

## **HEAT PUMP REPAIR AGREEMENT (the "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](http://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](http://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 HEAT PUMP REPAIR YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ THESE AND ALL OTHER TERMS OF THIS AGREEMENT CAREFULLY.**

### **1. SCOPE OF HEAT PUMP REPAIR**

- 1.1. As part of this Agreement, a service engineer will visit your Property to carry out a Repair Visit. This will involve the carrying out of various tests and checks on the Installation in order to diagnose and where possible, repair the fault.
- 1.2. If the service engineer identifies a fault, they will provide you with a verbal assessment of the fault, an estimate of the time it will take to repair and an estimate of the costs including labour time and any parts/components. Please be aware that sometimes it may not be possible to carry out the repair during the first Repair Visit.
- 1.3. This Agreement is for any Installations that do not exceed 25kW output. This Agreement does not include any of the matters referred to in clause 8.

### **2. TERM OF THIS AGREEMENT AND TERMINATION**

- 2.1. **Commencement:** When you request a Repair Visit, 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 this check and it is satisfactory to us, this Agreement will come into effect from the later of:

- (a) the date that we notify you that the credit check is satisfactory to us; or
- (b) the date that we notify you that the Installation is suitable for Heat Pump Repair.

Where the credit check and full eligibility check on the Installation are satisfactory to us, the service engineer will arrange a Repair Visit on the date agreed between you and us. 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.

- 2.2. **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 Repair;
- (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 Repair;
- (c) ensure that no Health and Safety issue exists which would mean it would be inappropriate, unsafe or otherwise unsuitable for the Repair Visit to commence or continue; and
- (d) ensure there is electricity to allow the Heat Pump Repair to be completed.

In circumstances where we are not in a position to proceed with the Heat Pump Repair 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 Repair Visit from proceeding or continuing is removed and the appointment is rescheduled by you within 10 working days of the original Repair 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 Repair 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.

- 2.3. **Cancellation:** You may cancel your 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 01 611 01 45 or by email to [Heat.Pumphomecare@bordgais.ie](mailto:Heat.Pumphomecare@bordgais.ie) unless the Heat Pump Repair has been carried out before the end of this period, with your agreement. Otherwise, you can cancel the Repair Visit without charge up to 24 hours before the Repair Visit is due to be carried out by calling our customer contact team on 01 611 01 45 or by email to [Heat.Pumphomecare@bordgais.ie](mailto:Heat.Pumphomecare@bordgais.ie). The Repair Visit may be rescheduled by you at the time of cancelling it, or at a later date. If you cancel less than 24 hours before the time of the Repair Visit, we may charge you a cancellation fee equal to €30.
- 2.4. We shall be entitled to terminate this Agreement at any time without reason by giving you seven (7) days' notice.

### **3. PRICE PAYABLE BY YOU**

- 3.1. The price of Heat Pump Repair consists of a €90 call out fee for the first 30 minutes with further time spent fault finding, carrying out any repair work and/or replacing parts or components charged in 15 minute units at €25 per unit. Where a fault is identified, the engineer will provide an estimate of the time it will take to repair the fault and the price.
- 3.2. The cost of any replacement parts/components will be charged to you separately and will not be included in the price of Heat Pump Repair. The service engineer will only proceed to fit the required parts following your agreement to the cost of the required parts and the rate for additional labour.
- 3.3. These prices are inclusive of VAT and we therefore reserve the right to increase the charges to cover any changes to the applicable rate of VAT from time to time.
- 3.4. The charges under this Agreement may be applied to the Customer's next Bord Gáis Energy Heat Pump services bill, where the customer has purchased this product. The Customer is required to pay for the work carried out by the due date advised on the relevant Bord Gáis Energy Heat Pump services bill.

### **4. PAYMENT TERMS**

- 4.1. Customers must pre-pay by credit or debit card in the following circumstances:
  - (a) Where the total amount due under this Agreement is over €600 (including parts and labour);
  - (b) Where the part required is an Exceptional Item; or
  - (c) Where the Customer does not satisfy a Bord Gáis Energy credit check and we have decided to continue with the Repair Visit (which will be determined solely at our discretion).
- 4.2. If you are required to pre-pay in accordance with clause 4.1, this will include the cost of any additional labour and/or any parts/components that may have been supplied.
- 4.3. For any charges not paid in advance we will issue you a bill for the cost of the replacement parts/components and/or labour. You are required to pay your bill by the due date specified. If you do not pay us any sum due under this Agreement when due, we may charge you a late payment fee equal to 5% of the then due payment.

### **5. PROVISION OF SPARE PARTS**

- 5.1. The service engineer may, during the Repair Visit, identify a part/component failure or potential failure. The service engineer will advise you of the cost of replacement of any parts/components and if necessary, but subject to your approval, will supply and fit adequate replacement parts/components, subject to their availability.
- 5.2. Replacement parts or components may not be the same as the parts being replaced and may not be from the original manufacturer. For the avoidance of doubt, we will not fit replacement parts/components not supplied by us.
- 5.3. 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. 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 5.3 will be refunded to you on a pro-rata basis.

