

Terms & Conditions

The Customer (whose details are set out in the Memorandum of Agreement (herein referred to “you” and/or the “customer”)) wishes to purchase certain products and receive certain works and services from Ardrar Limited subject to these terms and conditions.

1. Ardrar Limited

Ardrar Limited details are as follows: Ardrar Limited, trading as Bord Gáis Energy, a limited company incorporated in Ireland with company number 591657, a wholly owned subsidiary of Bord Gáis Energy Limited (“BGE”) and part of the Centrica group of companies, 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 Ardrar Limited and/ or BGE (and all employees of any such agents, contractors and sub-contractors).

2. Formation of Contract

2.1 Prior to **Ardrar Limited** carrying out any of the works specified by Ardrar Limited on the Quote and/or Memorandum of Agreement (the “**Works**”), you must have a Technical Assessment and pay the Deposit to **Ardrar Limited**. Following a successful Technical Assessment and payment of the Deposit, Ardrar Ltd. shall contact you and agree the date on which Ardrar Ltd. shall carry out the Works (the “**Date of Installation**”).

2.2. You are responsible for verifying that the details on the Quote and Memorandum of Agreement are correct before you agree to proceeding with the Works. By paying the Deposit, you are warranting to Ardrar Ltd. that all documentation and information that you have provided to Ardrar Ltd. and all details contained in the Quote and Memorandum of Agreement are correct.

2.3 Once you have paid the Deposit, there will be a binding contract between you and **Ardrar Ltd.** in respect of the Works and these Terms shall apply to the provision of such Works and the Products.

3. Technical Assessment

3.1 A Technical Assessment must be carried out prior to a Deposit being paid. This is to technically review the property and proposed project, as well as generate a bill of materials for the works, and generate a Quote and the Memorandum of Agreement. This Technical Assessment can be carried out on-site assessment as may be agreed between Ardrar Limited and you. There may be a reason(s) for a Technical Assessor to suggest a variation to your original Quote and/or the terms of the Memorandum of Agreement or you may wish to add additional Works to be carried out. If this is the case, we will following completion of the Technical Assessment:

- provide you with a revised Quote and/or Memorandum of Agreement detailing the variation of the Works and giving an updated estimate of the cost (if any) associated with such updated Works. If you are happy with the revised Quote/Memorandum of Agreement, we will proceed under the terms of the revised Quote/Memorandum of Agreement. Our Technical Assessor will advise on payment procedure for the revised Quote/Memorandum of Agreement; or

- inform you that it is not feasible to carry out the Works at the Property and you will have no further obligations to **Ardrar Limited** and Ardrar Limited will be under no further obligation to provide you with any of the Works specified in any previous Quote/Memorandum of Agreement provided to you.

4. Cancellation Procedure and Termination

4.1 To cancel your Agreement for the Works, please either email **commercialsolar@bordgais.ie** or alternatively call our office on 01 211 8459 no less than 30 days prior to the Date of Installation.

4.2 If you cancel your Agreement with **Ardrar Limited** you will forfeit the Deposit.

4.3 If you cancel/postpone the Works within 10 days prior to the Date of Installation, you will forfeit the Deposit and Ardrar Limited will be entitled to charge you a fee equivalent to 10% of the Price. Repeated cancellations of a booking or lack of access to your Property may, at the discretion of Ardrar Limited, result in refusal to carry out the Works. Upon cancellation by you, Ardrar Limited will have no further duties or obligations under this Agreement.

4.4 Without affecting any other right or remedy Ardrar Limited may have, if Ardrar Limited cancels the Works in accordance with this clause 4, Ardrar Limited shall be entitled to charge you the reasonable costs Ardrar Limited has incurred in carrying out the Works before the date of cancellation. Ardrar Limited may deduct these costs from your Deposit, and if the costs exceed your Deposit, Ardrar Limited may recover the excess from you.

