

Bord Gáis Energy Terms and Conditions of the provision of OSS Scheme Products

These Terms

These are our standard terms and conditions for the provision of OSS Scheme Products and the installation of any Deliverables. They tell you important information, like how you should make payment, how we will supply the OSS Scheme Products and what to do if there is a problem. Please read them carefully.

1. Definitions

"Agreement" means the contract between you and us to which these terms and conditions apply, comprising of the Order Confirmation and these terms and conditions;

"Bord Gáis Energy" or "we" or "us" or "BGE" means Bord Gáis Energy Limited, a limited company incorporated in Ireland with company number 463078 and having its registered address at 1, Warrington Place, Dublin 2 and, for the avoidance of doubt, includes all employees, servants, agents, contractors and sub-contractors of Bord Gáis Energy (and all employees of any such agents, contractors and sub-contractors);

"Charges" means the charges payable by you in relation to the OSS Scheme Products as set out in the Order Confirmation;

"Client" or "you" means you as a purchaser of OSS Scheme Products;

"Consent" shall have meaning given to it in clause 9.7 of these terms and conditions.

"Deliverables" means any products, services or installations paid for by you and provided by BGE;

"Deposit" means the sum specified as the deposit in the Quotation;

"Deposit Confirmation" means the communication from us to you to confirm that we have received your Deposit;

"Home Energy Assessment" or "HEA" means a detailed report on the energy performance of your Property in a form prescribed by SEAI;

"Installation" means the installation of any OSS Scheme Products by us under this Agreement;

"Good Industry Practice" means at any time, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced operator similar to the OSS seeking in good faith to comply with contractual obligations similar to those set out in this Agreement and complying with Applicable Laws;

"Green Loan" means a green unsecured loan facility entered into between you and a lender in respect of the cost (in whole or in part) of purchasing and installing the OSS Scheme Products for your Property;

"Order Confirmation" means the form set out overleaf which contains details of the Charges, the Specification and details of the OSS Scheme Products BGE will provide to you, the Schedule for the provision of the services and any Special Conditions;

"OSS Scheme Products" means the products to be provided by us to you as set out in the Order Confirmation;

"Property" means the buildings and land, which is owned by you, at which the OSS Scheme Products are to be provided;

"Quotation" means the quotation and / or proposal provided to you in relation to the provision of the OSS Scheme Products;

"SEAI" means the Sustainable Energy Authority of Ireland;

"SEAI Requirements" means the requirements set out by the SEAI under all relevant guidelines issued by the SEAI including the processes and requirements set out in the relevant scheme guidelines, and all relevant industry technical standards and specifications;

"Special Conditions" means any special conditions attaching to the provision of the OSS Scheme Products as set out in the Order Confirmation; and

“Specification” means the specification of the OSS Scheme Products as set out in the Order Confirmation.

2. Our contact details

You can contact our OSS Scheme Products team using one of the options below.

- For general enquiries [\[01 912 0915\]](tel:019120915)
- For technical support email [\[losssupport@bordgais.ie\]](mailto:losssupport@bordgais.ie)

3. Property ownership and consents

- 3.1. We will enter into this Agreement on the strict understanding that you are the legal owner of the Property and / or that you have the consent of any persons who have rights over the Property that may be affected by the Installation, including any co-owners. We reserve the right to verify ownership of the Property or any part of it prior to any Installation and you agree that, if requested by us to do so, you will co-operate with these enquiries including, but not limited to, providing all such information and/or documentation, we request.
- 3.2. Where we are unable to verify ownership of the Property or any part of it to our satisfaction, or you are unable to provide the appropriate consents, we reserve the right to terminate this Agreement with immediate effect in accordance with clause 10.2.i.
- 3.3. You are responsible for obtaining any planning permissions (including, but not limited to, any planning permission required for external wall insulation), consents and/or approvals required for the OSS Scheme Products and ensuring that there are no restrictions in relation to your Property that may affect the provision of the OSS Scheme Products including but not limited to your Property being listed, in a conservation area or in an area of outstanding natural beauty.
- 3.4. In the event that we carry out any work at your Property before any necessary permissions approvals and/or consents have been obtained, then we shall do so entirely at your risk and you will be responsible for, and

we will be able to claim from you, any costs and/or losses reasonably incurred by us.

