

As a Local Heroes customer who has purchased a boiler through Local Heroes, you have a 10 year warranty for your boiler, provided by Bord Gáis Energy. The warranty is valid for 10 years from the date your boiler is installed. For your warranty to remain active, you must have your boiler serviced annually by a Bord Gáis Energy service engineer and comply with the terms and conditions for the warranty at <https://www.bordgaisenergy.ie/resources/ts-cs-warranty>. Bord Gáis Energy will provide your first boiler service for free but for each year thereafter your boiler service will be charged at Bord Gáis Energy's standard price for Complete Boiler Care which is set out at <https://www.bordgaisenergy.ie/services/service>.

This Boiler Care agreement, in combination with your 10 year warranty, provides for a Boiler Service and Boiler Safety Check. The warranty includes labour and certain parts (save for those as set out in Annex 1) in the case of a breakdown of the Boiler during the term of the active warranty, provided that the Annual Boiler Service Visit is booked in accordance with this Boiler Care agreement.

To avail of your first free boiler service, you must book an appointment with Bord Gáis Energy within 12 months of the installation of your boiler. Bord Gáis Energy will contact you before your first service is due to schedule an appointment.

These are our standard terms and conditions for the Bord Gáis Energy Boiler Care service. As a Bord Gáis Energy Services customer, you will be deemed to have accepted this contract from the date that you sign up. As a Bord Gáis Energy Services customer, Bord Gáis Energy Limited is the Controller of your Personal Data. We recommend that you read our Privacy Notice, to understand your data protection rights and how we collect and use your Personal Data. All of our Privacy Notices are located at [www.bordgaisenergy.ie/dataprotection](http://www.bordgaisenergy.ie/dataprotection). The Privacy Notice which applies to Bord Gáis Energy Services customers is located at [www.bordgaisenergy.ie/docs/DataProtection/HomeCarePrivacyNotice.pdf](http://www.bordgaisenergy.ie/docs/DataProtection/HomeCarePrivacyNotice.pdf). The Privacy Notice does not form part of the contract between you and Bord Gáis Energy Limited.

## **BY ORDERING THE BOILER CARE SERVICE YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS.**

### **1. Boiler Care Service**

**1.1** The Boiler Care service includes one Boiler Service and one Boiler Safety Check (as described in clauses 2.1 and 2.2 respectively), breakdown and any boiler repairs required in each year of the active warranty. No charge will be made in respect of parts, other than those parts listed in the table of Excluded Parts annexed to these Terms and Conditions, including the replacement of the pump inside the System Boiler or labour for callouts or repairing a reported fault on your Boiler during each Contract Year. Parts listed in the table at Annex 1 to these Terms and Conditions are not covered by this service. It is important that you read this table to inform yourself of those parts that are excluded from this service. Parts which are working but creating a noise nuisance will not be replaced until they fail in service.

**1.2.** If a part which is included in Annex 1 is required to repair the Boiler this will be quoted for separately.

**1.3** The price quoted to you online or on the phone is for the service of a central heating boiler that does not exceed 45kW output. The Local Heroes Service is for System Boilers and Standard Boilers and includes combination or condensing / high efficiency type boilers.

**1.4** We will endeavour, subject to workloads and labour availability, to give priority in response to any breakdown or failure of the central heating boiler and to respond to a call within twenty-four (24) hours. Where our offices are closed, a facility for leaving a message identifying your address and contact details will be available to facilitate our on-call staff to follow up this report with you.

### **2. SCOPE OF SERVICE**

## 2.1 Boiler Service

A Service Engineer will carry out a full service on the Boiler in accordance with the manufacturer's instructions and/or guidelines as laid down in the current edition of the Irish Standard 813 ("I.S. 813") (the "**Boiler Service**"). The following is a list of minimum checks and tests we will carry out on the Boiler where applicable:

