

HEAT PUMP SERVICE AGREEMENT (this "Agreement")

By signing up to this Agreement, 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. The Privacy Notice which applies to this Agreement is provided at Annex 1 of this Agreement and is located at www.bordgaisenergy.ie/resources/data-protection.

The Privacy Notice does not form part of the contract between you and Bord Gáis Energy Limited.

BY ORDERING COMPLETE HEAT PUMP SERVICE YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ THESE AND ALL OTHER TERMS OF THIS AGREEMENT CAREFULLY.

1. COMPLETE HEAT PUMP SERVICE

- 1.1. Complete Heat Pump Service includes a Heat Pump Service and a Heat Pump Safety Check (as described in clause 2 below) for each Contract Year during the term of this Agreement. If a Heat Pump Service or Heat Pump Safety Check identifies that a part or additional labour is required to repair the Installation, this is not covered by Heat Pump Service and will be quoted for separately.
- 1.2. The price of the Heat Pump Service (as set-out on our website from time to time or as notified to you in the annual notification reminding you of your annual Heat Pump Service Visit) is for Installations that do not exceed 25kW output. Heat Pump Service does not include any of the exclusions referred to in clause 9.

2. SCOPE OF COMPLETE HEAT PUMP SERVICE

2.1. Heat Pump Service

The service engineer will complete a service report based on their inspections. The service and visual inspections on the Installation will be carried out in accordance with the manufacturer's instructions, where available, including the following tests and checks where applicable: -

Indoor Unit Checks

- 1.General Condition, Noise & Vibration;
- 2.Check Interface for Faults;
- 3.Isolate, check and clean filter/Magnaclean on hydrobox;
- 4.Check backup heater operation & record running current;
- 5.Check / Recharge heating Expansion Vessel;
- 6.Check Heating Safety Valve;
- 7.Check DHW Safety Valve;
- 8.Check DHW Expansion Vessel;
- 9.Check & Record Energy Data
- 10.Check Bypass & adjust if required (12L,Single Fan. 15L Twin);
- 11.Check / Recharge Water Pressure (1.2Bar);

Outdoor Unit Checks

- 1.General Condition, Noise & Vibration;
- 2.Check Isolator and electrical connections;
- 3.Check Supply Voltage;
- 4.Check Compressor Running Current;
- 5.Check Operation of Crankcase Heater;
- 6.Check Fan Motor Running Current;

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

2.2. Heat Pump Safety Check

During a Heat Pump Service Visit, a service engineer will check the integrity of the Installation in accordance with the manufacturer's instructions and F-Gas Regulations.

3. TERM OF THIS AGREEMENT AND TERMINATION

3.1. **Term:** This Agreement will continue in force from year to year from the date on which this Agreement comes into effect in accordance with clause 3.2, unless you terminate it by giving us notice in accordance with clause 3.6, or we may terminate it by giving you notice in accordance with clause 3.9 or 3.10. Upon termination of this Agreement, Bord Gáis Energy will have no further obligations to you in respect of the Installation or otherwise under the terms of this Agreement.

3.2. **Commencement:** When you order Complete Heat Pump Service, we may run a credit check against you and perform an eligibility check on your Installation at a time and date agreed with you. If we choose to carry out either or both checks and they are satisfactory to us, this 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 Installation is suitable for Complete Heat Pump Service.

If the credit check and the full eligibility check on the Heat Pump are satisfactory to Bord Gáis Energy, the service engineer will carry out the Heat Pump Service Visit on the date agreed between you and Bord Gáis Energy. If the credit check is unsatisfactory but the Installation is suitable, we may at our sole discretion enter into an Agreement with you subject to receiving upfront payment for all work and parts/components.

The Repair Visit will be conducted during normal working hours (8am to 5pm Monday to Friday and 8am to 4pm on Saturdays, excluding bank holidays and public holidays in Ireland), unless otherwise agreed.

3.3. **Your Responsibilities:** It is your responsibility to:

- (a) ensure safe access to your Property, which includes providing safe and full access to the Installation_ - this will include circumstances where we determine that the Installation is inaccessible, due to the enclosure or compartment in which it is located, so as to not impede the service engineer from commencing or continuing with the Heat Pump Service Visit;
- (b) provide the service engineer with the necessary access to the Property at the time of our appointment(s) to carry out the Heat Pump Service Visit;
- (c) ensure that no Health and Safety issue exists which would mean it would be inappropriate, unsafe or otherwise unsuitable for the Heat Pump Service Visit to commence or continue; and
- (d) ensure there is electricity to allow the Heat Pump Service Visit to be completed.