4.5 Ardrar Limited shall be entitled to refuse to provide the Works to you, at any time, without giving a reason.

4.6 Ardrar Limited will not be obliged to carry out the Works unless:

- a) you have accepted the duly completed Quote by signing the Memorandum of Agreement;
- b) you have confirmed that you are the owner of the Property or the owner of the Property has confirmed to us, in such form as we may require, that he/she authorises the Works;
- c) the scope of Additional Works (if any) has been agreed between you and Ardrar Limited;
- d) a satisfactory Technical Assessment of the Property has been carried out by us in accordance with clause 3;
- e) we are satisfied with your credit check results (if applicable);
- f) the Works have been approved by the ESB; and
- g) you have paid the Deposit and all relevant payments of the Price as set out in the Quote and/or Memorandum of Agreement prior to the Date of Installation in accordance with the provisions of clause 9 if applicable.

5. Approvals and Installation Date

5.1 After you have accepted the Quote and paid the Deposit, a member of **Ardrar Limited's** customer services team will contact you to agree the Date of Installation with you. The Date of Installation will be within a reasonable time following the payment of the Deposit and subject to the provisions of 5.2 and 5.3 below.

5.2 The Works may require the prior approval of the ESB and/or the relevant Planning Authority before the Works can begin, which may delay the commencement of the Works or require the Date of Installation to be revised. You are responsible for ensuring that the Property and any requirements, conditions or approvals from the ESB and any relevant Planning Authority are obtained prior to commencement of the Works.

5.3 Upon request, Ardrar Limited will engage on your behalf with a specialist consultant (the "**Planning Consultant**") who will be responsible for dealing with any Planning Authority as necessary to obtain any approvals required. Ardrar Limited will provide the details of the Planning Consultant to you together with an estimate of the Planning Consultant's costs and expenses (the "**Planning Consultant Fees**"). You will be responsible for paying in full all Planning Consultant Fees and, if requested by you, Ardrar Limited may include such Planning Consultant Fees in any invoices issued to you in respect of the Works and pay the Planning Consultant for and on your behalf following receipt of payment of the Planning Consultant Fees from you.

5.4 Works which are subject to prior resolution or approval of the ESB or the decision of a Planning Authority in respect of the Property may be delayed while such ESB or Planning Authority decisions are resolved with the relevant authority. **Ardrar Limited** will endeavour to ensure that you are kept fully informed of such matters and the likely delay in commencement of the Works or the Date of Installation due to such matters.

5.5 **Ardrar Limited** will use reasonable endeavours to complete the Works on the Date of Installation and to complete the Works as soon as possible after the Date of Installation commences. Occasionally, circumstance beyond **Ardrar Limited's** control may result in **Ardrar Limited** being unable to carry out the Works in full on the agreed Date of Installation. In the event that this happens a member of the customer services team will contact you to arrange an additional Date of Installation in order for the Works to be completed. **Ardrar Limited** shall not be liable to you or any third party in any way or be deemed to be in breach of the Agreement in circumstances where **Ardrar Limited** is unable to carry out the Works in full on the agreed Date of Installation or for any delay or failure to perform the Works (including (but not limited to) any failure or delay in performing the Works due to bad weather, industrial action, fire, flood, government restrictions, acts of terrorism).

6. During Installation

6.1 If, once the Works have commenced, technical problems are discovered which could not reasonably have been identified by the **Ardrar Limited** Technical Assessor during the Technical Assessment, you will be

made aware of such problem and **Ardrar Limited** will discuss and agree with you how such technical problems may be overcome. You will however be liable for any additional Works that you agree with **Ardrar Limited** are necessary to address the problems (“**Additional Works**”) and shall be required to pay for any such Additional Works. Ardrar Limited may issue an updated Quote to reflect any such Additional Works that may be required.