1. check the condition of and permitted location of the appliance and its electrical controls
2. inspect flue integrity, suitability, condition, size, route, functionality, terminal, cowl, guard and installation standard;
3. check ventilation as per manufacturer's instructions or as outlined in I.S. 813 - ensuring correct location, size, type and source;
4. conduct electrical safety tests including fuse rating, isolation switch, polarity, earth continuity, resistance to earth, short circuit test, supply voltage;
5. check accessibility, functionality and condition of isolating valves;
6. inspect / clean fan unit and evaluate performance and functionality;
7. inspect / clean heat exchanger as per manufacturer's instructions;
8. inspect / clean / adjust main and pilot burners and injectors;
9. check / clean / adjust ignition and ionisation electrodes;
10. check flame picture;
11. check temperature control;
12. check operation of boiler safety devices;
13. check appliance gas rating;
14. conduct burner pressure tests;
15. sample air intake analysis;
16. sample flue gas analysis to ensure efficient and safe operation of the appliance;
17. conduct appliance gas safety tests;
18. adjustment time and temperature controls as required; and
19. complete RGII appliance conformance certificate and leave copy with the Customer.

The Service Engineer may conduct such other tests and checks as they may determine are reasonably required for specific types of gas boilers.

**2.2 Boiler Safety Check:** During a Boiler Service Visit, a Service Engineer will check the integrity of the Boiler in accordance with Annex C of I.S. 813 (the "**Boiler Safety Check**").

## 3. TERM OF BOILER CARE AGREEMENT AND TERMINATION

### 3.1 Term and renewal

This Boiler Care agreement, in combination with your 1- year warranty, provides for a Boiler Service and Boiler Safety Check. The warranty includes labour and certain parts (save for those as set out in Annex 1) in the case of a breakdown of the Boiler during the term of the active warranty, provided that the Annual Boiler Service Visit is booked in accordance with this Boiler Care agreement.

### 3.2 Commencement

When you order the Bord Gáis Energy Boiler Care service, Bord Gáis Energy may run a credit check against you and perform a full eligibility check on the Boiler at a time and date agreed with you. If we choose to carry out either or both of these checks and they are satisfactory to Bord Gáis Energy, the Boiler Care agreement will come into effect from the later of (i) the date that we notify you that the credit check is satisfactory to us or (ii) the date that we notify you that the Boiler is suitable for the Boiler Care Service. Upon termination of the Boiler Care agreement, Bord Gáis Energy will have no further obligations to you in respect of the Boiler or otherwise under the terms of the Boiler Care agreement.

Where the credit check and/or the full eligibility check on the Boiler are satisfactory to Bord Gáis Energy, the Service Engineer will carry out the Boiler Service and/or Boiler Safety Check. Bord Gáis Energy will not be obliged to commence or continue a Boiler Service and/or Boiler Safety Check unless it is satisfied

with your credit check results and/or the full eligibility check on the Boiler, and that no Health and Safety issue exists which would mean it would be inappropriate, unsafe or otherwise unsuitable for the Boiler Service and/or Boiler Safety Check to commence or continue. For the avoidance of doubt, this will include circumstances where Bord Gáis Energy determines that the Boiler is inaccessible, due to the enclosure or compartment in which it is located, so as to impede the Service Engineer commencing or continuing with the Boiler Service and/or Boiler Safety Check. Please see clause 15 for further information.

In circumstances where we determine that we are not in a position to commence or continue the Boiler Service and/or Boiler Safety Check due to a Health and Safety issue, we may charge you a cancellation fee equal to €30. Boiler Service Visits will be conducted during normal working hours (8am to 6pm Monday to Friday and 8am to 4pm on Saturdays, excluding bank holidays and public holidays in Ireland), unless otherwise agreed between the Parties.

### **3.3 Your Responsibilities**

It is your responsibility to provide the Service Engineer with the necessary access to the Property at the time of our appointment(s) to carry out the Boiler Service and/or Boiler Safety Check. If we are not able to gain access to your Property at the time of any appointment, because you are not available to provide access we will not be able to carry out the Boiler Service and/or the Boiler Safety Check and it is your responsibility to arrange another appointment.

If we are not able to gain access to your Property at the time of an appointment, we may charge you a no access fee equal to €30. You are also responsible for making sure that (a) we can safely access your Property, which includes providing safe access to your Boiler; and (b) there is sufficient gas in the system to allow the Boiler Service and Safety Check to be completed (applicable to pre-pay meters only). In circumstances where we are not in a position to proceed with the Boiler Service and Safety Check due to (a) or (b), we will inform you of this and charge you a fee equal to €30.