4. Home Energy Assessment

- 4.1. Following an enquiry by you and subject to your Property being eligible for the OSS Scheme Products, BGE will send you an email offer for HEA services including, confirmation of the HEA fee, a payment link for discharging the HEA fee, and a copy of this Agreement. The HEA fee will take into account any funds payable by the SEAI in the form of a HEA grant. This means that any amounts payable by you to us for the HEA will equate to the cost of the HEA less any grant funding provided by the SEAI. The HEA grant payable by the SEAI can only be claimed once in respect of your Property.
- 4.2. Once your HEA fee has been received, we will issue you with a HEA order confirmation; apply to the SEAI on your behalf for the HEA grant; assign a Building Energy Rating (BER) Assessor to visit your property; to carry out a BER Assessment; and assign a technical surveyor to carry out a HEA for your Property. Following completion of the HEA, we will send the HEA report to the email address provided. The HEA report includes: a BER assessment; a full technical report on the energy efficiency of your home; details on the energy upgrades needed to get a property to a B2 rating or better plus a minimum energy performance improvement of 100kWh/m²/yr; a heat pump technical assessment detailing the energy upgrades required to make your home suitable for a heat pump; a report explaining how the recommended energy upgrades will improve the comfort of your home and help to reduce your energy bills; and an estimate of the costs of the recommended energy upgrades detailing all/any applicable SEAI grants.
- 4.3. If you decide to go ahead with works associated with the OSS Scheme Products as detailed in the HEA report, you are entitled to provide the HEA report to any of the SEAI-registered OSSs for the purposes of obtaining a quotation for the OSS Scheme Products and you are under no obligation to deal exclusively with BGE in connection with those works for the purposes of securing grant funding from the SEAI. Where BGE has completed a HEA and provides you with a

HEA report in respect of your Property, BGE will be under no obligation to provide you with OSS Scheme Products or works associated with the OSS Scheme Products or the HEA.

5. Our contract with you - How you place your order

5.1. Following an enquiry by you, BGE will carry out a survey of your Property for the purposes of preparing a quotation and to determine its eligibility for OSS Scheme Products. BGE will assess works on a case-by-case basis having regard to location, suitability, and contractor availability. Where your Property is eligible for OSS Scheme Products, BGE will provide you with a Quotation including, confirmation of the Deposit amount and a copy of these terms and conditions. Any quotation given by us shall not constitute an offer from us and is valid only for a period of 30 days from the date of issue.

5.2. If your Property is not eligible for OSS Scheme Products under the OSS Scheme or BGE is not in a position to provide you with OSS Scheme Products under the OSS Scheme, we will inform you as soon as possible and will give you an option to proceed or to cancel the works. If you choose to continue with the works, you will be required to bear the costs of those works without the reduction in payment associated with the SEAI OSS Scheme grants. You may also be eligible for SEAI funding for these works (or for individual retrofit measures) under another SEAI scheme which BGE is registered for, including the SEAI Better Energy Home Scheme (“**BEH Scheme**”). In such cases, we can facilitate applications to the SEAI upon request. The eligible grant amounts under the applicable SEAI Scheme may vary on a case by case basis and any grant payment from SEAI to you will be conditional on fulfilment of all requirements under all relevant guidelines issued by SEAI, including the processes and requirements set out in the relevant scheme guidelines, and all relevant industry technical standards and specifications.

5.3. If your Property is eligible, in order to progress your order, you will need to pay the Deposit and return the signed Agreement, which constitutes as acceptance of our terms

of contract and quotation issued. Once your Deposit and signed Agreement have been received, we will issue you with a Deposit Confirmation. An agreement will come into existence between you and us for the provision of the OSS Scheme Products at your Property once we have sent the Deposit Confirmation.

5.4. You are responsible for ensuring that the information provided by you and which is relied on in the Quotation and Order Confirmation is correct and complete. Where it is not this may impact the Charges you pay.

5.5. Any additional Special Conditions relating to the provision of the services will be set out in the Order Confirmation.

