

TERMS AND CONDITIONS OF HIVE EV CHARGER 3 YEAR WARRANTY

THESE ARE OUR STANDARD TERMS AND CONDITIONS FOR THE WARRANTY FOR ALL HIVE EV CHARGERS INSTALLED BY A LOCAL HERO. BORD GÁIS ENERGY, AT ITS OWN DISCRETION, WILL REPAIR OR REPLACE THE HIVE EV CHARGER (OR PARTS THEREOF) FREE OF CHARGE DURING THIS 3 YEAR PERIOD WHERE THE HIVE EV CHARGER SUFFERS A MECHANICAL OR AN ELECTRICAL BREAKDOWN SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

1. **Hive EV Charger Installation**

- 1.1. The Hive EV Charger must be installed by a Local Hero who you booked through the Local Heroes website at www.localheroes.ie on or after 01 June 2023. The Local Hero must be a fully qualified electrician who is duly registered with Safe Electric Ireland.
- 1.2. At the time of installation, the Local Hero will complete a Safe Electric Certificate Number 3 and Test Record Sheet. It is your responsibility to ensure you retain these documents and produce either of them for reference purposes. Where you do not retain the Safe Electric Certificate Number 3 and Test Record Sheet, your Hive EV Charger will not be covered under this Warranty. If we have called out to your Property under this Warranty and you do not have the Safe Electric Certificate Number 3 and Test Record Sheet, we will charge you a cancellation fee equal to € 30.
- 1.3. Once installed, the Hive EV Charger must not be moved unless authorisation has been provided by us in writing for you to do so.

2. **Warranty Period**

- 2.1. The Warranty will commence from the date your Hive EV Charger is installed by the Local Hero and is valid for a period of three (3) years (the “**Warranty Period**”) subject to these terms and conditions. For example, if you have your Hive EV Charger installed on 29 January 2024, your Warranty will expire at 23:59 on 28 January 2027 meaning your Hive EV Charger will no longer be covered from 00.00 on 29 January 2027. If during the Warranty Period, Bord Gáis Energy repairs or replaces any part or the whole Hive EV Charger, this will not extend the Warranty Period.

3. **Scope of Warranty**

- 3.1. During the Warranty Period any Hive EV Charger (or any part thereof) which is found by our Engineer to be faulty or defective in manufacture, will be repaired or replaced free of material and labour charges provided that we have authorised or carried out the repair or replacement. If we replace any component or product, the part or product removed will become our property. This warranty does not apply to accessories bought to work with or otherwise in connection with your Hive EV Charger.
- 3.2. The Warranty does not include any of the matters referred to in clause 6.

4. **Termination**

- 4.1. We shall be entitled to terminate this Warranty at any time during the Warranty Period if you fail to notify us of a claim in accordance with clause 5 of these terms and conditions.
- 4.2. Upon termination of the Warranty in accordance with this clause 4, Bord Gáis Energy will have no further obligations to you in respect of the Hive EV Charger or otherwise.

5. **Reporting a Fault**

- 5.1. If your Hive EV Charger develops a fault during the 36 months following installation, please immediately contact Local Heroes at support@localheroes.ie who will arrange for an Engineer, to inspect and repair. Where in the sole opinion of the Engineer repair is not economic, Local Heroes will arrange to replace the Hive EV Charger. Where you do not notify Local Heroes in accordance with this claim procedure set out in this clause 5, your Hive EV Charger will not be covered under this Warranty.

- 5.2. Any claims made under the terms and conditions of this Warranty must be made within the Warranty Period.
- 5.3. We reserve the right to charge a call-out fee of €30 where:-
- (a) a fault cannot be found,
 - (b) the breakdown or fault has been caused by an event, which is excluded from the warranty as set out in clause 6,
 - (c) you cancel a visit by us less than 24 hours before the time of the scheduled visit,
 - (d) we cannot gain access to your Hive EV Charger to inspect it, or
 - (e) your Hive EV Charger is not covered under this Warranty.
- 5.4. We will not be obliged to inspect your Hive EV Charger where it is considered by the relevant engineer (Local Hero or our Engineer) that it is inappropriate, unsafe or otherwise unsuitable due to a Health and Safety issue.

