

Bord Gáis Energy Terms and Conditions of Sale and Installation: EV Charger

These Terms

These are our standard terms and conditions for the sale and installation of your EV Charger. They tell you important information, like who we are, how we will supply and install the EV Charger and what to do if there is a problem. Please read them carefully and we draw your attention to sections 25 (“**Warranty**”) and 26 (“**Our responsibility for loss or damage suffered by you**”).

Privacy

As you have bought an EV Charger from Bord Gáis Energy and arranged for its installation by Bord Gáis Energy, we are a data controller of personal data relating to the sale and installation of the product - you can find our Privacy Notice on how Bord Gáis Energy uses your personal data at: <https://www.bordgaisenergy.ie/resources/data-protection/>

1. Definitions

“**Bord Gáis Energy**” or “**we**” or “**us**” means Bord Gáis Energy Limited, a limited company incorporated in Ireland with company number 463078 and having its registered address at 1, Warrington Place, Dublin 2.;

“**EV Charger**” means the charge point unit to use with a plug-in electric vehicle.

“**consumer**” you are a consumer if you are an individual and you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

“**installation**” means the installation of your EV Charger by us under this agreement. It does not include electrical upgrade work for which separate fees and terms apply.

“**property**” means the building, or part of a building, where the EV Charger will be installed and all the land up to your boundary including any detached outbuildings.

“**Safe Electric**” is the statutory regulatory scheme for electrical contractors operated by the Register of Electrical Contractors of Ireland (RECI) on behalf of the Commission for the Regulation of Utilities.

2. Our contact details

You can contact us by email at BordGaisEnergy@Carcharger.ie

You can also contact our customer service team using one of the options below.

To arrange professional installation of an EV Charger	01 4434472 Mon – Fri 9am – 5pm BordGaisEnergy@Carcharger.ie Mon – Fri 9am – 5pm
To cancel your order	01 4434472 Mon – Fri 9am – 5pm BordGaisEnergy@Carcharger.ie Mon – Fri 9am – 5pm
For general queries	01 443 4472 Mon – Fri 9am – 5pm BordGaisEnergy@Carcharger.ie Mon – Fri 9am – 5pm
To report a fault with your Ford Branded EV Charger	1800 771 199 Mon – Fri 9am – 5pm
To report a fault with your EVBox Branded EV Charger	+441908933922 Mon – Fri 9am – 5pm
To make a complaint about EV Charger Installation	evcharger@bordgais.ie Mon – Fri 9am – 5pm

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

3.1. You can start the ordering process by selecting the “Get Started” button in your “Let’s get your EV Charger set up” email. You will be requested to answer a short online survey about your property and where you wish to locate the EV Charger. Our installation partners will then contact you by phone to complete a more detailed survey (referred to in these terms as a remote survey). If necessary, an on-site survey of the property where you wish to install the EV Charger may be carried out (referred to in these terms as a homecheck).

3.2. We may instruct a third-party sub-contractor (referred to in these terms and conditions as the Contractor) who will install the EV Charger on behalf of Bord Gáis Energy. The Contractor will be a registered electrical contractor who is a member of Safe Electric.

4. Price

- 4.1. The price displayed in the Get Started customer journey comprises the cost of the EV Charger, its installation and VAT, it also takes into account the full benefit (€600) of the Electric Vehicle Home Charger Grant which you can claim from the SEAI. It is your responsibility to apply for the grant prior to the installation work being carried out.
- 4.2. Following the remote survey, the Contractor will issue you with a quote of the works (referred to in these terms as the quote) which will comprise the full cost of the EV Charger, its installation, any additional works deemed necessary during the remote survey and VAT. This will not take into account the benefit of the Electric Vehicle Home Charger Grant from the SEAI. Your quote is valid for 21 days. After this the Contractor may not be able to honour it, and you might need to get another one. All prices include VAT at the current rate.
- 4.3. Any additional works deemed necessary by the Contractor after the quote has been issued (including additional costs identified in a homecheck) will be charged directly by the Contractor.
- 4.4. If only a remote survey is carried out, the Contractor will need to check the accuracy of the information you gave us before they start work. If it turns out that the information you gave was not correct or other unforeseen work is required, they may need to give you an updated quote before starting work.
- 4.5. The price of the products may change from time to time, but this will not affect any orders already accepted by us.