In circumstances where we are not in a position to proceed with a Heat Pump Service Visit due to (a) (b) (c) or (d) above, we will inform you of this and you will be deemed to have cancelled your appointment and a cancellation fee of €30 will be charged. In such circumstances, if the issue preventing the Heat Pump Service Visit from proceeding or continuing is removed and the appointment is rescheduled by you within 10 working days of the original Heat Pump Service Visit, we will refund the cancellation fee of €30. It is your responsibility to arrange another appointment.

It is also your responsibility to take care in or around areas where work is taking place during a Heat Pump 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. **Cooling-off Period** You may cancel this Agreement within fourteen (14) working days of receiving these Terms and Conditions, without giving a reason and without charge by calling our customer contact team on 01 6110145 or by email to homecare@bordgais.ie, unless the Heat Pump Service Visit has been carried out before the end of this period with your agreement.

3.5. **Annual Notification:** We will send you a letter of notification annually, prior to the Annual Service Date, to arrange a time for a Heat Pump Service Visit. We may increase the charges for Complete Heat Pump Service from time to time, provided that notice of the new charge rate is included in the letter of notification reminding you of your annual Heat Pump Service Visit.

3.6. **Cancellation of your Heat Pump Service Visit:** You can cancel a Heat Pump Service Visit without charge up to 24 hours in advance by calling our customer contact team on 01 6110145 or by email to homecare@bordgais.ie. The Heat Pump Service Visit may be rescheduled by you at the time of cancelling it, or at a later date during the term of this Agreement. If you cancel

less than 24 hours before the time of the Heat Pump Service Visit, we may charge you a cancellation fee equal to €30.

3.7. **Your Rights to Termination this Agreement:** If you no longer wish to have your Installation serviced by Bord Gáis Energy after the initial term (the yearly anniversary of the date of the commencement of this Agreement as determined by clause 3.2 above), you may terminate this Agreement:

- (a) by calling our customer contact team on 01 6110145; or
- (b) by electronic mail to homecare@bordgais.ie

but in either case, prior to the earlier of:

- (a) the Annual Service Date; or
- (b) within fourteen (14) days after the date of the notification reminding you of your annual Heat Pump Service Visit.

3.8. If you fail to terminate this Agreement in accordance with clause 3.6, where you have chosen to pay for Complete Heat Pump Service by having the cost charged to your Bord Gáis Energy Heat Pump services bill, we have the right to charge your Bord Gáis Energy services bill after the Annual Service Date the full amount payable for Complete Heat Pump Service (as set out in the letter of notification reminding you of your annual Heat Pump Service Visit); or

3.9. **Our Rights to Terminate this Agreement:** We shall be entitled to terminate this Agreement at any time by giving you notice in writing if:

- (a) you fail to book a Heat Pump Services Visit within 14 days following the Annual Renewal Notice;
- (b) you default in making any payment due to us;
- (c) 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 this Agreement to continue or commence;
- (d) in the opinion of a service engineer, your Installation can no longer be maintained in good working order by the provision of replacement spare parts or your Installation is damaged beyond economic repair otherwise than through default of Bord Gáis Energy; or
- (e) where we have been unable to carry out a Heat Pump Service Agreement due to a failure to satisfy any one of the requirements in 3.3 (a) – (d) and remedy the issue to our satisfaction within twenty (20) days.

3.10. We shall otherwise be entitled to terminate this Agreement at any time without reason by giving you seven (7) days' notice.

3.11. Upon termination of this Agreement, Bord Gáis Energy will have no further obligations to you in respect of the Installation or otherwise under the terms of this Agreement. Any unearned payment made to Bord Gáis Energy under this Agreement prior to its termination under clause 3.9 or 3.10 will be refunded to the Customer on a pro rata basis.

4. PRICE PAYABLE BY YOU

4.1. **Price of Complete Heat Pump Service:** Subject to clauses 4.2, 4.3 and 4.4 below, the annual amount payable by you for Complete Heat Pump Service is as set out on our website from time to time or as notified to you in the Annual Renewal Notice.

4.2. **Price of Other Work:** The cost of work outside of the scope set out in clause 2, including additional inspections, repairs and the replacement of any parts/components will be charged to you separately and will not be included in the price of Complete Heat Pump Service. Installations that have not been serviced on a regular basis and/or are in a poor condition may also need additional work and time.