6.2 If you do not agree to such Additional Works to be carried out as are necessary to address such problems identified (whether such Additional Works are carried out by **Ardrar Limited** or to be carried out by another party engaged independently by you), such that **Ardrar Limited** is unable to complete the Works, you will be deemed to have cancelled the Agreement and **Ardrar Limited** will be entitled to seek payment from you in accordance with clause 4 as if you had cancelled the Agreement.

6.3 When carrying out the Works, Ardrar Limited will: (a) take reasonable care to avoid disrupting your Property; (b) remove all waste material which results from the Works; and (c) generally clean up after the Works have been completed.

7. Internal and External Access to Property

7.1 It is your responsibility to ensure that and upon signing the Memorandum of Agreement you represent and warranty to Ardrar Limited that: (i) the Property is in such good repair and condition as shall be required by Ardrar Limited to carry out the Works; and (ii) the Installation Engineers have access to the Property at the date of Installation in order to allow them to carry out the Works. It is your responsibility to ensure that the Property is suitable for the Works to be carried out and complies with Health and Safety Laws and Standards. Prior to the commencement of the Works you are to obtain the approval of a structural engineer that the Property is suitable for the Works. Notwithstanding the foregoing, if the Installation Engineers consider that the conditions at the Property are not suitable for them to do the Works (which may include the presence of asbestos at your Property) Ardrar Limited will tell you what you must do before the Works can be performed. You are responsible for making sure that conditions at the Property are suitable for us to do the Works and the necessary facilities, services and supplies (e.g. electricity connections) are already installed and working at your Property.

7.2 The Installation Engineers will, where applicable, carry out the Works in accordance with Health and Safety Laws and Standards and in accordance with the provisions of any relevant planning permission of which we are notified by you.

7.3 You are responsible to ensure that all items stored in the areas of installation on the Property are either removed before commencement of the Works or otherwise protected. Items not so protected are at your risk except in the case of negligence by **Ardrar Limited**. When external work to the Property is carried out by Ardrar Limited as part of the Works, you are responsible to ensure that all vehicles and movable objects are removed from such a place that they may be damaged. Objects not removed are at your risk, unless **Ardrar Limited** is found to be negligent in their damage or loss.

7.4 This Agreement is subject to your confirmation that you are the owner of the Property and are not a tenant. In the absence of your advice to the contrary, we will assume that you are the owner of the Property. We shall not have any liability for any works which we carry out which have not been authorised

by the owner of the Property and you agree to indemnify us for any losses howsoever arising that we incur from your failure to make full and proper disclosure as to the ownership of the Property.

7.5 This Agreement is entered into, and the Works is undertaken by Ardrar Limited upon the condition that any required licences, authorities or permissions (including all requisite planning permissions) are first obtained by you and that unrestricted access to your Property will be available in order that the Works may be undertaken. We shall not have any liability for unauthorised Works and you agree to indemnify us for any losses howsoever arising that we incur from your failure to obtain any required such licences, authorities or permissions. In connection with the foregoing, you agree that it is your sole responsibility to ensure that any representatives of the ESB have such access to the Property as they require to complete any reports or inspections required prior to commencement of the Works and you shall provide such access, assistance, documentation and information as the ESB reasonably requires.

7.6 Ardrar Limited does not accept responsibility or liability for the quality or condition of any existing equipment or appliance in the Property

7.7 If you do not comply with your obligations under this clause 7, Ardrar Limited will have the right to cancel the Works.

8. Ardrar Limited Solar Photovoltaic System

The Solar Installation, unless otherwise specified in the Agreement, does not provide for space heating. The exact performance of the Solar Installation and the performance of photovoltaic systems used in electricity generation in general is impossible to predict with certainty due to the variability in the amount of solar radiation (sunlight) from location to location and from year to year. Any estimates provided by the manufacturer or by Ardrar Limited in respect of the performance of the Solar Installation are estimates based upon such industry-standard procedure used by Ardrar Limited for calculating any such estimates from time to time and are given as guidance only. Any such estimates should not be considered as a guarantee of performance.