It is also your responsibility to take care in or around areas where work is taking place during a Boiler Service Visit and to ensure that any children or animals in the Property are kept away from any area where work is being carried out or equipment is being stored and all areas in between.

### **3.4 Cancellation**

You have a right to cancel an appointment, without charge;

- (a) up to 24 hours before the Boiler Service Visit is due to be carried out by contacting our customer services on 01 611 01 01 or by email to [homecare@bordgais.ie](mailto:homecare@bordgais.ie);
- (b) up to 48 hours before the Boiler Service Visit is due to be carried out by logging into your online account and cancelling.

The warranty renews from year to year as set out in clause 3.1, provided that the Annual Boiler Service Visit is booked in accordance with this Boiler Care agreement.

If you cancel your appointment outside of the above time limits, we may charge you a cancellation fee of €30. You will also be charged a fee if you don't cancel and our Service Engineer cannot access your Property on the agreed time and day of the appointment.

### **3.5 Annual Notification**

You will be sent a renewal notification annually by Bord Gáis Energy and will be provided with a three-month period during which a Boiler Service appointment can be arranged. If you do not arrange the annual Boiler Service during this three-month period, your warranty will automatically terminate at the end of this current Contract Year and you will receive a notification of this termination on the expiry of the current Contract Year, as set out in Clause 3.6 below.

### 3.6 Termination

We shall be entitled to terminate the Warranty, at any time by giving you notice in writing (such termination to be effective immediately, save as set out in sub-clause (a) below) if:

**(a)** you fail to book a Boiler Services Visit during the three-month period mentioned in clause 3.5 above and in your annual notification, (in this sub-clause 3.6(a) only, such termination shall be effective upon the expiry of the then-current Contract Year);

**(b)** you default in making any payment due to us

**(c)** you fail to notify us of a claim in accordance with clause 10 of these terms and conditions;

**(d)** in the opinion of a Service Engineer, there is a Health and Safety issue (which will be reported to you where relevant) that means it is inappropriate, unsafe or otherwise unsuitable for the Boiler Care agreement to continue or proceed; or

**(e)** 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 default of Bord Gáis Energy.

**3.8** Upon termination of the Boiler Care agreement in accordance with clause 3.6, Bord Gáis Energy will have no further obligations to you in respect of the Boiler or otherwise under the terms of the Boiler Care agreement and warranty.

### 4. PRICE PAYABLE BY YOU

**4.1** The first annual Boiler Service visit will be free of charge, in accordance with the warranty and this agreement. In advance of renewal in subsequent years, you will be notified of the amount payable by you for the Boiler Care service prior to booking your Annual Boiler Service Visit. The cost of any parts listed in the table of Excluded Parts that may be required will be charged to you separately and will not be included in the price of the Boiler Care service.

**4.2 Additional Labour Cost:** In anyone (1) Contract Year, we will provide labour and parts, other than those parts listed in the table of Excluded Parts.

**4.3** If you agree to have the Service Engineer replace additional parts or components which are listed in the table of Excluded Parts (in accordance with clause 6 below), you will also be charged for the costs of such replacement parts or components.

**4.4** The Boiler Care service does not apply to any of the matters described in clause 8. If Bord Gáis Energy reasonably determines that any defect or malfunction in respect of the Boiler was the result of any of the matters referred to in clause 8, then you must separately pay Bord Gáis Energy in full for all labour and/or parts costs at the applicable rates, in respect of work undertaken to address such a defect or malfunction.

**4.5** Where reasonably possible, the Service Engineer will advise you of the nature and cost of any required labour and/or parts outside the scope of the warranty (which includes labour referred to at clause 4.3) and will provide you with an estimate of the costs of the required labour prior to commencing any work on your Boiler or once the Boiler has been initially internally inspected. Please note the estimate is a guide only and is subject to change depending on the amount of time required by the Service Engineer to carry out the required work. We will charge you for any additional required labour outside the scope of the Boiler Care service in 15 minute units. You can check the current applicable rates on the Bord Gáis Energy website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie) or by calling our customer service representatives on 01 611 01 01. Please note additional charges may also apply in instances where a Service Engineer identifies parts or component failure or potential failure during the Boiler Service visit as set out in clause 6.1.