4.3. Where possible, the service engineer will advise you of any required labour outside the scope in clause 2 and will provide you with an estimate of the costs for this required labour. The service engineer will only then proceed with labour outside the scope of this Agreement upon your agreement. We will charge you for any additional required labour outside the scope of set out in Clause 2 above in 15 minute units. You can check the current applicable rates on the Bord Gáis Energy website at www.bordgaisenergy.ie from time to time or by calling our customer contact team on 01 6110145. The price of Complete Heat Pump Service and all other prices quoted to you are inclusive of VAT at the applicable rate from time to time.

- 4.4. Complete Heat Pump Service does not apply to any of the matters described in clause 9. If Bord Gáis Energy reasonably determines that any defect or malfunction in respect of the Installation was the result of matters referred to in clause 9, you must separately pay Bord Gáis Energy in full for all labour costs at the applicable rates, in respect of work undertaken to address such a defect or malfunction.

5. PAYMENT TERMS

- 5.1. Complete Heat Pump Service must be paid for using credit or debit card. We will ask for your payment details when you book your initial Heat Pump Service Visit.
- 5.2. Where additional work is required under clause 4.2, this will be submitted in a separate invoice specifying the accepted payment methods. As specified in clause 3.2, we reserve the right to charge you for work upfront if the result of any credit check is unsatisfactory.
- 5.3. If you do not pay us any sum due under the Heat Pump Service Agreement when due, we may charge you a late payment fee equal to 5% of the then due payment.

6. PROVISION OF SPARE PARTS

- 6.1. The service engineer may, during the Heat Pump Service Visit, identify a part/component failure or potential failure. The service engineer will advise you of the cost to supply and fit any replacement any parts/components and if necessary, but subject to your approval, will supply and fit adequate replacement parts/components, subject to their availability.
- 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 or incorrect parts supplied by the supplier or manufacturer.
- 6.4. Any parts/components which are removed from your Installation by the service engineer will, unless you specify otherwise, be left with you and not removed from the Property. If you do retain the part, please retain it until you are satisfied that the fault has been eliminated to allow for re-testing, in the event of a further fault arising with your Installation.
- 6.5. For the avoidance of doubt, we will not fit replacement parts/components not supplied by us.

7. WARRANTY FOR WORK CARRIED OUT UNDER THIS AGREEMENT

- 7.1. All work undertaken by the service engineer while carrying out a Heat Pump Service Visit carries a thirty (30) day recall from the date on which the work is carried out by the service engineer. Subject to the other provisions of this clause, if you have any problems with the Installation in the 30 day period after the work has been done, there will be no call out charge applied if the service engineer must call back to the Property. However, if, when the Service Engineer calls back, the service engineer identifies a problem with the Installation that is not related to the Heat Pump Service previously carried out, the service engineer will advise you of the cost of the labour and any replacement parts/components necessary to rectify the matter. Subject to your approval, the service engineer will then fix the problem and you will be charged for the time it takes for the service engineer to rectify the matter and for the cost of any necessary parts/components.
- 7.2. With regard to the supply of any replacement parts/components and of any other materials supplied as part of the Heat Pump Service, we warrant that at the time of installation the replacement parts/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 Heat Pump Service, we shall comply with same.

8. WARRANTIES AND REPRESENTATIONS

- 8.1. With regard to the Heat Pump Service, we warrant that:
 - (a) the service engineer has the necessary skill, training, qualification and experience to carry out the works pursuant to this Agreement; and
 - (b) the service engineer will carry out the Heat Pump Service with due skill, care and diligence PROVIDED ALWAYS that where the service engineer has complied with all the manufacturer's instructions and guidelines Standards and Codes of Practice, the service engineer shall be regarded as having met the appropriate standard of skill, care and diligence.

8.2. In addition to the warranties set out in clauses 8.1, but subject to clause 8.4 below, we will, within a period of 12 months (unless otherwise specified by the manufacturer) from the date of completion of the Heat Pump Service, repair or replace free of charge any faulty replacement parts/components supplied by us under this Agreement. This shall apply only to defects which appear within a period of 12 months (unless otherwise specified by the manufacturer) from the date that the parts/components were replaced and provided that any such defect is notified to Bord Gáis Energy in writing within 21 days of when you become or ought reasonably to have become aware of the defect. Your rights under this clause 8.2 are in addition to and not in substitution of your rights at law.