6. Price and payment

6.1. You will pay the Charges in the following stages:

- i. The first stage payment equating to the Deposit amount payable on or before the date set out in the Order Confirmation;
- ii. the second stage payment equating to 50% of the Charges is payable on or before the date set out in the Order Confirmation; and
- iii. the final stage payment for any remaining balance, which is payable on completion of the Installation on or after we have carried out our final inspection and signed off on the Deliverables.

You acknowledge that your own funds will need to be applied in addition to the grant monies received from SEAI. The Charges will take into account any funds received from any SEAI Grant for the OSS Scheme Products. This means that any amounts payable by you to us for the OSS Scheme Products will equate to the cost of such OSS Scheme Products less any grant funding provided by the SEAI.

6.2. We confirm that at the time of the Quotation the planned OSS Scheme Products are economically and physically practicable, will not be so inefficient or incomplete in nature so as to render the expenditure of the grant

monies received from the SEAI, and referred to under clause 6.2 above, uneconomical and that the planned OSS Scheme Products will secure the optimal energy efficient improvements to the Property considering the level of charges paid.

- 6.3. You appoint BGE to act as your agent for the purposes of making grant applications to the SEAI and for the purposes of agreeing to be bound by contractual documents relating to such applications on your behalf. You agree to sign any and all documentation associated with such SEAI Grants, where necessary, and where you fail to do so, you agree that you will be liable for the costs associated with non-payment of SEAI Grants as a result of your failure to act.
- 6.4. All Charges are inclusive of VAT at the current rate at the time of invoicing.
- 6.5. All payments must be made via bank transfer to the Bord Gáis Energy account number provided in your Quotation and Order Confirmation, and for which you must include the customer number provided on the Quotation and Order Confirmation as a reference number.
- 6.6. Any Grant payment from the SEAI will be conditional upon fulfilment of the SEAI Requirements, including (without limitation) that the project is completed within the timeframe given in SEAI's 'letter of offer'.
- 6.7. By entering into this Agreement you confirm that the planned OSS Scheme Products had not been subsidised previously by you in the Property (in whole or in part) under any other SEAI or other grant programme. Where such confirmation proves to be inaccurate you acknowledge that the SEAI will have the right to withhold or claw back any grant payments made available to you in connection with the planned OSS Scheme Products and you will be liable for the full payment of the Order Confirmation without the application of any SEAI grant payments to the Charges.

7. Warranties and Representations

- 7.1. BGE hereby represents and warrants to you that the OSS Scheme Products;

- i. will correspond in all respects with the Specification and all relevant technical documentations and/or specifications including the relevant SEAI Grant scheme standards and guideline documents available on the SEAI website and any other prescribed specifications and standard guidance issued by the SEAI from time to time pertaining to the applicable SEAI scheme and;
- ii. will be of merchantable quality, fit to effectively improve the energy efficiency of the Property, be free from defects and will be compliant with all relevant statutory requirements and regulations related to such OSS Scheme Products.

- 7.2. BGE will only use newly fitted materials and products in the provision of the OSS Scheme Products and you acknowledge that the SEAI will have the right to withhold or claw back any grant payment in the event that this obligation is not complied with.

- 7.3. In addition to any warranties which may be provided by any third parties (including for products used in connection with the OSS Scheme Products), BGE (at our expense but at your discretion) will repair, replace or remedy any OSS Scheme Products which do not comply with the warranties and representations referred to at clause 7.1 above at any point during two (2) years following completion of the relevant OSS Scheme Products. In the case of defective products, this will be covered under the manufacturer's warranty period and will be governed by the terms and conditions set by each product manufacturer respectively. We will facilitate, on your behalf, any warranty claims and exchanges between you and the manufacturer.

- 7.4. BGE will ensure that the benefit of all warranties that are received from third parties in relation to the OSS Scheme Products (including, without limitation, any product manufacturer's warranties) and their installation (including relating to materials and hardware) are assigned and passed through to you.