5. How we will accept your order

- 5.1. Our acceptance of your order will take place when you pay your deposit for the EV Charger and installation at which point a contract will come into existence between you and us.
- 5.2. If we are unable to accept your order, we'll let you know why when we carry out the survey or as soon as possible.

6. Summary of your key legal rights

These terms and conditions contain a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Competition and Consumer Protection Commission's website www.ccpc.ie or call **1890 432 432**. In relation to any products, the law requires that goods must be as described, fit for purpose and of satisfactory quality.

7. Cancelling your agreement with us

- 7.1. Cooling off Period - You are entitled to a cooling off period of 14 days from the date of our acceptance of your order during which period you may cancel your order and get a refund.
- 7.2. The right to cancel will not apply once the installation of the EV Charger has been fully completed, because you will have entered into a contract with us and agreed that we can start work during your cooling off period.
- 7.3. If you cancel after work starts, we'll charge you for;
 - work we've already carried out, and/or
 - any goods we've supplied which have already been installed.

and we won't be responsible for undoing any work we've already carried out. We can deduct these costs from any deposit you've paid or bill you for them.

8. Refunds

We will reimburse you within 14 days from the date that you cancel your order.

9. SEAI Grant

- 9.1. SEAI provides a grant of up to €600 for electric vehicle drivers to have an EV Charger installed at their home. You can apply by completing the online form at www.seai.ie/grants/electric-vehicle-grants/electric-vehicle-home-charger-grant/
- 9.2. It is your responsibility to apply for the grant prior to the installation work being carried out, in accordance with the Customer Journey below. The grant will be paid directly to you by the SEAI in accordance with the process outlined below.

10. Customer Journey

- 10.1. The process will be as follows:

- You will place an order for the EV Charger and its installation from us
- We will contact you and carry out a remote survey/homecheck
- We will inform you about the SEAI grant available
- You apply for the SEAI grant online
- We provide a quote for the cost of the EV Charger and installation and request a deposit
- You pay the deposit
- You receive a Letter of Offer from SEAI and provide to us, so work can commence
- We will carry out the work
- We will receive confirmation from the Contractor that work has been completed
- You receive a request for the outstanding amount owing to us and pay immediately.
- When you pay the final amount, we will issue the completion certificate
- You send in completion certificate to SEAI to claim the grant up to €600.

11. Payment Terms

11.1. If we do not receive payment from you of any sum due under these terms and conditions, we will send reminders with further requests for payment. Our final request for payment will notify you that if payment is not received from you within 24 hours, the EV Charger will be locked remotely.

11.2. We will be entitled to charge you a reasonable reconnection fee to unlock the EV charger. Our current charge is €250.

12. Installation Appointment

12.1. We'll confirm an installation appointment time to install your EV Charger. We aren't responsible for installation delays caused by bad weather or any other circumstances beyond our control. If we cannot attend the appointment for any reason, we will contact you to rearrange the appointment at a time suitable for you. We'll install your EV Charger during normal working hours which are 9.00am – 5.00pm Monday to Friday. We may charge extra for installation outside normal working hours, but we will agree any extra charges with you first.

12.2. We will make one visit only to inspect the property and install the EV Charger. Any further visits to the property for the purpose of inspecting the property or installing the EV Charger will be subject to further costs payable to us or directly to the Contractor.

12.3. We allocate 3 hours for each standard installation. If your installation is a standard installation and takes longer than this, you won't need to pay extra. However, if it takes us less time to install your EV Charger you won't receive a price reduction, as we can't re-allocate the Contractor to another job at such short notice.