## 5. PAYMENT TERMS

**5.1** Subject to clauses 5.3 to 5.5 below, you are required to pre-pay for the Boiler Care service by debit or credit card.

**5.2** You may pay for any additional parts included in the table of Excluded Parts, provided by the Service Engineer with your prior agreement) by any of the following methods:

**(a)** having the cost of the Boiler Care service charged to your Bord Gáis Energy Services bill (subject to a satisfactory credit check);

**(b)** pre-payment by debit or credit card.

**5.3** We will ask for your payment details at the same time that you book your initial Boiler Service Visit.

**5.4** If you avail of the option to pay for the Boiler Care service by having the cost charged to your Bord Gáis Energy Services bill, you must pay for any work carried out and charged to your Bord Gáis Energy Services bill by the due date set out on the relevant Bord Gáis Energy Services bill.

**5.5** When you pay the price for the Boiler Care service at the time of booking, we will charge you the amount quoted at that time. Where the Service Engineer requires additional parts as set out in clause 6.1 below, and if the part or component is included in the table of Excluded Parts, the Service Engineer will advise you of the cost of replacement of any such parts and, if necessary, but subject to your signed authorisation, will supply and fit adequate replacement parts or components. These additional costs will be notified to you by our Service Engineer and subsequently added to your Bord Gáis Energy Services bill.

## 6. PROVISION OF SPARE PARTS

**6.1** The Service Engineer may, during the Boiler Service Visit, identify parts or component failure or potential failure.

**(a)** If the part or component is not listed on the table of Excluded Parts, the Service Engineer will supply and fit adequate replacement parts or components. Parts which are working but are creating a noise nuisance will not be replaced until they fail in service (unless you elect to pay for the replacement of such parts).

**(b)** If the part or component is included in the table of Excluded Parts, the Service Engineer will advise you of the cost of replacement of any such parts and, if necessary, but subject to your signed authorisation, will supply and fit adequate replacement parts or components.

**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 product or component of the Boiler which is found by our Service 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.

**6.5** For the avoidance of doubt, we will not fit replacement parts or components not supplied by us.

## 7. DANGEROUS WASTE MATERIAL

Should we find asbestos or other dangerous or potentially dangerous waste materials in or around the Property, then you will need to engage a specialist competent contractor to arrange for the removal of such dangerous waste material before the Boiler Service and/or Boiler Safety Check may proceed or continue. When you have had all asbestos removed, a certificate from the specialist competent contractor certifying the absence of asbestos exposure risk as referred to in the Safety Health and Welfare at Work (Exposure to Asbestos) Regulations 2006 and 2010 (or any amendment thereof or replacement regulations), must be provided to us before we will do any further work to your Property.

## **8. WARRANTIES**

**8.1** With regard to the supply of any replacement parts or components and of any other materials supplied as part of the Boiler Service and/or Boiler Repair, we warrant that at the time of installation the replacement parts and/or components (as the case may be) and any other such materials will be of merchantable quality and will be fit for the purpose for which they are supplied (within the meaning of section 10 of the Sale of Goods Acts, 1893 and 1980). We also warrant that, to the extent that statutory provisions apply to the Boiler Service and/or Boiler Repair, we shall comply with same.

**8.2** With regard to the Boiler Service and/or Boiler Repair, we warrant that:

(a) the Service Engineer has the necessary skill, training, qualification and experience to carry out the works pursuant to the Boiler Care agreement;

(b) the Service Engineer will carry out the Boiler Service and/or Boiler Repair with due skill, care and diligence PROVIDED ALWAYS that where the Service Engineer has complied with all the manufacturer's instructions and guidelines, I.S. 813 the Service Engineer shall be regarded as having met the appropriate standard of skill, care and diligence; and:

(c) where materials are used for the purposes of the Boiler Service and/or Repair, they will be sound and reasonably fit for the purpose for which they are required.

**8.3** In addition to the warranties set out in clauses 8.1 and 8.2 above but subject to clause 8.5 below, we will, within a period of 12 months (unless otherwise specified by the manufacturer) from the date of completion of the Boiler Service and/or Boiler Repair, repair or replace free of charge any faulty replacement parts and/or components supplied by us under the Boiler Care agreement. Your rights under this clause 8.3 are in addition to and not in substitution of your rights at law.