8.3. You represent and warrant to us that:

- (a) you are the owner of the Property or have full power and authority to execute and deliver this Agreement and to comply with the provision of, and perform all of your obligations and exercise all of your rights under this Agreement;
- (b) all consents, licences, approvals and authorisations required in connection with the entry into, performance, validity and enforceability of this Agreement have been obtained and are in full force and effect; and
- (c) you will perform your obligations and exercise your rights under this Agreement in accordance with all applicable laws and regulations.

8.4. We will not be responsible or have any liability for:

- (a) The following faults or defects or any work required to rectify same (including, for the avoidance of doubt, during the 30 day review period):
 - (i) any defect or damage occurring from a failure of the electricity or water supply;
 - (ii) failure of the circulating pump due to water leaking from the isolating valves or the connecting pipe-work or components;
 - (iii) any defects or inadequacy attributable to the original design of the central heating system, including but not limited to pitching, sludging of water, limescale formation;
 - (iv) defects or malfunctions due to faulty materials or workmanship in manufacture;
 - (v) any defect or malfunction which arises as a result of any other cause not due to the neglect or default of Bord Gáis Energy;
 - (vi) 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;
 - (vii) any consequential or indirect loss suffered because of water leaks and/or a breakdown of the Installation and the cost of putting right faults caused by damage or not using the appliance, or of interim supply of heat through other means;
 - (viii) any defect caused through malicious or wilful action, negligence, misuse or third party interference;
 - (ix) any defect or damage occasioned by fire, lightning, explosion, flood, storm, tempest, frost, impact or other extraneous cause;
 - (x) any modification, adjustment or repair to the Installation by a third party;
 - (xi) 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 or fuel contamination;
 - (xii) any defect or damage or detrimental effect due to the incorrect fuel supply by a third party;
 - (xiii) any defect or damage or detrimental effect caused 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 from time to time; and/or
 - (xiv) Any pollution caused as a result of the Installation, including but not limited to, loss of F-Gas supply lines or system.

(b) Any loss of F-Gas caused by third party interference.

9. EXCLUSIONS TO COMPLETE HEAT PUMP SERVICE

9.1. This Agreement does not include repair or replacement of the Installation or any part thereof in the event of parts/components not being reasonably available. If the Installation cannot be repaired because of the lack of available parts/components, this Agreement shall be terminated and any unearned payment made to Bord Gáis Energy prior to termination under this clause 9.1 will be refunded to the Customer on a pro-rata basis.

9.2 As part of this Agreement (including, for the avoidance of doubt, the 30 day recall period) we will not provide any of the following services:

- (i) adjustments to time and temperature controls;
- (ii) the replacement of decorative parts, casing and body of Installation including all heat-exchangers and the Installation shell;
- (iii) refilling central heating system with water and venting radiator or cylinder circuit;
- (iv) de-scaling and any work arising from hard water scale deposits or from damage caused by aggressive/corrosive water;
- (v) de-sludging of the Installation;
- (vi) air lock of the Installation (included in the initial Heat Pump Service Visit only);
- (vii) any draining down of the system and the replacement of the pump isolating valves or their replacement due to noise or leakage;
- (viii) work on the fabric of the building or any associated pipe-work to;
- (ix) work on any pumps in inaccessible locations;
- (x) work on any domestic water services including the cold water supply tank, its feed, outlets, overflow and the hot water cylinder;
- (xi) the following replacement parts: electrical rewiring, external programmers/time clocks, radiators, room thermostats, radiator valves, external motorised valves, expansion tanks or cylinders, external expansion vessels, pipework and conventional/balanced flues or chimneys;
- (xii) work on the electrical immersion element of the central heating installation;
- (xiii) issues that arise due to insufficient F-Gas in the system; and/or
- (xiv) any other exclusions that are brought to your attention by us prior to the commencement of the Heat Pump Service.

9.3 In certain circumstances we may be able to carry out work set out above for additional charges in accordance with clause 4. The service engineer will confirm to you whether we are able to provide any such work and the cost associated with such work. **ASSIGNMENT**

If ownership of the Property changes, the new owner shall have the benefit of this Agreement for the remainder of the Contract Year for which the annual payment has been made. After the expiry of the current Contract Year, the new owner will need to enter into a new Heat Pump Service Agreement with Bord Gáis Energy if they want to continue to receive Complete Heat Pump Service or any of our other Heat Pump products. No refund will be made for any unexpired part of the Contract Year for which the annual payment has been made.

11. CONDITION OF THE INSTALLATION

11.1. Servicing of an Installation does not imply that it is manufactured or installed satisfactorily or to the prevailing standards or regulations. We do not accept responsibility for any inadequacy attributable to the original design or installation of the Installation and make no warranty as to fitness for purpose or condition.