9. Price and Payment

9.1 If the Agreement has been made based on Ardrar Limited's standard cash payment terms, a minimum 10% shall be paid by you on accepting the relevant Quote followed by a payment of 60% of the Price upon receiving ESB approval.

The remaining balance of 30% of the Price is payable on commissioning of the system. You are required to make payment in full (less any monies paid) immediately on the date of commissioning.

9.2 **Ardrar Limited** will provide you with a receipt for your payment and you will be sent a formal invoice within 14 days of completion of the Works. If payment is not made within 30 days of the date of the invoice **Ardrar Limited** may commence legal proceedings against you.

9.3 All Prices quoted for the carrying out of the Works are inclusive of any Value Added Tax, for which you shall be additionally liable for at the applicable rate from time to time.

10. Inspection and Complaints

Within thirty days following completion of the Works you must notify Ardrar Limited in writing of any damage that you consider that **Ardrar Limited** has caused to the Property or its contents otherwise **Ardrar Limited** will not be liable for any such claims. Complaints should be sent to **commercialsolar@bordgais.ie**.

11. Risk in the Products

11.1 Products and any other parts and materials will be your responsibility from the time of delivery to the Property. Any loss, theft or damage to these Products or materials will result in extra charges being incurred by you.

11.2 Any damage that occurs to the Products to be installed in connection with the carrying out of the Works during installation is the responsibility of Ardrar Limited . Once the Works are complete any damage to or loss of such Products is your responsibility. Ardrar Limited will not be liable to you under this Agreement in contract, tort (including negligence) or otherwise for any indirect damages, consequential or economic loss, any loss of revenue, business, contracts, predicted savings or profits suffered by you arising from or in connection with this Agreement.

12. Quality of Products and Works Provided

12.1 The following confirmations are provided in respect of the Products and the Works:

(i) Any Products which **Ardrar Limited** supply will:

- ☐ match the description given to them;
- ☐ be of satisfactory quality;
- ☐ be provided together with the relevant manufacturer's guarantees and warranties, subject always to the provisions of clause 12.2; and
- ☐ be fit for the purpose for which they have been supplied.

(ii) Any Works carried out by **Ardrar Limited** will be carried out with reasonable care and skill. Ardrar Limited warrants that the Works will conform in all material respects to any specifications provided by Ardrar Limited and shall be free from all material defects for a period of 24 months from the Date of Installation.

12.2 Where any of the Products are supplied by a third party, **Ardrar Limited** does not give warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to you the benefit of any warranty, guarantee or indemnity given by the person supplying the Products to Ardrar Limited.

12.3 **Ardrar Limited** shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any documents, data, information or instructions supplied by you which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of yours.

12.4 Except in respect of death or personal injury caused by the **Ardrar Limited**' negligence, **Ardrar Limited** shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Agreement, for

any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the **Ardrar Limited** its servants or agents or otherwise) which arise out of or in connection with the carrying out of the Works (including any delay in providing or failure to provide the Works) or the use of the Products by you, and the entire liability of **Ardrar Limited** under or in connection with the Agreement shall not exceed the Price paid by you to **Ardrar Limited** under the Agreement.

12.5 You hereby agree to indemnify Ardrar Limited and keep Ardrar Limited indemnified in respect of any actions, claims or proceedings brought against us together with all loss, damage, costs and expenses which Ardrar Limited may incur as a consequence of any work carried out on the Products or Solar Installation by any party other than Ardrar Limited without the prior written consent of Ardrar Limited.