**8.4** You represent and warrant to us that:

(a) you are the owner of the Property and consent or (b) have obtained the consent of the owner of the Property, to opening an account with Bord Gáis Energy and to Bord Gáis Energy carrying out the works at the Property as set out in this Boiler Care agreement;

(b) You will comply with the provision of, and perform all of your obligations and exercise all of your rights under this Boiler Care agreement;

(c) all consents, licences, approvals and authorisations required in connection with the entry into, performance, validity and enforceability of the Boiler Care agreement have been obtained and are in full force and effect; and

(d) you will perform your obligations and exercise your rights under the Boiler Care agreement in accordance with all applicable laws and regulations.

**8.5** Replacement of Central Heating Boiler: The Boiler Care service does not include repair or replacement of the Boiler or any part thereof in the event of spare parts or components not being reasonably available

**8.6** We will not be responsible or have any liability for the following faults or defects or any work required to rectify same:

- any defect or damage occurring from a failure of the electricity, fuel or water supply;
- any defect or damage occasioned by fire, lightning, explosion, flood, storm, tempest, frost, impact or other extraneous cause;
- normal wear and tear or any deterioration in the condition, effectiveness or operation of the central heating installation, radiators, pipework or any part thereof as a result of its use or the passing of time;
- any consequential or indirect loss suffered because of water leaks and/or a breakdown of the Boiler as a result of its use or the passing of time, 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 modification, adjustment or repair to the Boiler by a third party which was not approved by us;
- any defect, damage or breakdown caused by deliberate action, accident, misuse or third-party interference including modification or an attempted repair which does not fully comply with industry standards;
- de-scaling or other work required as a result of hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Indications that such work may be required include a noisy boiler, cold spots on radiators, sludge in pipes and poor circulation of the central heating system;
- de-sludging of the system
- any defect or damage or detrimental effect to the appliance due to contamination (including by water, bacteria, sediment or sludge) of fuel or lack of fuel supply;
- any costs incurred during delays in fixing reported faults.
- failure of any external pump after the first 12 months;
- the replacement of decorative parts, casing and body of the Boiler;
- the replacement of any part or component which is listed in the table of Excluded Parts;
- refilling central heating system with water and venting radiator or cylinder circuit;
- the replacement of the heat exchanger due to a leak, blockage, noise, or failure due to poor water quality;
- 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 electrical immersion element is specifically excluded;
- the following replacement parts: light bulbs, electrical re-wiring, external programmers/time clocks, radiators, room thermostats, radiator valves, external motorised valves, expansion tanks or cylinders, external expansion vessels, pipe-work and conventional/ balanced/ or fan flues;
- any defect or damage or detrimental effect due to the incorrect fuel supply by a third party; or
- any defect or damage or detrimental effect caused after the first twelve (12) months as a result of inappropriate condensate discharge including to a septic tank or in contravention of the Water Pollution Acts 1977 and 1990 as amended.
- Any loss of gas caused by third party interference.

## 9. EXCLUSIONS TO THE BOILER CARE SERVICE

**9.1** The following are excluded from the Boiler Care service (including but not limited to, for the avoidance of doubt, the Boiler Service, the Boiler Safety Check or Boiler Repair):

**(a)** Any of the following work:

- (i)** the replacement of decorative parts, casing and body of the Boiler;
- (ii)** refilling central heating system with water and venting radiator or cylinder circuit;
- (iii)** de-scaling and any work arising from hard water scale deposits or from damage caused by aggressive/corrosive water;

- (iv) de-sludging of the system;
- (v) any draining down of the system and the replacement of the pump isolating valves or their replacement due to noise;
- (vi) work on the fabric of the building or any associated pipe-work on it or buried in it;
- (vii) work on any pumps in inaccessible locations; and/or
- (viii) work on any domestic water services including the cold water supply tank, its feed, outlets, overflow and the hot water cylinder. The electrical immersion element is specifically excluded.

(b) Any other exclusions that are brought to your attention by us prior to the commencement of Boiler Care agreement.

