service engineer leaves to source the replacement parts. The service engineer will advise you of any further costs for the replacement part and fitting and payment in full will be required on installation of the replacement parts.
 - 5.2.5 In certain circumstances depending on the cost or availability of a replacement part AHES may require payment in full in advance for the replacement part upon ordering.

6. Spare Parts

- 6.1 Replacement parts or components may not be the same as the parts being replaced and may not be from the original manufacturer.
- 6.2 We will not be responsible for any delay in the provision, or unavailability, of spare parts by suppliers or manufacturers.
- 6.3 Any parts or components which are removed from your boiler by the service engineer will, unless you specify otherwise, be taken away for proper disposal by the service engineer.
- 6.4 A warranty of one year will apply to any parts installed by AHES from date of installation.

7. General Exclusions and Limitations

- 7.1 If we replace any parts, we retain the option to do so using parts of a standard specification. If you request replacement parts which are to higher specification than our standard parts, a charge may be applied for the incremental cost of the suitable alternatives to your specification, and for labour costs if a revisit is required to fit these parts.
- 7.2 Any costs associated with changes required to ensure your system complies with current legislation and industry standards will not be covered by this agreement.
- 7.3 We do not cover the cost of repairs required due to system design faults, system deficiencies or manufacturer design faults.
- 7.4 We will not cover the cost of repairs that are required as a consequence of your own, or a third party's misuse, willful damage, negligence or poor workmanship.
- 7.5 This agreement does not cover the cost of repairs required as a consequence of damage by vermin.
- 7.6 We do not cover the cost of faults caused by changes, loss or fluctuation to utility supplies (electricity, gas or water), floods, storms, freezing, lightning, explosion, subsidence, or any other structural changes.
- 7.7 When undertaking repairs, we reserve the right to charge for work required to gain access to your system if it is built into the fabric of your building. This includes, but is not limited to, pipes buried in walls or floors.
- 7.8 The cost of redecoration, and replacement or repair of any floor coverings or fixtures and fittings are not covered by this agreement.
- 7.9 We reserve the right to charge for or decline to perform work required to remove asbestos.
- 7.10 We reserve the right to decline to perform work in areas which, in our sole opinion, are unsafe, including, but not limited to, unfloored loft areas.
- 7.11 Electric immersion heaters, regardless of their location, are not covered by this agreement.
- 7.12 If you fail to make payments due, we reserve the right to suspend your cover until you pay us the unpaid amounts

8. Boiler Cover Plus Exclusions and Limitations

- 8.1 This agreement covers one boiler per domestic property. Properties with more than one boiler will require additional cover.
- 8.2 This agreement excludes all commercial rated boilers or boilers used in commercial premises.
- 8.3 This agreement excludes boilers with a heat output capacity of greater than 32kW (net).
- 8.4 Where the central heating system contains a renewable heat source element, this agreement does not cover any element of the renewable heat source installation or any specialist controls associated with it.
- 8.5 This agreement does not cover individual gas space heaters.
- 8.6 Restricted availability of spare parts may mean it is not always possible to repair a particular fault. If we are unable to reasonably source spare parts, we will replace your boiler with one of a similar specification, providing your boiler is less than seven years old. For boilers that are more than seven years old, you will be eligible for a 10% discount off the cost of a replacement boiler, if you choose us to perform the work.
- 8.7 If spare parts are available but, in our opinion, the cost of carrying out a repair to your boiler is more than the cost of providing a replacement, we reserve the right to replace your boiler with one of a similar specification.