- 7.5. BGE, its contractors and all other personnel involved in the OSS Scheme Products will comply with all applicable laws, including all applicable building regulations and health and safety laws. BGE will have the right to make any changes to the OSS Scheme Products, which are necessary to comply with any applicable laws and/or safety requirements, and will notify you in such cases.
- 7.6. BGE will ensure that the OSS Scheme Products will be provided and / or installed with all reasonable skill, care and in accordance with Good Industry Practice.
- 7.7. BGE and its contractors will only use appropriately qualified, skilled, and trained personnel in the provision of the OSS Scheme Products.
- 7.8. BGE and its contractors, will only use personnel who are registered with the SEAI as registered contractors, where this is required or will ensure that such personnel are supervised and signed off by BGE or its contractors where such contractor registrations are not in place.
- 7.9. BGE confirms that it is not a partner, representative or agent of the SEAI.

8. Access to the Property and dangerous and unsafe working conditions

- 8.1. During the provision of the OSS Scheme Products, at all reasonable times including at weekends and on bank holidays and in the remedying of any snagging events or work under guarantee you must:
 - i. provide unobstructed access to all working areas at the Property, to enable work to be carried out and completed, including for the temporary installation of scaffold, access for a boom lift (if required) and suitable space for installers' work vans and installation equipment;
 - ii. keep the Property clear of livestock or domestic animals during the periods for delivery and any works;
 - iii. make available without charge, access to an electricity supply at the Property;
 - iv. access to clean water, and basic toilet facilities; and

- v. comply with instructions provided by BGE or the subcontractor(s) regarding the OSS Scheme Products including, but not limited to, health and safety.

- 8.2. If any asbestos needs to be removed, you will need to arrange and pay for a contractor to remove it. As part of this process, you will also need to get a clearance certificate from an independent competent analyst which you'll need to show us before we can start work at the Property.
- 8.3. If any of the requirements of this clause 8 are not completed to our satisfaction, access is otherwise inadequate, or we consider that there is a health and safety risk, for example hazardous chemicals, pest infestations, verbal or physical abuse, or harassment, we won't start or continue doing any work at your Property and we reserve the right to delay the Installation until such time as we are satisfied these issues have been resolved and we reserve the right terminate this Agreement in accordance with clause 10.2.iv below.

9. Supplying the OSS Scheme Products

- 9.1. As the Safety, Health and Welfare at Work (Construction) Regulations 2013 apply to the Installation, it is your duty to appoint project supervisors for the design phase ("PSDP") and the construction stage ("PSCS"). We are qualified and competent to carry out the roles of PSDP and PSCS and the Price includes the provision of these services. Your acceptance of the Quotation will be deemed to appoint BGE as PSDP and PSCS unless otherwise agreed.
- 9.2. We will use reasonable efforts to install the OSS Scheme Products as per the schedule set out in the Order Confirmation, but if you need to rearrange the date of the Installation of the OSS Scheme Products, you must call us as soon as you are able, and we will try to arrange an alternative date with you. The planned duration of the Installation will be stipulated in the agreed scope of works incorporated in your quotation and remains subject to change and any such changes will be made known to you as soon as possible. We have no liability for any delay in provision of the OSS Scheme Products due to factors beyond our control, including, but not limited to, delays occurring due to applications /

granting of permissions / consents and / or adverse weather conditions.

