

BOILER SERVICE TERMS & CONDITIONS

1. BOILER SERVICE

- 1.1 Airtricity Home Energy Services (“**AHES**”) domestic Boiler Boiler Service includes in each Contract Year an annual Boiler safety check and service from one of our Service Engineers;
- 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 Service 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 Service does not apply to any of the matters set out in clause **Error! Reference source not found.** 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 Repair 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 Service payable by you is as set out on the AHES website www.airtricity.com at the date you sign-up for Boiler Service with AHES. You will be advised of the price before you sign the Customer Agreement Form. The price of the Boiler Service 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 Service must be made either by cash, credit card or laser/debit card when you sign the Customer Agreement Form.

3 ADDITIONAL CHARGES

- 3.1 If your Boiler requires work which will take longer than the 40 minutes included in the price of a Boiler Service, additional charges will apply 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 any additional costs are incurred by you.
- 3.2 After the 40 minute duration of the Boiler Service any additional time agreed to be spent fault finding will be charged in 20 minute units.
- 3.3 A Boiler Service will not include any works to your central heating system unless agreed with AHES or our Service Engineer. The price for any works to your central heating system will be agreed with you by our Service Engineer prior to commencement.

3.4 A Boiler Service is only for the service and safety check of a central heating boiler that does not exceed 32kW (110000 BTU approx) output. If your boiler is not a Boiler (as defined in

these Term and Conditions) additional charges may apply to the Boiler Service and these will be agreed with you prior to commencement.

3.5 Boiler Service does not include the cost of replacement parts for your boiler.

4 CANCELLATION

4.1 Cancellation of Boiler Service

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

4.1.2 After the seven working days referred to in clause 4.1.1 above, if you no longer wish to have Boiler Service, you must terminate the Boiler Service by:

4.1.2.1 calling our customer contact team on 1890 457 500 or

4.1.2.2 by emailing us at info@airtricityhes.com

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

4.2 Cancellation of Appointments for the Services

4.2.1 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.

4.2.2 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.

5 TERMINATION

5.1 We shall be entitled to terminate your Boiler Service, at any time by giving you notice in writing if you default in making any payment due to us;

5.2 AHES shall be entitled to terminate your Boiler Service at any time without giving a reason.

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

6 PROVISION OF SPARE PARTS

6.1 The Service Engineer may, while carrying out the Service, 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.

- 6.2 Replacement parts or components may not be the same as the parts being replaced and may not be from the original manufacturer.
- 6.3 We will not be responsible for any delay in the provision, or unavailability, of spare parts by suppliers or manufacturers.
- 6.4 Any parts or components which are removed from your boiler by the Service Engineer will, unless you specify otherwise, be taken away for proper disposal by the Service Engineer.
- 6.5 A warranty of one year will apply to any parts installed by AHES from date of installation.
- 6.6 If the Service Engineer needs to leave the premises to source replacement parts, payment for the Service and 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.
- 6.7 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.
- 6.8 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.
- 6.9 A warranty of one year will apply to any parts installed by AHES from date of installation.

7 WARRANTY

- 7.1 All work undertaken by the Service Engineer while servicing your boiler carries a thirty (30) day warranty from the date the work is carried out by the Service Engineer.
- 7.2 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 7.1 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 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.

8 CHANGE OF OWNERSHIP/ASSIGNMENT

- 8.1 If ownership of the premises in which your boiler covered by Boiler Service changes, the new owner shall have the benefit of Boiler Service for the remainder of that Contract Year.
- 8.2 You do not have the right to assign or subcontract the Boiler Service except to the new owner of the premises in which your boiler is located, and you may only assign the Boiler Service to the new owner of the premises for the remainder of the current Contract Year.

8.3 After the expiry of the current Contract Year, the new owner will need to enter into a new Boiler Service Agreement with AHES if they want to continue to receive Boiler Service or any of our other Boiler Service products. No refund will be made for any unexpired part of a Contract Year for which the Annual payment has been made.

8.4 For business reasons, we have the right to assign the Boiler Service Agreement to any company or person.

9 CONDITION OF CENTRAL HEATING BOILER

9.1 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.

10 USE OF SUBCONTRACTORS

10.1 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 Service.

11 GENERAL LIMITATIONS OF OUR OBLIGATION

11.1 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.

11.2 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.

12 REFUSAL

12.1 AHES shall be entitled to refuse to provide Boiler Service at any time without assigning a reason.

12.2 AHES may refuse to provide a Boiler Service, 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) is not installed as per manufacturer's instructions and/or industry best practice
- (f) is not a Boiler (as defined in these Terms and Conditions);

- 12.3 AHES reserve the right to refuse to provide Boiler Service 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.

13 USE OF PERSONAL INFORMATION

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.

- 13.7 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.
- 13.8 We will comply with our obligations under any applicable data protection legislation.

14 **MARKETING**

- 14.1 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.
- 14.2 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.
- 14.3 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 14.5 below.
- 14.4 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 14.5 below.
- 14.5 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

- 14.6 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.
- 14.7 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.

15 **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.

16 GENERAL

16.1 These terms and conditions apply to Boiler Service 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.

16.2 **Notices:** Any notice or account sent by ordinary post relating to the Boiler Service 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.

16.3 **Authority:** By entering into a Boiler Service 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.

16.4 **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.

16.5 **Amendments:** We reserve the right to change the Terms and Conditions of Boiler Service 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.

16.6 **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 Service agreement.

16.7 **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.

16.8 **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.

16.9 **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.

- 16.10 **Entire Agreement:** The Boiler Service 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.

17 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 Service 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 Service**” means the boiler care cover provided by AHES as set out in clause **Error!**

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

“**Term**” means the period specified in clause 1

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

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