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- 8.8 This agreement does not cover the cost of repairs required as a consequence of sludge or limescale.
- 8.9 This agreement does not cover the cost of system flushes to remove sludge, limescale and other waste from your system. Any system flush work performed by us will be chargeable.
- 8.10 This agreement does not cover the cost of repairing faults or damage caused by problems external to the central heating system which resulted in the incorrect operation of the boiler condensate disposal.
- 8.11 We reserve the right to charge for work required to rectify blockages, or remove airlocks.
- 8.12 This agreement only covers the cost of repairing copper and approved plastic pipe-work. It does not cover the cost of replacing pipe-work.
- 8.13 This agreement does not cover the cost of repairing or replacing flues of any type.
- 8.14 This agreement does not cover replacing or repairing parts that do not affect the functionality of the system.
- 8.15 Cover for systems we deem to be non-standard may attract an additional charge. Non-standard systems will be identified by our engineers whilst attending your property, in which case, we will confirm any additional charges which may apply. Non-standard systems include, but are not restricted to, Powermax boilers, warm air systems, Gledhill thermal stores and unvented hot water cylinders.
- 8.16 Any baffle replacements (where necessary) on Powermax boilers (where applicable) will be fully chargeable.
- 8.17 Any of the following work:
- (a) adjustments to time and temperature controls;
 - (b) the replacement of decorative parts, casing and body of boiler;
 - (c) refilling central heating system with water and venting radiator or cylinder circuits; or
 - (d) any draining down of the system specifically for the replacement of the pump isolating valves due to any defect or isolation valves on a system boiler;
 - (e) any costs incurred due to boiler or system noise, or where no fault is found.
 - (f) Any costs where no fault is found, the visit will be to you as per rate card
 - (g) the replacement of the heat exchanger (on a non system boiler);
 - (h) the replacement of the heat exchanger (on a system boiler) due to a blockage, noise, or failure due to poor water quality;

9. WARRANTY

- 9.1 All work undertaken by the service engineer while repairing your boiler carries a thirty (30) day warranty from the date the work is carried out by the service engineer.
- 9.2 Subject to the other provisions of this clause, if you have any problems with your boiler within the period of the thirty day warranty referred to at 9.1 above there will be no call out charge applied if the service engineer has to call back. If, when the service engineer calls back, he/she identifies a problem with the boiler that is not related to the repair he/she carried out, the service engineer will advise you of the cost of the labour (in the event that the services have already been used by you) and any replacement parts necessary to rectify the matter. Subject to your approval, the service engineer will then try to 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. Time will be charged in 20 minute units as per our rate card on the AHES website at www.airtricity.com at that time.

10. Cancellation

- 10.1 Either party can cancel this agreement by providing written notice. Cover will cease immediately once this notification has been received and processed by us. For the avoidance of doubt, if you fail to notify us of your wish to cancel your agreement, you will continue to be liable for the daily cost of cover until we have received and processed your cancellation notice.
- 10.2 If we cancel your agreement either in accordance with clause 4.2 or where we have identified that your system is not suitable for contract cover (except in the circumstances set out in clause 1.4), payments made by you prior to this in the current contract year will be refunded, subject to payment of any charges or amounts due under clauses 10.5 and/or 10.6.
- 10.3 After your cover start date, if you wish to cancel your agreement, or we wish to cancel your agreement either in accordance with clause 1.4 or because there is a safety related issue which, in

- our reasonable opinion, is within your control, in any contract year after we have carried out an Annual boiler service or any repairs during that contract year, we reserve the right to charge you a cancellation charge. The cancellation charge will be up to a maximum of €170 (including VAT). The cancellation charge payable by you will depend on when you cancel during that contract year, and take into account work carried out by us during that contract year, and any payments (other than payments for chargeable work) which have already been made by you in that contract year.
- 10.4 After your cover start date, if you wish to cancel your agreement, or we wish to cancel your agreement in accordance with clause 1.4, in any contract year and we have not attended your property during that contract year, we reserve the right to charge you an administration fee of €20 (including VAT).
 - 10.5 If either party cancels the agreement, a charge may be made to cover amounts which are due but have not yet been paid at the point of cancellation.
 - 10.6 If either party cancels the agreement after we have agreed to spread the payment for upgrade work, you are liable to pay us the unpaid amount of the payment.
 - 10.7 If either party cancels the agreement and you have paid in advance for your annual cover, you will receive a refund for the period remaining on your agreement, subject to payment of any charges or any amounts payable under clauses 10.3 to 10.6 (inclusive).
 - 10.8 The equivalent daily cost of your cover will be taken into account when calculating any applicable cancellation charges, amounts payable or refunds.
 - 10.9 AHES shall be entitled to terminate your Boiler Cover Plus at any time without giving a reason.
 - 10.10 Cancellation of Appointments for the services
 - 10.10.1 You can cancel an appointment for the services (or any one/part of them) up to 48 hours before your appointment at no charge. If you cancel your appointment less than 48 hours before the appointment, we may charge you a cancellation fee of €30.
 - 10.10.2 You will be deemed to have cancelled your appointment with less than 48 hours notice if, without at least 48 hours prior notice to us, the service engineer cannot access your home to carry out the Boiler Service/Safety Check at and on the agreed time and day.
 - 10.11 Upon cancellation by you, AHES will have no further duties with respect to your boiler.
- 11. Use of Personal Information**
- 11.1 In order that AHES may perform its obligations under these terms and conditions and provide you with an effective service, it is necessary for AHES 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 carrying out of the work, including for example, visits to your home. In addition, data relating to you may be used for health and safety, administration, risk assessment, marketing and credit checking purposes. AHES may keep your data for a reasonable period after it has ceased to provide you with this service but will not keep it for any longer than is necessary and/or as required by law.
 - 11.2 Information you provide or we hold may be used by us, our employees and/or our agents, to help us:
 - (a) identify you when you call;
 - (b) detect and prevent crime, fraud and loss;
 - (c) administer accounts, services and products;
 - (d) and contact you in writing and/or by phone and/or by email with information about other services and products offered by us and/or our carefully selected partners where you have consented.
 - 11.3 We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they'll retain a copy of the search. Information from your application and payment details of your account may be recorded by these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household and for debt collection and fraud prevention purposes.
 - 11.4 AHES may disclose your data to other members of the Airtricity group and agents who act on behalf of AHES in connection with the activities referred to above, including to any agent or third party service provider who AHES 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 AHES. They are also required to keep your data safe and secure.

