

BOILER COVER TERMS & CONDITIONS

1. BOILER COVER

- 1.1 Airtricity Home Energy Services (“**AHES**”) domestic Boiler Cover includes in each Contract Year:
- 1.1.1 an annual Boiler safety check and service from one of our Service Engineers;
 - 1.1.2 labour from one of our Service Engineers in the case of breakdown of your boiler up to a maximum value of €300 including VAT
- collectively the “**Services**”.
- 1.2 The Services will only be conducted during normal working hours (8am to 6pm Monday to Friday excluding bank holidays and public holidays in Ireland), unless otherwise agreed between you and AHES. The Service Engineer will carry out the Services or any one of them on the date agreed between you and AHES.
- 1.3 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.
- 1.4 Boiler Cover does not apply to any of the matters set out in clause 9 of these Terms and Conditions and does not include the cost of replacement parts for your boiler.
- 1.5 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.

2 PAYMENT TERMS

- 2.1 The price for Boiler Cover payable by you is as set out on the AHES website www.airtricity.com at the date you sign-up for Boiler Cover with AHES. You will be advised of the price before you sign the Customer Agreement Form. The price of the Boiler Cover is inclusive of VAT at the applicable rate but does not include the cost of replacement parts for your boiler.
- 2.2 Payment for the Boiler Cover must be made either by cash, credit card or laser/debit card when you sign the Customer Agreement Form.

3 ADDITIONAL CHARGES

- 3.1 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. 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.
- 3.2 Boiler Cover does not include the cost of replacement parts for your boiler.

- 3.3 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 9.1 of these Terms and Conditions.

4 TERM

- 4.1 Your Boiler Cover will commence on the date you sign the Customer Agreement Form with a Service Engineer and continue for a Contract Year.
- 4.2 If, during a Boiler service and safety check or Boiler repair carried out by AHES or within one calendar month of a Boiler service and safety check or Boiler repair carried out by AHES, you wish to purchase Boiler Cover, you may do so and your cover will commence from the date that you had the Boiler service and safety check or Boiler repair carried out. The cost of the Boiler service and safety check will then be deducted from the price of Boiler Cover

5 CANCELLATION

5.1 Cancellation of Boiler Cover

5.1.1 You can cancel your Boiler Cover within seven working days of sign-up for Boiler Cover, without giving a reason. You will receive a full refund of the price paid for Boiler Cover if you cancel within this period and no part of the Services has been carried out at that date.

5.1.2 After the seven working days referred to in clause 5.1.1 above, if you no longer wish to have Boiler Cover, you must terminate the Boiler Cover by:

5.1.2.1 calling our customer contact team on 1890 457 500 or

5.1.2.2 by emailing us at info@airtricityhes.com

5.1.3 In the event of cancellation by you in accordance with clause 5.1.2 no refund by AHES will be made in respect of any part of the price paid by you for Boiler Cover.

5.1.4 Upon termination by you, AHES will have no further duties with respect to your boiler.

5.2 Cancellation of Appointments for the Services

5.2.1 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.

5.2.2 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.

6 TERMINATION

- 6.1 We shall be entitled to terminate your Boiler Cover, or to offer you a reduced level of cover on your boiler, at any time by giving you notice in writing if:

- 6.1.1 you default in making any payment due to us;
 - 6.1.2 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 the fault of AHES; or
 - 6.1.3 your boiler cannot be repaired because of a lack of available replacement parts or components.
- 6.2 AHES shall be entitled to terminate your Boiler Cover at any time without giving a reason.
- 6.3 Upon termination by AHES, AHES will have no further duties with respect to your boiler.
- 6.4 In the event of termination under this clause 6 (save and except for termination under clause 6.1.1) a portion of the cost of your Boiler Cover may be refunded to you on a pro rata basis. For the purposes of any pro rata refund under this clause, the Boiler Service and the Boiler Safety Check (as described in clause 1.1.1 above) shall be deemed to be two thirds of the cost of Boiler Cover paid by you and any other services carried out will be charged as per our rate card applicable at that time which is available on our website www.airtricity.com.

7 PROVISION OF SPARE PARTS

- 7.1 The Service Engineer may, while carrying out the Services (or any one of them), 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. Ownership of any replacement parts will only pass to you once you make payment to AHES for them.
- 7.2 Replacement parts or components may not be the same as the parts being replaced and may not be from the original manufacturer.
- 7.3 We will not be responsible for any delay in the provision, or unavailability, of spare parts by suppliers or manufacturers.
- 7.4 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.
- 7.5 A warranty of one year will apply to any parts installed by AHES from date of installation.
- 7.6 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.
- 7.7 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.