11.2. We do not accept responsibility or liability for the quality or condition of any existing equipment in the Property (including, without limitation, any equipment, pipework, cables, connections, fill lines, controls, water supply pipes, electrical cables).

12. NOTICE OF HAZARD

12.1. We may issue a Notice of Hazard in a number of different circumstances including, without limitation, where, in the opinion of the service engineer (i) Type A: the Installation does not conform to standard but is safe to continue to use pending rectification; (ii) Type B: the Installation does not conform to standard and is considered unsafe and requires immediate isolation of the appliance pending rectification; (iii) Type C: the Installation at the premises is suspected of causing or is at immediate risk of causing a pollution. Where an F-Gas leak has occurred you are required to inform your local authority environmental department immediately.

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

12.3. Where we have issued a Notice of Hazard or documented a fault on the service report, identifying remedial action in respect of the Installation, but in the opinion of the service engineer, it is safe to continue with the Heat Pump Service without you first taking the recommended remedial action, it is solely your responsibility to take the recommended remedial action following the

Heat Pump Service. We will, if possible, provide you with an estimate of the likely time required and cost involved to complete the recommended remedial action. It may also be possible to arrange with the service engineer for this recommended remedial action to be carried out by us at a later date.

- 12.4. Where, in the opinion of a service engineer there is a Health and Safety or non-conformance to standard issue (which will be detailed in the Notice of Hazard where relevant) in respect of the Installation that means it is inappropriate, unsafe or otherwise unsuitable for the service to be completed, we may terminate this Agreement. In such circumstances, we will charge you a cancellation fee equal to €30. 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.
- 12.5. 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:
- (a) carry out any remedial work recommended to you in a Notice of Hazard or
 - (b) 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 or service report.

13. USE OF SUBCONTRACTORS

We reserve the right to use sub-contractors to carry out all or any part of the works to be provided pursuant to this Agreement.

14. GENERAL LIMITATIONS OF OUR OBLIGATION

- 14.1. We shall not be liable if any work is carried out on the Installation by any other party, other than by us or a subcontractor acting on our behalf. 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 Installation, appliance or system by any party other than Bord Gáis Energy.
- 14.2. 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 the Customer or its agents.
- 14.3. 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 this Agreement.
- 14.4. 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 Installation 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.

15. QUALITY AUDITING

We may request to carry out random quality audits on the work carried out on your Installation both during and after the completion of the Heat Pump Service. Bord Gáis Energy will notify you by telephone of any such request.

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:

- by calling our customer contact team at 01 6110145 ;
- by email to info@bordgais.ie or through our website at www.bordgaisenergy.ie; or
- by letter to Customer Care, Bord Gáis Energy, PO Box 10943, Freepost F4062, Dublin 2.

17. GENERAL

17.1. **Notices:** Any notice or account sent by ordinary post pursuant to this 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 Heat Pump 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.

17.2. **Amendments:** We reserve the right to change the Terms and Conditions of this Agreement at any time. We will publish details of any changes on the Bord Gáis Energy website at www.bordgaisenergy.ie as soon as is reasonably possible prior to the changes being introduced.

17.3. **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 this Agreement or by law or operate as or be deemed to be a waiver of any breach, right or remedy under this Agreement or provided by law.

17.4. **Severance:** If at any time any provision of this 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:

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

17.5. **Governing Law:** This Agreement shall be governed by and construed in accordance with Irish law. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.

17.6. **Entire Agreement:** The Parties acknowledge that this Agreement constitutes the complete agreement between the Parties and supersedes all and any prior understandings, agreements, representations or communications whether written or oral between the Parties relating to the subject matter hereof.

18. GLOSSARY

"**Annual Service Date**" means the yearly anniversary of the date of the first Heat Pump Service Visit;

"**Annual Renewal Notice**" means the notice notifying you of your Annual Service Date

"**Bord Gáis Energy**", "**us**" or "**we**" means Bord Gáis Energy Limited, a company incorporated in Ireland with registration number 462078 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, including the service engineer;

"**Centrica Group**" includes companies such as those using the British Gas, Scottish Gas and Dyno Gas brands;

"**Complete Heat Pump Service**" means the services described in clause 2;

"**Contract Year**" means the period of one year commencing on the date of this Agreement and each year thereafter commencing on the anniversary of such date, until this Agreement is validly terminated;

"**Customer**" or "**you**" means the customer(s) who makes this Agreement with us, and includes a person who we reasonably believe is acting with your authority or knowledge;