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- 11.5 From time to time you may speak to employees of AHES (or agents acting on its behalf) by telephone. To ensure that AHES provides a quality service, your telephone conversations may be recorded. AHES will treat the recorded information as confidential and will only use it for staff training/quality control purposes, confirming details of your conversations with AHES or any other purposes mentioned in these terms and conditions.
- 11.6 You have the right to ask for a copy of your personal data and AHES 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: Data Protection Officer, Airtricity Home Energy Services, 3-4 Crag Avenue Business Park, Clondalkin Industrial Estate, Dublin 22.
- 11.7 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.
- 11.8 AHES and/or agents acting on behalf of AHES may wish to contact you by text message, e-mail, post, telephone or in person in relation to a product or a service which you have requested or received from us.
- 11.9 From time to time we may contact you about additional products or services which may be of interest to you. Please follow the instructions below to ensure that your marketing preferences are respected.
- 11.10 If you do not wish to be contacted by post, telephone or in person with information about our products or services, please exercise your right of opt-out as described at 11.11 below.
- 11.11 You can exercise your right of opt-out by writing to us at: Airtricity Home Energy Services, Data Protection Opt-out, 3-4 Crag Avenue Business Park, Clondalkin Industrial Estate, Dublin 22 or be emailing us at unsubscribe@airtricityhes.com

12. COMPLAINTS PROCEDURE

- 12.1 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 1890 457 500;
 - by email to info@airtricityhes.com;
 - through our website at www.airtricity.com; or
 - by letter to Customer Care, Airtricity Home Energy Services, Unit 2-4 Crag Avenue Business Park, Clondalkin Ind Estate, Clondalkin, Dublin 22.

13. Legal

- 13.1 These terms and conditions apply to Boiler Cover Plus provided by KN Home & Energy Services Limited trading as Airtricity Home Energy Services a limited liability company with registered number 476708 and with registered address at Unit 3-4 Crag Avenue Business Park, Clondalkin Industrial Estate, Clondalkin, Dublin 22, trading as AHES.
- 13.2 We may assign or transfer all or any part of our rights and subcontract any of our obligations under this agreement without your consent provided that the transferee holds the applicable industry registration where necessary.
- 13.3 This agreement can only be transferred between persons with our prior written consent.
- 13.4 This agreement cannot be transferred between properties.
- 13.5 We reserve the right to vary the terms and conditions of this agreement. If we vary the terms and conditions to your material disadvantage, we will notify you of such variations. If, within 14 days, of receiving such notification, you notify us that you are cancelling your agreement, then such variations shall not be effective in respect of this agreement.
- 13.6 Any delay on our part in enforcing any term, condition, right or remedy in respect of this agreement will not be deemed to be a waiver of any such term, condition, right or remedy.
- 13.7 Except for death or personal injury caused by our negligent acts or omissions, we will only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this agreement, up to a maximum liability of €100,000 in any calendar year. Neither you nor we are liable to the other for any indirect, consequential, economic or financial loss or damage (including loss of profit, revenue, goodwill, business, contract or wasted expenses). We are not liable for loss or damage caused by circumstances which we do not control.