8 WARRANTY

- 8.1 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.

8.2 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 8.1 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.

9 EXCLUSIONS

9.1 The following items are excluded from Boiler Cover and will incur additional charges (as per our rate card) as set out in these Terms and Conditions:

- repair or replacement of a Boiler where spare parts or components are not reasonably available to AHES;
- spare parts for your boiler;
- adjustments to your boiler time and temperature controls;
- replacement of decorative parts, casing and body of your boiler;
- refilling and venting of your central heating system or cylinder circuit;
- de-sludging/de-scaling of your boiler and central heating system and any work arising from aggressive/corrosive water;
- any draining down of your central heating system specifically for the replacement of the pump isolation valves due to any defect;
- replacement of system boiler isolation valves due to any defect;
- or any costs incurred due to boiler or system noise, or where no fault is found.
- the replacement of the Heat Exchanger (on System Boilers) due to a leak, blockage, noise, or failure due to poor water quality;

9.2 In addition, the following items are excluded from Boiler Cover:

- 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 wet-side 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 the fault of AHES;
- any consequential or indirect loss suffered because of water leaks and/or a breakdown of your 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;
- any defect caused through malicious or wilful action, negligence, misuse or third party interference; any defect or damage occasioned by fire, lightning, explosion, flood, storm, tempest, frost, impact or other extraneous cause;
- any modification, adjustment or repair to the boiler or system by a third party;
- any defects or inadequacy attributable to the original design and installation of the condense pipe-work from a condensing boiler e.g. inadequate pipe size, copper pipe-work, un-insulated pipe-work;

- or any defects where the premises in which the Boiler is located has remained unoccupied for 30 days or more

9.3 Any work on the following:

- the fabric of the building or pipe-work buried in it;
- any pumps in inaccessible locations;
- any domestic water services including the cold water supply tank, its feed, outlets, overflow and the hot water cylinder.
- the following replacement parts: electrical immersion element, light bulbs, electrical rewiring, external programmers/time clocks, radiators, room thermostats, radiator valves, external motorised valves, expansion tanks or cylinders, heat exchanger on non-system boiler, external expansion vessels, pipework and conventional/balanced/ or fan flues;
- or other exclusions as identified in your Boiler Cover Agreement.

10 CHANGE OF OWNERSHIP/ASSIGNMENT

- 10.1 If ownership of the premises in which your boiler covered by Boiler Cover changes, the new owner shall have the benefit of Boiler Cover for the remainder of that Contract Year.
- 10.2 You do not have the right to assign or subcontract the Boiler Cover except to the new owner of the premises in which your boiler is located, and you may only assign the Boiler Cover to the new owner of the premises for the remainder of the current Contract Year.
- 10.3 After the expiry of the current Contract Year, the new owner will need to enter into a new Boiler Cover Agreement with AHES if they want to continue to receive Boiler Cover or any of our other Boiler Cover products. No refund will be made for any unexpired part of a Contract Year for which the Annual payment has been made.
- 10.4 For business reasons, we have the right to assign the Boiler Cover Agreement to any company or person.

11 CONDITION OF CENTRAL HEATING BOILER

- 11.1 Servicing of a 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.

12 USE OF SUBCONTRACTORS

- 12.1 We reserve the right to use sub-contractors to carry out all or any part of the works to be carried out pursuant to Boiler Cover.

13 GENERAL LIMITATIONS OF OUR OBLIGATION

- 13.1 AHES shall not be liable if we are unable to carry out our obligations due to industrial disputes or any other cause outside the control of AHES, 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.

- 13.2 AHES has no obligation, duty or liability to the customer 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 AHES 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 REFUSAL

- 14.1 AHES shall be entitled to refuse to provide Boiler Cover at any time without assigning a reason.
- 14.2 AHES may refuse to provide Boiler Cover , if, in the opinion of our Service Engineer, your boiler:
- (a) can no longer be maintained in good working order by the provision of replacement spare parts;
 - (b) is damaged beyond economic repair otherwise than through the fault of AHES;
 - (c) is unsafe;
 - (d) if the appliance requires specialist training/equipment/technical advice that is not available to AHES or its representatives;
 - (e) if the boiler is over 10years old
 - (f) is not installed as per manufacturer's instructions and/or industry best practice
 - (g) is not a Boiler (as defined in these Terms and Conditions);
- 14.3 AHES reserve the right to refuse to provide Boiler Cover if, in our opinion, your boiler may be subject to aggressive/corrosive water, gas or electrical supply issues or there is an issue with any part of the installation.