13. Planning Application

It is your responsibility to inform Ardrar Limited as to whether the Property is a listed building or within a conservation area as defined by statute, in which case Ardrar Limited will engage a Planning Consultant to make the necessary application on your behalf to carry out the Works in accordance with the provisions of clause 5.3. Should these approvals:

- prove to be obtained only by revision of the Works at a greater cost than specified in the relevant Quote, Ardrar Limited may issue an updated Quote including a revised Price. In the event that you do not accept the revised Quote and do not wish to proceed with the Works you must notify the Company in writing at the address specified in clause 1 above within 7 days of the revised Quote being issued to you and the Company will thereafter be at liberty to cancel the Agreement by written notice to you; or
- alternatively, should your acceptance of the revised Quote not be forthcoming within 7 days of the revised Quote being issued to you, Ardrar Limited will be at liberty to cancel the Agreement.

If you fail to inform Ardrar Limited that the Property is a listed building or within a conservation area or an area of outstanding natural beauty, Ardrar Limited shall be entitled to assume, without any further enquiry, that it shall not have to obtain any relevant consent or approval to carry out the Works themselves. Ardrar Limited shall be under no liability whatsoever in the event of any enforcement or other action by the Local Authority or any other person or body caused due to your failure to inform Ardrar Limited that the Property is a listed building or within a conservation area or an area of outstanding natural beauty.

14. Transfer of Ownership of Products

14.1 Ownership of the Products supplied in connection with the Works passes to you upon full and final payment of the Price. Prior to your full and final payment of the Price, all Products supplied to you by **Ardrar Limited** shall remain the property of **Ardrar Limited**.

14.2 In the event of non-payment of the Price, we may require you, on reasonable notice, to return and deliver up the Products supplied in connection with works to us, failing which we may take legal proceedings to recover the Products or their full market value.

15. Entire Agreement

15.1 The Agreement contains the entire agreement between Ardrar Limited and you in relation to the Works and contains all the terms which you and Ardrar Limited have agreed with respect to its subject matter and the Agreement supersedes and extinguishes all previous drafts, agreements, contracts and undertakings between you and Ardrar Limited.

15.2 You acknowledge that you have not been induced to enter into the Agreement by a statement or promise, which the Agreement does not contain.

15.3 **Ardrar Limited** shall not be liable to you in equity, contract or tort or in any other way for a representation that is not set out in the Agreement.

15.4 Nothing in this Clause 15 shall have the effect of limiting or restricting any liability of a party arising as a result of any fraud.

16. Use of Personal Information

16.1 Ardrar Limited will comply with its obligations under any applicable data protection legislation.

16.2 In order that Ardrar Limited may perform its obligations under these Terms and carry out the Works, Ardrar Limited will collect and use information relating to you. Ardrar Limited may keep this information for a reasonable period after it has ceased to provide you with the Works but will not keep it for any longer than is necessary and/or as required by law.

16.3 Information which you provide or we hold may be used by us, our employees, subcontractors and/or our agents;

- a) for the purposes of attending the Property;
- b) to help identify you when you call;
- c) for contacting you in writing and/or by phone and/or by text message and/or by e-mail with information about other services and products offered by us and/or our carefully selected partners where you have consented;
- d) to detect and prevent crime, fraud and loss;
- e) for health and safety and risk assessment;
- f) for administering accounts; and
- g) for credit checking purposes.

16.4 Ardrar Limited may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they will 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.

16.5 Ardrar Limited may disclose your information to other agents who act on behalf of Ardrar Limited in connection with the activities referred to above, including to any agent or third party service provider who Ardrar Limited may engage to assist us in the performance of this Agreement. Such agents or third parties

are only permitted to use your data as instructed by Ardrar Limited. They are also required to keep your data safe and secure.

16.6 In the event that you speak to any employees of Ardrar Limited (or agents acting on its behalf) by telephone, your telephone conversations may be recorded for quality control purposes. Ardrar Limited will treat the recorded conversation confidential and will only use it for staff training/quality control purposes, confirming details of your conversations with Ardrar Limited or any other purposes mentioned in these Terms and Conditions.

16.7 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.