## 10 Reporting a Breakdown

- If your Boiler suffers a mechanical or an electrical breakdown during the 12 months following installation, please immediately contact Local Heroes at support@localheroes.ie. After 12 months, if you experience any issues please contact Bord Gáis Energy immediately through our online channel or by calling 01 6110145. Our normal working times, excluding Bank Holidays are 8am – 8pm Monday to Friday, and 9am – 5.30pm Saturday. We will arrange for a Service Engineer, to inspect and repair, or where in our sole opinion repair is not economic, arrange to replace the boiler. Where you do not notify either Local Heroes or Bord Gáis Energy in accordance with this claim procedure set out in this clause 10, your Boiler will not be covered under this Warranty.
- Any claims made under the terms and conditions of this warranty must be made within the Warranty Period.

We reserve the right to charge a call-out fee of €30 where:

- A fault cannot be found.
- The breakdown or fault has been caused by an event, which is excluded from the warranty as set out in clause 10;
- You cancel a visit by us less than 24 hours before the time of the scheduled visit
- We cannot gain access to your Boiler to inspect it
- your Boiler is not covered under this Warranty

## 11. ASSIGNMENT

The Boiler Care agreement is personal to you and therefore it may not be assigned or transferred by you to any other person without our prior written consent. For business reasons, we have the right to assign or transfer all of our rights and obligations under the Boiler Care agreement to any other company or person.

## 12. CONDITION OF PROPERTY

**12.1** No responsibility or liability is accepted for the quality or condition of any equipment in the Property, at the time of the Boiler Installation, Boiler Service, Boiler Safety Check or Boiler Repair (including, without limitation, any equipment (such as the Boiler), pipework, cables, connections, controls, water supply pipes, electrical, and, flues or chimneys not installed by BGE).

## 13 NOTICE OF HAZARD

**13.1** We may issue a Notice of Hazard as per I.S. 813 and / or the manufacturer's instructions in a number of different circumstances including, without limitation, where, in the opinion of the Service Engineer, (i) Level A: the appliance installation does not conform to standard but is safe to continue to use pending rectification; (ii) Level B: the appliance installation does not conform to standard and is considered unsafe and requires immediate isolation of the appliance pending rectification; (iii) Level C: the complete Installation is unsafe for continued use and requires immediate isolation at the meter pending rectification.

**13.2** In circumstances where we have issued a Notice of Hazard where we have not been in a position to fully inspect/test any part of the installation of the Boiler we will not accept any responsibility or liability for the quality or condition of the Boiler and for any loss or damage arising out of or in connection with the issuance of a Notice of Hazard by us.

**13.3** Where we have issued a Notice of Hazard identifying remedial action in respect of the Boiler but, in the opinion of the Service Engineer, it is safe to continue with the Boiler Service and/or Boiler Repair without you first taking the recommended remedial action, it is solely your responsibility to take the recommended remedial action following the Boiler Service and/or Boiler Repair. We will, if possible, provide you with an estimate of the likely time required and cost involved, if applicable, to complete the recommended remedial action. It may also be possible to make arrangements with the Service Engineer for this recommended remedial action to be carried out by us at a later date.

**13.4** We reserve the right to contact the relevant local authority if we consider it necessary in the interest of the Health and Safety of you and/or third parties.

**13.5** We are not liable or responsible for any losses, liabilities, costs, penalties, fines, damages, defects or personal injuries arising out of or in connection with your decision not to carry out any remedial work recommended to you in a Notice of Hazard or to take any advice given to you by the Service Engineer and/or notified to you in a Notice of Hazard. You agree to indemnify us and keep us indemnified in respect of any losses, liabilities, costs, penalties, fines, damages, expenses, actions, claims or proceedings arising out of or in connection with any claim brought made, or threatened by a third party against us relating to or in connection with your decision not to carry out any remedial work recommended to you by us in a Notice of Hazard or to take any advice given to you by the Service Engineer and/or notified to you in a Notice of Hazard.

#### 14. USE OF SUBCONTRACTORS

We reserve the right to use our authorised agents or sub-contractors to carry out all or any part of the works to be provided pursuant to the Boiler Care agreement.