"Heat Pump Safety Check" means a safety check of an Installation as described in clause 2.2;

"Heat Pump Service" means a service of an Installation, including a Heat Pump Safety Check as described in clause 2.1;

"Heat Pump Service Visit" means a call-out by a service engineer to perform a Heat Pump Service;

"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 there under from time to time;
- (b) the Building Control Acts 1990 and 2007 and any relevant Building Regulations made there under and any Building Regulations Technical Guidance Documents;
- (c) all relevant Codes of Practice, Guidelines and technical documentation/specifications prepared by ETCI;
- (d) System Supplier/Product Manufacturer Instructions and Guidelines; and
- (e) industry best practice;

"Installation" means the Heat Pump, Compressor, support base for the Heat and fill lines;

"Notice of Hazard" means a notice issued to you to advise of a defect of an Installation which might affect the safety of 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 Heat Pump Service;

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

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

Privacy Notice: Heat Pump Repair & Heat Pump Service

1. Bord Gáis Energy and your personal information

This is the Bord Gáis Energy Limited Heat Pump Repair and Heat Pump Service Privacy Notice. For all heat pump repair and heat pump services provided by us, the data controller is Bord Gáis Energy Limited. Bord Gáis Energy Limited is part of the Centrica group.

All of our Privacy Notices are located at www.bordgaisenergy.ie/dataprotection.

2. Personal information we collect

We collect the following types of personal information from you:

- a) Your contact details:** information that allows us to contact you directly and to deliver goods to you or to visit to carry out a service/repair/ - your name, email address, telephone number and addresses associated with your account.
- b) Details of other people linked to your account:** if you have nominees, executors, or people with a power of attorney, their details will be linked to your account.
- c) Payment information and account history:** purchase history, credit/debit card details and bank account details you provide to make payment for the products and services you purchase from us; your payment method and history.
- d) Previous service information:** information about previous use of services at your address so that we can determine when your heat pump system was last serviced/repared/ works were carried out.
- e) Records of your discussions with our customer support teams, including call recordings:** when you share comments and opinions with us, ask us questions or make a complaint, including when you phone us, we will keep a record of this. This includes when you send us emails, letters phone our support team or contact us through social media.
- f) Identification information:** identification documents may be requested by us on occasion when dealing with customer queries.
- g) Credit information:** information that allows us to understand your creditworthiness.
- h) Lifestyle and demographic insight information:** we use regional demographic information to determine what products or services customers may be interested in.
- i) Responses to surveys, competitions, and promotions:** we keep records of any surveys you respond to or your entry into any competition or promotion we run.
- j) How you use mobile applications and websites:** when you use our applications or websites, we collect information about the pages you look at and how you use them, your device type, operating system and browser type.

k) Location information: your smartphone or computer's IP address may tell us an approximate location when you connect to our websites, but this will be no more precise than the city, county or country you are using your device in.

l) Advertising and Direct Marketing: information about how you respond, or interact with, any direct marketing or advertising communications directed to you, including any requests for these communications to stop.

You're not required to provide any of the personal information described above to us, however, if you do not do so, you may not be able to set up an account with us, or the functionality of our products or services may be reduced.

3. What do we use your personal information for?

We process some of your personal information to fulfil the contract between us:

Purpose	Personal information used
Heat pump service and repairs and maintaining your account	<ul style="list-style-type: none"> All the data listed in categories a-g of section 2 above
Billing you and taking payment for our products and services	<ul style="list-style-type: none"> All the data listed in categories a-g of section 2 above
Answering your queries or complaints	<ul style="list-style-type: none"> All the data listed in categories a-g of section 2 above
To deliver service communications	<ul style="list-style-type: none"> Your contact details and account history
Debt collection and debt management	<ul style="list-style-type: none"> All the data listed in categories a-g of section 2 above

As a licensed supplier of electricity and natural gas we are required to comply with the conditions of our licence and the obligations outlined in the [Commission for Regulation of Utilities, Electricity and Gas Supplier Handbook](#). We process the following personal information because we have other legal obligations to do so:

Purpose	Personal information used
Detecting, preventing or investigating crime or suspected crime	<ul style="list-style-type: none"> All the personal information we collect
Attending to emergency situations (including gas leaks)	<ul style="list-style-type: none"> Contact details Account information and details of other people linked to your account