15 USE OF PERSONAL INFORMATION

- 15.1 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.
- 15.2 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.
- 15.3 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.

- 15.4 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.
- 15.5 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.
- 15.6 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
Clondalkin
Dublin 22.

- 15.7 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.
- 15.8 We will comply with our obligations under any applicable data protection legislation.

16 **MARKETING**

- 16.1 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.
- 16.2 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 carefully to ensure that your marketing preferences are respected.
- 16.3 If you do not wish to be contacted by e-mail or text message with information about additional AHES products and services which are designed to promote energy efficiency in the home, please exercise your right of opt-out as described at 16.5 below.
- 16.4 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 16.5 below.
- 16.5 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
Clondalkin
Dublin 22

Or by emailing us at unsubscribe@airtricityhes.com

- 16.6 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. From time to time we may contact you about additional products or services which may be of interest to you.
- 16.7 If you do not wish to be contacted by AHES with information about AHES products or services, please exercise your right of opt-out as described below.

17 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:

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

18 GENERAL

- 18.1 These terms and conditions apply to Boiler Cover 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.
- 18.2 **Notices:** Any notice or account sent by ordinary post relating to the Boiler Cover shall be deemed to have been received on the day that is the second postal day after the day of such posting. Any notice sent by the Customer by electronic mail shall be deemed to have been received upon confirmation of receipt from AHES by electronic mail or by post.
- Any notice required or permitted to be given by the Customer shall be in writing addressed to Airtricity Home Energy Services, Unit 3-4 Crag Avenue Business Park, Clondalkin Ind Estate, Clondalkin, Dublin 22 or such other address or electronic mail address as may be provided to the Customer by AHES from time to time.
- 18.3 **Authority:** By entering into a Boiler Cover 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.
- 18.4 **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.

- 18.5 **Amendments:** We reserve the right to change the Terms and Conditions of Boiler Cover agreement at any time. We will publish details of any changes on the AHES website at www.airtricity.com as soon as possible prior to the changes being introduced.
- 18.6 **No waiver:** No forbearance, indulgence or relaxation on the part of AHES shown or granted to the Customer shall in any way affect, diminish, restrict or prejudice the rights or powers of AHES or operate as or be deemed to be a waiver of any breach of the Boiler Cover agreement.
- 18.7 **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.
- 18.8 **Governing Law:** The Boiler Service agreement shall be governed by and construed in accordance with the law of the Republic of Ireland. The parties irrevocably submit to the exclusive jurisdiction of the courts of Republic of Ireland.
- 18.9 **AHES Re-Organisation:** Notwithstanding anything to the contrary in these Terms and Conditions, if AHES should reorganise the business and/or legal structure of AHES (whether by dividing its business between two or more corporate bodies or otherwise), the obligations of AHES may be divided between such bodies and you shall thereafter deal with such bodies as if the parts of these Terms and Conditions relevant to the business of such bodies formed a contract between you and such corporate bodies.
- 18.10 **Entire Agreement:** The Boiler Cover Agreements (being these Terms and Conditions and the Customer Agreement Form) constitutes the complete agreement between you and us in relation to the Boiler Service and supersedes all prior understandings, agreements, representations or communications whether written or oral between you and us relating to the subject matter hereof, but no term purports to exclude liability for fraud.

19 GLOSSARY

In these Terms and Conditions:

"AHES, "us" or "we" means Airtricity Home Energy Services;

"Boiler" means 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)

"Contract Year" means the period of one calendar year commencing on the date you sign your Customer Agreement Form ;

"Customer" or **"you"** means the customer(s) who makes the Boiler Cover 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.

"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;

"Our" means belonging to AHES

“**Parties**” means us and you;

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

“**Boiler Cover**” means the boiler care cover provided by AHES as set out in clause 1

“**Boiler Cover Agreement**” means these Terms and Conditions and the Customer Agreement Form;

“**Term**” means the period specified in clause 4

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

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