13. Reasonable Timescales

We'll give you our time estimate for doing the installation and we'll do our best to keep to this, unless something beyond our control means we can't – in which case we'll let you know as soon as possible and arrange a new time.

14. Getting into your property

14.1. For the purposes of carrying out the homecheck and installing the EV Charger, our Contractors will always only work in your home if there's someone 18 years old or older there during the visit. It's your responsibility to give us access to your home. If we can't get access, we won't be able to complete the work and it is then up to you to arrange another appointment and additional charges may apply. Please see below for details.

15. Additional Charges

15.1. Cancelling an installation less than 24 hours before the agreed installation date will incur a charge of €100.

15.2. We may charge you an administration fee of €30 to rearrange your appointment if we are unable to carry out the installation because we cannot get access or there is no one over the age of 18 at home (see Getting into your home section above)

16. No compensation

We won't pay any compensation if we're unable to complete the installation of your EV Charger during the appointment. However, we'll make another appointment with you for a time that suits to complete the work at no extra cost.

17. Reasonable care

We'll take reasonable care to carry out the installation without causing unnecessary damage to your property. However, the installation (including removing or dismantling existing fixtures and fittings) may cause damage and certain areas may need to be redecorated after we finish the installation. This is your responsibility and is not included in the purchase price of your EV Charger.

18. Working in dangerous or unsafe conditions

- 18.1.** We won't start or continue doing any work in your home if we believe there's a health and safety risk, for example hazardous chemicals, pest infestations, verbal or physical abuse, or harassment. We won't return to finish the work until that risk is gone.
- 18.2.** If any asbestos needs to be removed, you'll need to arrange and pay for a contractor to remove it. As part of this process, you will also need to get a clearance certificate from an independent competent analyst which you'll need to show us before we can start work in your home.

19. Changing your Appointment Time

- 19.1.** If you would like to change your appointment time, you can do so free of charge at any time up to 24 hours before the scheduled appointment time. Please call us on 01 443 4472 to cancel your appointment and to arrange a new time. If you cancel your appointment within 24 hours of your original appointment time additional charges may apply. Please see below for details.

20. Installation Requirements

- 20.1.** We can only install the EV Charger if:
- The electrical capacity (e.g. main fuse) can support the additional electrical demands of an EV Charger.
 - It's safe to install an EV Charger.
- 20.2.** We will not carry out works including, but not limited to, lifting floorboards, removing panelling or running cable chases in walls.
- 20.3.** Where work is to extend or modify existing circuits, costs included in the quote assume existing circuits are safe and in adequate condition. Any works required to bring these circuits up to standard will be at additional cost charged directly by the Contractor to you.
- 20.4.** No addition or alteration will be carried out to rubber insulated (VIR) or lead sheathed cables
- 20.5.** Where carpet or floor coverings require lifting, all reasonable endeavours will be made to avoid damage and to refit to an acceptable standard.
- 20.6.** Unless agreed in advance, chases to walls, etc will be left un-filled. Final finishing of skim coat plaster and final decoration is excluded.
- 20.7.** If we discover that there are issues which prevent us from installing the EV Charger we will notify you, and you shall have the option to either:
- a) terminate your agreement with us; or
 - b) suspend the agreement until such time as you rectify the issues (at your own expense). If such issues are not rectified within 6 months we may terminate the agreement.
- 20.8.** There'll be an extra charge for any changes or additional work which you ask for, or if there is additional work needed to install your EV Charger. If this happens, we'll explain the reason for the additional work and let you know what the extra charge for the work would be first, so you can decide if you'd like to go ahead.
- 20.9.** The cost of materials and labour associated with running cable underground will be in addition to the costs included in the quote. If there any alterations to the electricity supply to the property are required you must arrange, at your own expense, to have such alterations carried out.
- 20.10.** You may incur additional costs if all information is not disclosed by you for the purposes of the survey.
- 20.11.** If the electrical arrangements or something else at the property means it's unsafe to install an EV Charger, we won't complete the installation until you resolve the issue.
- 20.12.** We don't have to start or continue the installation if we believe that the location isn't suitable or safe for an EV Charger. For example, if the charging lead could create a trip hazard or the charging lead will not remain on your property during charging.
- 20.13.** You'll be responsible for ensuring that before we install your EV Charger that you meet all of the requirements for safe installation of the EV Charger. If we can't carry out the installation because one or more of these requirements have not been met, additional charges may apply.