#### 15 GENERAL LIMITATIONS OF OUR OBLIGATION

**15.1** We shall not be liable if any work is carried out on the Boiler, appliance or system by any other party, other than by a subcontractor acting on our behalf. Any such action will give us the immediate right to terminate the Boiler Care 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 Boiler, appliance or system by any party other than Bord Gáis Energy without our prior written consent.

**15.2** We shall not be liable if we, and/or the Service Engineers, 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, restrictions due to the spread or potential spread of disease among humans or animals, 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.

**15.3** 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 the Boiler Care agreement.

**15.4** We have no obligation, duty or liability to you 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 (except any personal injury attributable to a person's decision to set their Boiler below 60 degrees thereby exposing the Customer and/or third parties to the risk of legionella in respect of which

you agree to indemnify and keep us indemnified with regard to any claims) attributed to Bord Gáis Energy 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.

## 16. COMPLAINTS PROCEDURE

If you are unhappy with any service or contact that you have with us, you can register your complaint with us in any of the following ways:

- online, through the help section of our website;
- by calling our customer service representatives at 01 611 01 01;
- by email to [info@bordgais.ie](mailto:info@bordgais.ie) or through our website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie); or
- by letter to Customer Care, Bord Gáis Energy, PO Box 10943, Freepost F4062, Dublin 2.

## 17. ENERGY CREDITS AND AUDITING

You acknowledge and agree that any energy credits attributable to the Boiler Service and Boiler Safety Check shall be assigned to Bord Gáis Energy in accordance with the Government of Ireland's Energy Efficiency Obligation Scheme or any replacement scheme.

Some customer's homes may be selected for a quality audit to ensure the Boiler Service was carried out to the standards and specifications of the Sustainable Energy Authority of Ireland ("SEAI"). By booking the Boiler Care service, you agree to permit Bord Gáis Energy, the SEAI or independent auditors working on behalf of the SEAI, to carry out a quality audit of any Boiler Service or Boiler Safety Check carried out at the Property which resulted in energy credits being assigned to Bord Gáis Energy if such an audit is requested.

We will notify you by telephone of any such request. All staff carry identification which will be displayed to you on arrival at the Property and you may receive a phone call before arrival to ask some health and safety related questions. We will do our best to ensure, that this quality audit is unobtrusive.

## 18. QUALITY INSPECTIONS

Bord Gáis Energy may request to carry out random quality audits on the work carried out on your Boiler both during the Boiler Service Visit, after completion of the Boiler Service, or during a repair or a breakdown. Bord Gáis Energy will notify you by telephone of any such request. All Bord Gáis Energy engineers and supervisors carry identification which will be displayed to you on arrival at the Property.

## 19. GENERAL

### 19.1 Notices

Any notice or account sent by ordinary post pursuant to the Boiler Care agreement shall be deemed to have been received two days after the day of posting. Any notice sent by the Customer by electronic mail shall be deemed to have been received upon confirmation of receipt from Bord Gáis Energy by electronic mail or by post.

Any notice required or permitted to be given by the Customer shall be in writing addressed to Bord Gáis Energy Services, PO Box 10943, Freepost F4062, Dublin 2 or such other address or electronic mail address as may be provided to the Customer by Bord Gáis Energy from time to time.

### 19.2 Amendments

We reserve the right to change the Terms and Conditions of the Boiler Care agreement at any time. We will publish details of any changes on the Bord Gáis Energy website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie) as soon as is reasonably possible prior to the changes being introduced.

### 19.3 No waiver

No forbearance, indulgence or relaxation on the part of Bord Gáis Energy shown or granted to the Customer shall in any way affect, diminish, restrict or prejudice the rights or powers of Bord Gáis Energy provided by the Boiler Care agreement or by law or operate as or be deemed to be a waiver of any breach, right or remedy under the Boiler Care agreement or provided by law.

### 19.4 Severance

If at any time any provision of the Boiler Care agreement (or any part of a provision of it) is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

- the legality, validity or enforceability in that jurisdiction of any other provision of the Boiler Care agreement (including the remainder of a provision, where only part thereof is or has become illegal, invalid or unenforceable); or
- the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of the Boiler Care agreement.