6. Exclusions to Cover

- 6.1. This Warranty does not apply if:-
- (a) there has been improper use of your charge point, or it has been abused or tampered with,
 - (b) repairs or modifications have been attempted or carried out,
 - o by someone other than a BGE-appointed electrician,
 - o against the manufacturer's guidelines/instructions,
 - o with parts that have not been supplied or approved by the manufacturer, or
 - o the fault is caused by negligence, intentional or accidental damage, improper use by you or a third party or by abnormal working conditions,
 - (c) the charge point has not been used or maintained in line with its operating and/or maintenance instructions or has been abused or tampered with,
 - (d) you don't give notice of a fault within a reasonable period of discovering it,
 - (e) you continue to use the charge point after you have:
 - o given notice of a fault under the warranty process, and
 - o been told to stop using it as continuing use poses a Health and Safety risk and/or is likely to cause material damage to the charge point,
 - (f) the problem is caused by unrelated faults such as issues with the electrical wiring at your property or a fault in the charging system of your electric vehicle,
 - (g) load balancing equipment reduces the charge drawn by your charge point to ensure that total demand at your property does not exceed total supply,
 - (h) the charge point is installed in a commercial property, or
 - (i) any problems arising from your or anyone else's smartphone, computer, internet browser, internet connection, mobile or Wi-Fi connectivity issues or use of an app, as detailed in clause 7.

7. Software and Connectivity

- 7.1. Once connected to Cellular or Wi-Fi, your charge point may receive over-the-air updates to improve your experience. It may also send or receive messages to complete diagnostic checks.
- 7.2. From time to time the manufacturer of your charge point or your charge point operator may, acting reasonably, need to make the smart functionality of your charge point temporarily unavailable to allow them to carry out maintenance or updates.
- 7.3. To enjoy the full functionality of your charge point, you may need to download and use an app which supports it or sign up to a subscription with a charge point operator. By signing up to such an app or service, you'll be entering into a separate legal agreement with a third party, which governs the use and functionality of the app and/or your relationship with the charge point operator.
- 7.4. If you don't want to use the app, sign up to such a service or there's a communication issue with your charge point, your charge point will still function in manual mode. However, you won't be able to use some of its smart features and you won't be able to charge your electric vehicle in smart mode.
- 7.5. Your charge point may use a mobile connection connect to the Hive app. This means the place where your charge point is installed needs sufficient mobile network connectivity on that bandwidth to connect to the Hive app. We can't guarantee that the mobile connection will be adequate for your install.

- 7.6. If your Wi-Fi or Cellular connection is not sufficient, you will not be able to use your charge point in smart mode although it will still work in manual mode (i.e., you will be able to plug and charge manually).

8. Data Protection

Bord Gáis Energy Limited is the Controller of your Personal Data for the purposes of this Warranty. You can find our privacy notice on how we process your personal data on <https://www.bordgaisenergy.ie/resources/data-protection>

9. Glossary

- 9.1. In these warranty terms and conditions

“**Hive EV Charger**” means your Hive EV Charger which has been installed by a Local Hero and therefore has the benefit of this 3-year warranty subject to the terms and conditions above;

“**Bord Gáis Energy**”, “**us**” or “**we**” means Bord Gáis Energy Limited, a company incorporated in Ireland with registration number 463078 and registered office at 1 Warrington Place, Dublin 2 and where the context so permits unless the contrary intention appears, its authorised agents and subcontractors;

“**Engineer**” means a qualified and experienced engineer engaged by Bord Gáis Energy to carry out Hive EV Charger installation and/ or repair works;

“**Health and Safety**” means matters relating to:

- (a) the applicable requirements of health and safety legislation in Ireland including, but not limited to, the Safety Health & Welfare at Work Act 2005 (as amended from time to time) and any regulations made thereunder from time to time;
- (b) all relevant codes of practice, guidelines, rules, standards and technical documentation/specifications prepared by the National Standards Authority of Ireland and regional requirements for Ireland, including without limitation, the NSAI National Rules on Electrical Installation;
- (c) System Supplier/Product Manufacturer Instructions and Guidelines; and
- (d) industry best practice;

“**Local Hero**” means the trader who you engaged through www.localheroes.ie who installed your Hive EV Charger;

“**Property**” means the domestic address at which the Hive EV Charger is installed by a Local Hero;

“**Warranty**” means the 3 year guarantee of your Hive EV Charger subject to the terms and conditions set out above.

“**Warranty Period**” means the 3 year period, which commences on the date your Hive EV Charger is installed by a Local Hero, during which your Hive EV Charger is covered under this Warranty subject to the terms and conditions set out above; and

“**You**” means the customer(s) who has their Hive EV Charger installed by a Local Hero and who avails of the benefit of the Warranty and includes a person who we reasonably believe is acting with your authority or knowledge.