- 20.14.** We will endeavour to undertake installation work to a clean standard. However, some additional vacuuming and cleaning down of surfaces should be expected afterwards. Any equipment susceptible to damage from dust (e.g. video or computer equipment) must be removed from the work area prior to our arrival.
- 20.15.** We will generally do some limited moving to create access; however, the clearing and / or moving of furniture and other items blocking access to work areas are not covered by the costs included in the quote.
- 20.16.** We use reasonable efforts to ensure that electrical items are plugged back in and in working order before we leave the property, but we will not be held responsible for any losses due to any electrical item not being plugged back in and / or switched on.
- 20.17.** Removal from site and disposal of rubble, materials, general waste and packaging is not included. We may at our discretion, remove old fittings and wiring for responsible disposal.
- 20.18.** If you are not the registered name on the electricity supply account for the property you must obtain and provide to us the electricity supply account holder's written permission to use the EV Charger.
- 20.19.** You must have a designated parking space within the boundary of the property for the vehicle which is to be connected to the EV Charger.
- 21. Our Engineers**
We will send an approved Contractor to carry out the work. All of our approved Contractors carry identity cards.
- 22. Permissions and consents**
It's your responsibility to get any permission needed for the work, as we don't accept liability for unauthorised work, e.g. if you don't own the property, you'll need to get the owner's permission first, or if the property is a listed building you may need planning permission. You'll be responsible for any losses or costs to us if claims are made against us for work carried out without the proper permission.
- 23. Software**
- 23.1.** Once connected to Wi-Fi, your EV Charger may receive over-the-air updates to improve your experience. It may send or receive messages to complete diagnostic checks.
- 23.2.** From time to time the manufacturer of your EV Charger may, acting reasonably, need to make the smart functionality of your EV Charger temporarily unavailable to allow them to carry out maintenance or to implement updates.
- 23.3.** The manufacturer of your EV Charger may make an app available to support its charge points. If wish to have full enjoyment of the EV Charger and download any such app, you will be entering into a separate agreement with the manufacturer, which will govern the use and functionality of that app. You may need to use this app to control the smart functionality of your EV Charger. If this is the case and you don't want to use the app, your EV Charger will still function in manual mode.
- 24. Quality Audit**
- 24.1.** Bord Gáis Energy may request to carry out random quality audits on the work carried out both during the installation visit and after completion of the installation. 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.
- 25. Warranty**
- 25.1. Installation Warranty**
If there is a problem with the work we carried out, within **1 year** of the date we finished the installation, we'll carry out the work again free of charge.
- 25.2. Product Warranty**
If there is a problem with the EV Charger (or parts) we supplied, within **3 years** of the date we finished the **installation**, we will repair or replace the faulty **EV Charger** (or faulty parts) we've supplied free of charge.

If you wish to avail of either the Installation or Product Warranty set out in either 25.1 or 25.2 you must have internet access at your property. This will enable your EV Charger to be remotely accessed to identify any faults. If a fault is identified with the EV Charger which cannot be remedied remotely, we will attend the property to either repair or replace the EV Charger or carry out the installation again. We may charge you a call out fee, if the reason the issue could not be remedied remotely is because you do not have internet access at your property. In order to avail of the

Installation or Product Warranty, you must call the following telephone number 1800 771 199 in the first instance to enable an assessment of the issue to be undertaken and remedied remotely where possible.