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- 13.8 Notices required under this agreement will be in writing and delivered by hand, sent by post, facsimile or e-mail (where provided). We will send notices to your billing address. We will assume you have received the notice 2 working days after we have sent it unless we receive evidence to the contrary. You must send postal notice(s) to: Airtricity Home Energy Services, 3-4 Crag Avenue Business Park, Clondalkin Industrial Estate, Clondalkin, Dublin 22
- 13.9 This agreement and any disputes arising from it shall be governed by the Laws of Ireland in the exclusive jurisdiction of the Courts of Ireland.
- 13.10 The headings in these terms and conditions are for your guidance only and do not affect the interpretation.
- 13.11 Authority: By entering into an agreement with AHES you shall be deemed to have obtained all such licences and consents as are required to allow AHES to lawfully undertake the Boiler Service or other works. If you have failed to obtain all necessary licences and consents required you will indemnify AHES for all loss or damage suffered and shall remain responsible for all work done and materials supplied on a quantum meruit basis.
- 13.12 Asbestos: Unless otherwise stated in correspondence with AHES the Boiler Service does not allow for working in the vicinity of asbestos. If during the provision by AHES of the services asbestos is encountered AHES reserves the right to withdraw its staff immediately until the premises is made safe. The presence of asbestos on the premises will be reported to you by AHES for your instructions regarding safe disposal. AHES will not be responsible for the cost involved in disposing of any asbestos found.
- 13.13 Severance: If any provision of the Boiler Service Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

Definitions

“AHES, “us” or “we””: Airtricity Home Energy Services.

“agreement””: the application you have either signed or agreed on the telephone or confirmed online, together with these terms and conditions and the cover letter received with these terms and conditions.

“annual boiler service””: as defined in clause 1.1.1

“boiler””: a gas fired domestic central heating system boiler and plumbing components including a circulating pump, expansion vessel, safety valve connected by internal piping which does not exceed 32kW (approximately 110000 BTU output)

“boiler and controls””: comprises (where applicable) the boiler and all components within the boiler casing, on/off programmer and timer, room thermostats and cylinder thermostat.

“boiler and controls cover””: comprises an annual service of your boiler and fault and breakdown cover for your boiler and controls, subject to the applicable exclusions and limitations set out in this agreement.

“central heating system””: comprises (where applicable) the boiler and all components within the boiler casing, water circulating pumps and interlocks, hot water flow and return lines (pipe work), radiators, temperature regulating valves (TRVs), hot water cylinder, expansion tank, on/off programmer and timer, room thermostats, cylinder thermostat, system bypass valve, zone valves and zone switches.

“contract year””: means, in the case of the first contract year, the 12 month period commencing on your cover start date and for all subsequent contract years, the 12 month period commencing on your cover anniversary.

“cover anniversary””: the date which is one calendar year after your cover start date, and subsequent anniversaries thereof.

“cover start date””: the date your central heating cover (if you have selected central heating cover), or boiler and controls cover (if you have selected boiler and controls cover) or electrical wiring cover (if you have selected electrical wiring cover), commences, which is 14 days after we accept your application, subject to receipt of payment.

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“customer” or “you”: the customer(s) who makes the agreement with us, and includes a person who we reasonably believe is acting with your authority or knowledge;

“customer agreement form” means the form provided to you by the service engineer and signed by you before the commencement of the Term.

“gas cover”: boiler and controls cover.

“individual gas space heater”: means any stand alone gas burning appliance which is used to heat a room space, including, but not limited to, gas fires, flued wall heaters and flueless heaters.

“IS 813:2002”: 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;

“our”: belonging to AHES.

“Parties”: us and you;

“pre-existing fault or system deficiency”: a fault or system deficiency which, in our reasonable opinion, existed prior to the cover start date.

“property”: the property where the central heating system, boiler and controls or fixed electrical wiring system is situated.

“service engineer”: a qualified and experienced engineer engaged by AHES to carry our boiler servicing and repair works;

“system”: the central heating system (if you have selected the central heating system cover), or the boiler and controls (if you have selected the boiler and controls cover), or the fixed electrical wiring system (if you have selected electrical wiring cover).

“terms and conditions”: these terms and conditions; and

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

“we” and “us”: SSE Home Services Limited and/or our permitted successor and assignees.

“you”: you, the customer with whom we have entered into this agreement.

“your”: belonging to you.