16.8 You have the right to ask for a copy of your personal data (Ardrar Limited 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: 1 Warrington Place, Dublin 2, Ireland.

17. General

17.1 If you breach this agreement and **Ardrar Limited** does not take action against you in connection with that breach at the time, this does not prevent **Ardrar Limited** from taking action against you in the future.

17.2 We may amend, vary or add to these Terms at any time by providing you with notice in writing of such changes. This notice will indicate where you may view or obtain a copy of the new Terms. If any variation, addition or amendment is unacceptable to you, you may terminate the Agreement in accordance with condition 4, otherwise you will be deemed to have accepted the new Terms.

17.3 The Agreement is personal to you and therefore may not be assigned or transferred by you to any other person without our prior written consent. Ardrar Limited has the right to assign the Agreement to any company or person. Any unauthorized assignment of the Works or the Products by you to a third party, for commercial or personal use, is expressly prohibited.

17.4 No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

17.5 If any provisions of these Terms are held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

17.6 By entering into this Agreement with Ardrar Limited, you shall be deemed to have obtained all such licences and consents as are required to allow Ardrar Limited to lawfully undertake the Works. If you have failed to obtain all necessary licences and consents required you will indemnify Ardrar Limited for all loss or damage suffered and shall remain responsible for all work done and materials supplied on a quantum merit basis.

17.7 Any notice or account sent by ordinary post relating to the Agreement shall be deemed to have been received on the day that is the 2nd 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 Ardrar Limited by electronic mail or by post. Any notice required or permitted to be given by the Customer

shall be in writing addressed to Ardrar Limited, 1 Warrington Place, Dublin 2, Ireland or such other address or electronic mail address as may be provided to the Customer by Ardrar Limited from time to time.

18. Definitions

“Agreement” means the agreement between you and Ardrar Limited in respect of the Works, including these Conditions, the Memorandum of Agreement and any Quote;

“Deposit” means the deposit to be paid by you to Ardrar Limited prior to commencement of the Works, as notified to you by Ardrar Limited in the Quote and/or the Memorandum of Agreement;

“ESB” means the Electricity Supply Board, EirGrid or such other authority from time to time which is responsible for approving and managing any and all matters (including but not limited to the Works) relating to the provision of electrical power, the Irish electricity network and electric power installations generally;

“Health and Safety Laws and Standards” means:

(a) the applicable requirements of health and safety legislation in Ireland including, but not limited to, the Safety Health & Welfare at Works Act 2005 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

(c) all relevant safety standards applicable in Ireland;

“Installation Engineer” means a qualified and experienced engineer engaged by Ardrar Limited to carry out the Works;

“Memorandum of Agreement” means the document entitled ‘Memorandum of Agreement’ that has been executed by the Customer and Ardrar Limited and which contains the description and specification of the Works, among other details;

“Quote” means the sales quotation provided to you in respect of the Works (and including all other parts, material and labour required to install the Solar Products) via hard copy and/or email;

“Planning Authority” means any statutory body or bodies as may for the time being be responsible for or regulate or control planning and development of the Property, public health, drainage and other such matters;

“Price” means the total price you must pay for the Works as set out in the relevant Quote and/or the Memorandum of Agreement;

“Products” means the products and equipment to be provided and installed at the Property as part of the Works, including but not limited to the Solar Installation;

“Property” means the address shown on the Quote at which the Works are to be carried out;

“Solar Installation” means the Ardrar Limited Solar Photovoltaic System for the generation of electricity to be installed at the Property as part of the Works;

“Ardrar Limited Technical Assessor” means the qualified and experienced assessor engaged by Ardrar Limited to carry out an assessment on the Property prior to commencement of the Works;

“Technical Assessment” means the assessment of the Property to be carried out by a Ardrar Limited Technical Assessor prior to commencement of the Works in accordance with the provisions of clause 3;

“Terms” means these terms and conditions;

“Works” has the meaning given thereto in clause 2.1;