### 19.5 Governing Law

The Boiler Care agreement shall be governed by and construed in accordance with the laws of Ireland. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

### 19.6 Entire Agreement

The Parties acknowledge that the Boiler Care agreement constitutes the complete agreement between the Parties and, with the exception of the Warranty, supersedes all and any prior understandings, agreements, representations or communications whether written or oral between the Parties relating to the subject matter hereof.

## 20. GLOSSARY

In these Terms and Conditions:

“**The Boiler Care service**” means the service described in clause 1;

“**Annual Notification**” means the annual communication sent by Bord Gáis Energy as set out in clause 3.5; “**Annual Service Date**” means the yearly anniversary of the date of the first Boiler Service Visit;

“**Boiler**” means a boiler on which the Boiler Service is to be carried out;

“**Boiler Care Agreement**” means the boiler care agreement between you and us which incorporates the Terms and Conditions (as if the Terms and Conditions were set out in full in the Boiler Care agreement);

“**Boiler Safety Check**” means a safety check of a boiler as described in clause 2.2;

“**Boiler Service**” means a service of a boiler as described in clause 2.1;

“**Boiler Service Visit**” means a call-out by a Service Engineer to perform a Boiler Service and a Boiler Safety Check;

“**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;

**“Centrica Group”** includes companies such as those using the British Gas, Scottish Gas and Dyno brands.

**“Contract Year”** means the period of one year commencing on the date of your Boiler Care agreement and each year thereafter commencing on the anniversary of such date, until the Boiler Care agreement is validly terminated;

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

**“Declaration of Conformance Certificates”** (Completion Certificates) means the mandatory certificate which a Registered Gas Installer/Service Engineer must issue to a customer for all Gas Works carried out;

**“Excluded Parts”** means those parts listed in the table entitled “List of spare parts excluded from the Boiler Care service” annexed to these Terms and Conditions;

**“Bord Gáis Energy Services”** means the range of boiler services and energy services products provided by Bord Gáis Energy;

**“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) the Building Control Acts 1990 and 2007 and any relevant Building Regulations made thereunder and any Building Regulations Technical Guidance Documents;
- (c) all relevant Codes of Practice, Guidelines and technical documentation/specifications prepared by the National Standards Authority of Ireland and regional requirements for Ireland;
- (d) all relevant Codes of Practice, Guidelines and technical documentation/specifications prepared by ETCI;
- (e) System Supplier/Product Manufacturer Instructions and Guidelines; and
- (f) all relevant installation standards applicable in Ireland, including, without limitation, I.S. 813; and
- (g) industry best practice;

**“IS 813:”** means the current edition of the Irish Standard 813: 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 I.S. 813 shall be a reference to the current version of that provision as amended or replaced from time to time;

**“Notice of Hazard”** means a Notice issued to you to advise of a defect of an installation which might affect the safety or persons or property or cause a pollution incident;

**“Parties”** means us and you;

**“Property”** means the domestic address at which we will carry out the Boiler Service;

**“Scope of Warranty”** means the 10 year warranty provided by Bord Gáis Energy on installation of the boiler, which includes labour and certain parts (save for those as set out in Annex 1) in the case of a breakdown of the Boiler during the term of the active warranty, provided that the Annual Boiler Service Visit is booked in accordance with this Boiler Care agreement.

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

**“Standard Boiler”** means an appliance that contains a domestic central heating boiler only;

**"System Boiler"** means an appliance that contains a domestic central heating boiler and plumbing components including a circulating pump, expansion vessel and safety valve plus internal piping connecting these devices together;

**"Terms and Conditions"** means these terms and conditions; and

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

**"Warranty"** means the ten-year guarantee of your Boiler subject to the terms and conditions set out above.

## Annex 1

List of spare parts excluded from the Boiler Care service.

### **Boiler/Central Heating System Parts**

- Circulating pump external to Boiler Not Covered
- Expansion vessels external to Boiler Not Covered
- Safety valve & pressure gauge external to Boiler Not Covered
- Hot water storage cylinder Not Covered
- Cold water storage tank and filling loop Not Covered
- External time clock Not Covered
- Motorised Valves Not Covered
- Non return or gate valves Not Covered
- Filling loops & valves Not Covered
- Radiator valves Not Covered
- Magnetic filter Not Covered
- System pipework Not Covered
- Flue pipes & ducts Not Covered