- 9.3. Where we determine that additional works need to be undertaken at your property in order to undertake and/or complete the installation and such works fall outside the scope of works incorporated in your quotation, you will be fully liable for any costs, charges or expenses associated with the additional works. By way of illustration, specialist works may include:-
 - i. relocation of electrical services by ESB Networks;
 - ii. any alternations required to be carried out by Gas Networks Ireland ;
 - iii. any temporary removal and reinstallation of home security alarm systems;
 - iv. any temporary removal and reinstallation of satellite dishes;
 - v. any temporary removal and reinstallation of telephone, broadband and fibre optic cables; or
 - vi. provision of clean water, 220V power and basic toilet facilities for duration of works.
- 9.4. We will endeavour to assist with the coordination and management of the additional works, to the extent required, but we will not be liable to you or to any third party for any loss, damage, costs and expenses which you may incur as a consequence of any additional works carried out in connection with the OSS Scheme Products by any party other than by us or our agents.
- 9.5. On completion of the supply Installation, BGE will provide you with a signed and legible declaration of works. ("**Declaration of Works**") for you to sign.
- 9.6. BGE and you will ensure that the Declaration of Works signed by both of us is returned to the SEAI.
- 9.7. You will complete the SEAI contact preference form which is provided to you with these Terms and Conditions.
- 9.8. You agree that you will facilitate any reasonable requests made by the SEAI or its agents requiring that BGE, or any of its subcontractors, return to the property in order to make good any OSS Scheme Products or Installations deemed not to meet the standards of the relevant SEAI Grant Scheme.
- 9.9. You consent to grant the SEAI access to the Property for the purposes of inspections and audits in accordance with the requirements of the relevant SEAI Grant Scheme guidelines and terms and conditions.
- 9.10. All documentation relevant to the applicable SEAI Grant Scheme are incorporated into this Agreement by reference including the relevant terms and conditions of the applicable SEAI Grant Scheme, the applicable SEAI Grant Scheme guidelines and any other terms which are included in the relevant grant application form and you acknowledge that you must comply with the requirements set out in all such documentation.
- 9.11. You acknowledge that prior to entering into this Agreement you were informed by BGE that you did not need to deal exclusively with BGE in order to secure funding from the SEAI and that other One Stop Shop providers are available for such purposes.
- 9.12. BGE may only provide the OSS Scheme Products and act as a One Stop Shop service provider as long as it is registered with the SEAI. This registration is subject to potential suspension or termination in accordance with the terms of BGE's appointment agreement with the SEAI and if BGE is suspended or terminated you understand that you may need to appoint a new One Stop Shop service provider to complete any incomplete and avail of the relevant grants.

10. Termination of this Agreement

- 10.1. If you cancel this Agreement after work commences on the OSS Scheme Products, we'll charge you for work we've already carried out, and/or any goods we've supplied which have already been installed.
- 10.2. We may terminate this Agreement in the following circumstances:
- i. where you fail to verify your ownership of the Property to our satisfaction in accordance with clauses 3.1 and 3.2 above, in which case your Deposit will be returned subject to deductions for any services or works already completed;
 - ii. where you fail to make any payment or advance payment under this Agreement in which case your Deposit will be returned subject to deductions for any services or works already completed;
 - iii. Where you are funding the OSS Scheme Products by way of a Green Loan, the lender withdraws your loan offer at any time prior to the Installation or you fail to drawdown the Green Loan within the prescribed period set down in the loan agreement, in which case your Deposit will be returned subject to deductions for any services or works already completed;
 - iv. in accordance with clause 8.3, where we consider that the working environment at the Property represents a health and safety risk, you shall not be entitled to a refund of your Deposit or any other amounts paid to us;
 - v. by convenience, in which case you shall be entitled to a full refund of your Deposit and any other amounts paid to us. gr

14. Our responsibility for loss or damage suffered by you

11. Credit Check and Proof of Funds

We reserve the right to make credit and other similar enquiries in respect of our customers before we supply the OSS Scheme Products. Furthermore, we reserve the right at any time to request from you proof of funding, namely evidence to our satisfaction that you have entered into a Green Loan or if financing the OSS Scheme Products through your own personal means, evidence to our satisfaction that you hold sufficient funds to discharge the Charges. If these enquiries reasonably lead us to believe that there is a significant risk of payment not being made, we reserve the right at our sole discretion to ask you to make payment of the full estimated amount provided in the Quotation in full before supplying any OSS Scheme Products as well as the full price of any further works identified during the Installation before these are carried out. If you fail to make any advance payments which we determine are required we may terminate this Agreement.

12. Privacy

We are a data controller of your personal data relating to the sale and installation of the Solar PV System at your Property - you can find our Privacy Notice on how Bord Gáis Energy uses your personal data at: <https://www.bordgaisenergy.ie/resources/data-protection/>

13. Quality Audit

We may request to carry out random quality audits on the work carried out both during and after completion of the OSS Scheme Products. We will notify you either by telephone or by email of any such request.