	<ul style="list-style-type: none"> Vulnerability information (e.g. if you are a listed as a Special or Priority Services customer)
Complying with obligations imposed by our regulators	<ul style="list-style-type: none"> The personal data we use will depend on the nature of the issue but will often include all the data listed in categories a-g of section 2 above
Internal and statutory audits. This includes our requirement, as an obligated party, to comply with the Energy Efficiency Obligation Scheme as set out in S.I. No. 131/2014.	<ul style="list-style-type: none"> All personal information we collect as listed in Section 2

We process the following personal information to ensure our customers, staff or agents are protected from harm:

Purpose	Personal information used
Health and Safety of our customers, staff and contractors	<ul style="list-style-type: none"> Account information Account service history Records of your discussions with our customer support teams

We process the following personal information because we have a legitimate interest to do so:

Purpose	Personal information used
Maintaining and improving our products and services e.g. optimising pricing structures and business operations, analysing performance of advertising and marketing	<ul style="list-style-type: none"> All the personal information we collect as listed in Section 2 (but not your payment details)
Staff training	<ul style="list-style-type: none"> All the personal information we collect as listed in Section 2 (but not your payment details)
Developing new products and services, and determining products and services that may be of interest to you e.g. by understanding demographics to determine the most relevant products and services for customers' needs	<ul style="list-style-type: none"> All the personal information we collect as listed in Section 2 (but not your payment details)
Market surveys, research and analytics	<ul style="list-style-type: none"> All the personal information we collect as listed in Section 2 (but not your payment details)
Direct marketing our similar products and services (only in accordance with your	<ul style="list-style-type: none"> Contact details Marketing preferences set by you

marketing preferences, and you will always be given the opportunity to unsubscribe)	<ul style="list-style-type: none"> • Purchase history
Making credit decisions	<ul style="list-style-type: none"> • Contact details • Payment information and account history

We process some of your personal information because you have provided your consent to the processing, however you may revoke your consent at any point, by contacting us at dataprotection@bordgais.ie or Data Governance Officer, Bord Gáis Energy Limited, PO Box 10943, Dublin 2, or at www.bordgaisenergy.ie/dataprotection/#opt-out:

Purpose	Personal information used
Direct marketing a wider range of our products and services or those of third parties (only in accordance with your marketing preferences, and you will always be given the opportunity to unsubscribe) e.g. where you are a member of our Rewards Club	<ul style="list-style-type: none"> • Contact details • Account information and history • Rewards information • Purchase and account history

Where we process your personal data so you can't be identified any more

We may anonymise and aggregate any of the personal data we hold (so that it does not identify you). We may use anonymised and aggregated information for purposes that include testing our IT systems, research, data analysis, improving our site, apps and developing new products and services.

4. Sources we collect your personal information from

We'll collect personal information from the following sources:

- **Directly from you:** when you set up an account with us, purchase products or services from us, submit information via our websites or apps, complete forms we provide to you, enter our competitions and promotions, make a complaint, contact us by phone, email or communicate with us directly in some other way.
- **Other entities/companies we work with:** provide us with information to help us deliver our products and services to you. These include:
 - **Contracted service engineers:** these entities will provide us with information about your boiler and services carried out by them so that we can manage your account.
 - **Companies in the Centrica group:** who may provide relevant information about the products and services bought from them.
 - **Payment services providers:** if you authorise a third party to process your payments, payment information will be provided to us from that third party.
 - **Other companies' apps and products:** provide us with information if you connect them to our products or services, including social media providers

5. Who we share your personal information with

We share personal information with the following parties. We always have contracts in place with these entities, obligating them to protect your data:

- **Contracted service engineers:** so that they can book appointments with you and provide the services that you request.
- **Companies in the Centrica group:** to provide a service to you, and for cross-marketing activities, in accordance with your marketing preferences.
- **Any party approved by you:** including, if you take part in the Bord Gáis Energy reward or loyalty schemes, or if you ask us to transfer your data to another company.
- **Advertising/Marketing partners:** so that we can run advertising campaigns and conduct market research and analysis. This may include social media sites such as Facebook, Instagram, Twitter and Google Ads. Any information provided to these third parties will be pseudonymised by hashing so that your information cannot be directly identified.
- **Other service providers and advisors:** companies that support our IT, help us analyse the data we hold, process bills and payments, send communications to our customers, provide us with legal or financial advice, carry out debt collection services and customer satisfaction/experience surveys.
- **Purchasers of our business:** buyers or prospective buyers who we sell or negotiate to sell our business to.
- **Government bodies or our regulators:** where we are required to do so by law or to assist with their investigations or initiatives, or are part of industry information sharing schemes, including the Data Protection Commission, Commission for Regulation of Utilities, Sustainable Energy Authority of Ireland (SEAI), and the Central Bank of Ireland.
- **Industry supervisory bodies:** we may pass your information on to organisations that supervise the industry, like Registered Gas Installers (RGI) and the National Electrical Contractors Ireland (NECI).
- **The Garda Síochána and law enforcement agencies:** to assist with the detection, investigation prevention and prosecution of crime and preventing a threat to national security, defence or public security.