25.3. This warranty will not apply if:

- the fault is caused by neglect, accidental or intentional damage or negligence by you or a third party,
- repairs or modifications have been attempted or carried out by an engineer who has not been approved by us,
- we reasonably believe the **EV Charger** has not been used or maintained in line with the manufacturer's instructions,
- fault is caused by unrelated faults with the electrical wiring at your **property** or a fault in the charging system of your electric vehicle, or
- the **EV Charger** is installed in a commercial property.

25.4. This warranty does not affect or replace your statutory rights. If you want independent advice about your rights, you can get in touch with the Competition and Consumer Protection Commission at www.ccpc.ie or 1890 432 432.

26. Our responsibility for loss or damage suffered by you

26.1. We'll take reasonable care to carry out the work without causing damage to your property. If we cause unnecessary damage because of our negligence, we'll put it right.

26.2. We won't under any circumstances, be responsible for;

- a) the cost of repairing any pre-existing faults or damage to your property or electricity supply that we discover during the installation,
- b) any loss caused because you have provided inaccurate or misleading information,
- c) any damage caused if the EV Charger isn't used in line with the manufacturer's instructions,
- d) any problems caused by your or anyone else's smartphone, computer, internet browser or internet connection,
- e) any business loss or damage, such as losing profit, income, business, contracts or goodwill, or
- f) any loss which both sides would not have reasonably expected when we made this agreement.

26.3. Each individual sub-clause in this section 21 applies separately. If a court tells us we can't rely on one of the sub-clauses, the others will still apply.

26.4. Nothing in these terms and conditions affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law. Further, nothing in these terms and conditions affect any of those statutory rights you have as a consumer which may not be excluded or altered.

27. General Terms

27.1. Nobody other than you can benefit from these terms and conditions.

27.2. If you breach any part of this agreement and we don't respond right away, that doesn't necessarily mean we won't do anything about it later on. For example, if we don't immediately ask you for money that you owe us, it won't stop us from asking for it later on.

27.3. If a court tells us a part or clause of this agreement isn't valid the rest of the agreement will still apply.

27.4. All EV Charger products are sold for personal use only and must not be resold.

27.5. The images of the products on the Get Started customer journey are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's colour will match the images on our website. Your product may vary slightly from those images.

27.6. We only sell and install EV Chargers in Ireland. Our website is solely for the promotion of our products in Ireland. Unfortunately, we do not accept orders from or deliver to addresses in Northern Ireland or any other country outside Ireland.

28. Our right to make changes

28.1. Minor changes to the products

We may change any EV Charger product:

- To reflect changes in relevant laws and regulatory requirements
- To implement technical adjustments and improvements

These changes will not affect your use of any EV Charger product.

28.2. Changes to these terms and conditions

If we need to change these terms and conditions, we will put the changes on our website at <https://www.bordgaisenergy.ie/resources/ts-and-cs-evchargers>. If the changes are significant, we'll let you know in writing.

If you are not happy with any of the changes you can cancel this contract by notifying us by email at BordGaisEnergy@Carcharger.ie. The right to cancel will not apply once the installation of the EV Charger has been carried out.

29. Complaints/Queries

If you have any questions or complaints about the EV Charger product or installation, please email us at evcharger@bordgais.ie. We take any complaint seriously and we'll do our best to resolve the issue right away. If we need more time to investigate, we'll let you know and keep you updated.

30. WEEE

If you already have a charging station for your electrical vehicle, our Contractor will take your old electrical vehicle charging station for free. For further information on WEEE please visit <http://bordgaisenergy.ie/resources/weee>

31. Changing your address

It is not possible to reinstall an EV Charger at your new home. If you move to a new house you must leave your EV Charger behind. If you want to install an EV Charger in your new home, please contact us for further assistance.

32. English language

Everything we write to you – including terms and conditions – will be in English.

33. Irish law

These terms and conditions are governed by the laws of Ireland.