- 14.1. We will use reasonable care and skill when carry out the Installation in accordance with Good Industry Practice and we will use reasonable efforts not to damage your Property. In the event that any damage is caused to your Property as a result of our completing the Installation:

- i. you must use reasonable efforts to give written notice of the damage within 90 days of us completing the Installation (or if any damage is hidden from view,

- within 90 days of the time when you become aware of it); and
- ii. you must give us a reasonable opportunity to repair any damage caused to your Property.

14.2. We will use reasonable efforts to remove dust and other debris that is created by us during the Installation. We will try to advise you about the areas, which are likely to be affected, and you are responsible for ensuring that any possessions are suitably protected or moved from the areas where the dust or debris is likely to spread.

14.3. We will not under any circumstances, be responsible for;

- i. the cost of repairing any pre-existing faults or damage to your Property or electricity supply that we discover during the Installation;
- ii. faults caused by unrelated faults with the electrical wiring at your Property
- iii. any loss caused because you have provided inaccurate or misleading information; or
- iv. any loss suffered as a result of your failure to comply with any part of this Agreement or any instruction given by us or an individual in relation to the OSS Scheme Products.

15. Limitation of Liability

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

15.2. 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 this Agreement, including but not limited to any

lost profit, income, business contracts or goodwill.

15.3. We will not be liable to you if we are prevented or delayed from complying with our obligations under this Agreement by anything you or anyone acting on your behalf does or fails to do.

15.4. We will have no liability for any loss caused or contributed to by your continued use of the OSS Scheme Products after any defect and/or damage has become apparent or suspected or should reasonably have become apparent to you.

15.5. We will have no liability for defects in the Installation and/or the OSS Scheme Products to the extent so caused and/or contributed to by you.

15.6. We shall not be liable if any part of the Installation is carried out, modified or repaired by any other party, other than by us or our contractors. Any such action will give us the immediate right to terminate this Agreement. 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 OSS Scheme Products by any party other than by us or our agents.

16. Complaints/Queries

16.1. You may raise a complaint concerning the OSS Scheme Products or any issue arising under the Agreement by contacting our Customer Experience Team as set out in clause 18 below.

16.2. Any complaints made by you will be dealt with by us in accordance with our Code of Practice for dealing with customer complaints. You may obtain a copy of this code by contacting us using any of the channels outlined in clause 18 below. We take any complaint seriously and we'll do our best to resolve the issue right away. If we need more time to investigate, we will inform you and keep you updated.

17. Indemnity

17.1. BGE will indemnify you for all liabilities, damages, losses, expenses and costs

(including all legal costs) and reasonable professional costs and expenses incurred or paid by you which arises out of:

- i. BGE's breach of its obligations under this Agreement; or
- ii. the negligence of BGE.

18. Contact Details

18.1. Our Customer Experience team may be contacted:

- (i) In writing: Bord Gáis Energy PO Box 10943 Dublin 1
- (ii) By telephone: 01 912 0915
- (iii) Through our website: www.bordgais.ie/company/contact-us
- (iv) For customers who are deaf or hard of hearing we offer live webchat on our website. Just look for the icon. Alternatively you can contact us through our Have a question? form on our website. You can also find us on Twitter @bordgaisenergy and Facebook Monday - Friday 8am - 5pm

18.2. Certain information as provided in these terms and conditions may be accessed through our website at www.bordgaisenergy.ie

18.3. This contact information may be amended or varied from time to time. The most up-to-date information will be displayed on our website.

19. General Terms

19.1. To the extent they apply to you, nothing in this Agreement shall exclude or limit any of your statutory rights which may not be excluded or limited if you are acting wholly or mainly outside of your trade, business, craft or profession. Any provision which would be void under any consumer protection legislation or other legislation shall to that extent have no force or effect.

19.2. If any court or competent authority decides that any of the provisions of this Agreement are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will

continue to be valid to the fullest extent permitted by law.

19.3. You may not transfer or sub-contract any of your rights or obligations under this Agreement to a third party.

19.4. We may, at any time, assign and transfer or sub-contract all or any of our rights and obligations under this Agreement to another person or organization, but this will not affect your rights under this Agreement.

19.5. This Agreement, and any dispute arising out of it (including any non-contractual disputes or claims) shall be governed by the laws of Ireland.