We do not disclose personal information except as set out above. We may provide third parties with aggregate statistical information and analytics about users of our products and services and we will make sure no one can be identified from this information before we disclose it.

6. Direct Marketing

Email, telephone, postal and SMS marketing: from time to time, Bord Gáis Energy or the Centrica group may contact you by email, social media sites, telephone (mobile and landline), post or SMS with information about products and services we believe you may be interested in. We will only send marketing messages to you in accordance with the marketing preferences you set when you create your account or that you tell us afterwards you are happy to receive.

You can also unsubscribe from our marketing by following the unsubscribe instructions in email or SMS communications that we send to you. You can then let us know at any time that you do not wish to receive marketing messages by completing this online web form www.bordgaisenergy.ie/dataprotection/#opt-out or call us on 01 611 01 01. You can opt-out by marketing type (e.g. email, SMS, etc.) as we know our customers may be happy to receive one form of marketing but not another.

7. Tailored advertising and cookies

We work with our advertising partners, including social media sites and providers, to show you advertising about our products and services, and those offered by group companies and services. This takes place on websites or apps where our partners have advertising space or direct marketing to your premises. To do this, some of our advertising partners provide us with aggregated, non-personal geographical and demographic information. Other partners use information about the websites, apps, social media content and ads you interact with or view when connected to the Internet, to make sure the advertising you see is more relevant to you, as well as information which we provide to them. Typically, cookies and similar technologies are used to provide this type of advertising online. You can find out more about cookies and how to manage their use by reading our [cookie notice](#).

8. Profiling, analytics & automated decision making.

We may analyse your personal data using automated means in order to help us understand your needs and to develop our relationship with you. We will also use your information to offer you products and services that we believe you may be interested in. We may also use your consumption data to offer you smart services and products. Where we do this, we will always respect your marketing preferences. We may also use your personal data to make credit decisions regarding you. Where we make solely automated decisions that produces a legal or other significant effect, you will have the right to request a review of that decision and provide information to support any such review.

9. Transferring your personal information internationally

In providing our services, we work with partners which transfer and store data in various regions which include India, the United States of America and the Philippines. As these jurisdictions are outside of the EEA and their privacy laws are considered to be less protective than those within the EEA, we have ensured that appropriate safeguards are in place such as the [European Commission Standard Contractual Clauses](#).

10. How long do we keep personal information for?

We'll keep your personal information for as long as you have an account with us. After you close your account with us we'll keep your personal information for a period to maintain our records, to respond to your queries, for safety reasons, for bill reconciliation purposes and to meet legal and regulatory obligations. The periods that we keep information for are subject to change as required by legal obligations on us. Where a customer has attempted to close their account but there is outstanding debt

or credit balance on the account then these accounts will be classed as current customers and will remain open until the debt is paid.

11. Your rights in relation to your personal information

You've the following rights in relation to your personal information: (i) the right to be informed about how your personal information is being used; (ii) the right to access the personal information we hold about you; (iii) the right to opt-out of receiving direct marketing messages; (iv) the right to request the correction of inaccurate personal information we hold about you; (v) the right to request the blocking or deletion of your personal information in some circumstances and; (vi) the right to request that we port elements of your data either to you or another service provider.

To exercise any of the above rights, or if you have any questions relating to your rights, please contact us by using the details set out in the "Contacting us" section below.

If you are unhappy with the way we are using your personal information you can also complain to the office of the Data Protection Commission:

- by post to the Office of the Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland
- by phone +353 (01) 7650100 or 1800437737; or
- by webform at <https://forms.dataprotection.ie/contact>

12. Contacting Us

We're here to help and encourage you to contact us dataprotection@bordgais.ie, or write to us at: Data Protection Officer, Bord Gáis Energy Limited, PO Box 10943, Dublin 2 or call 01 611 01 01 to resolve your complaint first.

We may update this privacy notice from time to time to ensure it is always up to date and accurate. Any changes we may make to our privacy notice will be posted on this page, and we'll communicate any significant changes to you.

Version dated December 2022.