- 5.4. 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. WARRANTY FOR WORK CARRIED OUT UNDER THIS AGREEMENT**

- 6.1. All work undertaken by the service engineer while servicing the Installation carries a thirty (30) day recall from the date on which the work is carried out. Subject to the other provisions of this clause 6 and clause 7 below, if you have any problems with the Installation in the 30-day period after the work has been done, which require the service engineer to return to the Property, there will be no call out charge applied. However, if, when the service engineer calls back, a problem with the Installation is identified that is not related to the Heat Pump Repair previously carried out, you will be charged in accordance with clause 3 above.
- 6.2. With regard to the supply of any replacement parts/components and of any other materials supplied as part of the Heat Pump Repair, 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 Repair, we shall comply with same.

## **7. WARRANTIES AND REPRESENTATIONS**

- 7.1. With regard to the Heat Pump Repair, we warrant that:

- (a) the service engineer has the necessary skill, training, qualification and experience to carry out the works pursuant to this Agreement;
- (b) the service engineer will carry out the Heat Pump Repair 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.

- 7.2. In addition to the warranties set out in clauses 6.1 and 6.2 above but subject to clause 7.4 below, we will, within a period of 12 months (unless otherwise specified by the manufacturer) from the date of completion of the Heat Pump Repair, 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 7.2 are in addition to and not in substitution of your rights at law.

- 7.3. 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 provisions 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.

- 7.4. 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 recall 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 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
- (xii) Any pollution caused as a result of the Installation, including but not limited to, loss of F-Gas from the supply lines, remote fill lines.

(b) Any loss of F-Gas caused by third party interference and any other exclusions that are brought to your attention by us prior to the commencement of this Agreement.

## **8. EXCLUSIONS TO HEAT PUMP REPAIR**

8.1. We will not provide, as part of this Agreement (including, for the avoidance of doubt, the 30 day recall period):

(a) any of the following services:

- (i) repair or recharge of F-gas;
- (ii) adjustments to time and temperature controls;
- (iii) the replacement of decorative parts, casing and body of the Installation including all heat exchangers and the Installation shell;
- (iv) refilling central heating system with water and venting radiator or cylinder circuit;
- (v) de-scaling and any work arising from hard water scale deposits or from damage caused by aggressive/corrosive water;
- (vi) de-sludging of the Installation;
- (vii) air lock of the Installation;
- (viii) any draining down of the system and the replacement of the pump isolating valves or their replacement due to noise or leakage;
- (ix) work on the fabric of the building or any associated pipe-work to it or buried in the Property
- (x) work on any pumps in inaccessible locations;
- (xi) work on any domestic water services including the cold water supply tank, its feed, outlets, overflow and the hot water cylinder;
- (xii) 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;
- (xiii) work on the electrical immersion element of the central heating installation;

(b) any other exclusions that are brought to your attention by us prior to the commencement of the Heat Pump Repair.

8.2. In certain circumstances we may be able to carry out work set out above for additional charges in accordance with clauses 3 and 4. The service engineer will confirm to you whether we are able to provide any such work and the cost associated with such work.

## **9. ASSIGNMENT**

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

## **10. CONDITION OF THE INSTALLATION**

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, F-Gas, water supply pipes, electrical cables).

## **11. NOTICE OF HAZARD**

- 11.1. 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 loss has occurred you are required to inform your local authority environmental department immediately.

- 11.2. 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.
- 11.3. 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 Repair Visit without you first taking the recommended remedial action, it is solely your responsibility to take the recommended remedial action following the Repair Visit. 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 make arrangements with the service engineer for this recommended remedial action to be carried out by us at a later date.
- 11.4. 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) 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.
- 11.5. We are not liable or responsible for any losses, liabilities, costs, penalties, fines, damages, defects or personal injuries arising out of or in connection with your decision not to carry out any remedial work recommended to you in a Notice of Hazard or to take any advice given to you by the service engineer and/or notified to you in a Notice of Hazard. You agree to indemnify us and keep us indemnified in respect of any losses, liabilities, costs, penalties, fines, damages, expenses, actions, claims or proceedings arising out of or in connection with any claim brought, made or threatened by a third party against us relating to or in connection with your decision not to carry out any remedial work recommended to you by us in a Notice of Hazard or to take any advice given to you by the service engineer and/or notified to you in a Notice of Hazard or service report.

## **12. 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.

## **13. GENERAL LIMITATIONS OF OUR OBLIGATION**

- 13.1. 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.
- 13.2. 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.

13.3. 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.

13.4. 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.

#### **14. 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 Repair Visit. Bord Gáis Energy will notify you by telephone of any such request.

#### **15. 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 01 611 01 45;
- by email to [info@bordgais.ie](mailto:info@bordgais.ie) or through our website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie); or
- by letter to Customer Care, Bord Gáis Energy, PO Box 10943, Freepost F4062, Dublin 2.

#### **16. GENERAL**

16.1. 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.

16.2. 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](http://www.bordgaisenergy.ie) as soon as is reasonably possible prior to the changes being introduced.

16.3. 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.

16.4. 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.

16.5. **Governing Law:** The 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.

16.6. **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.

#### **17. GLOSSARY**

"**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.

"**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;

"**Exceptional Item**" means a spare part which is not generally in stock and has to be ordered specially for the Repair Visit;

"**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;
- (e) all relevant installation standards applicable in Ireland, and
- (f) industry best practice;

"**Heat Pump Repair**" means a repair of an Installation as described in clause 1;

"**Installation**" means the Heat Pump, support base for the Heat Pump 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 or persons or property or cause a pollution incident;

"**Parties**" means us and you;

"**Property**" means the domestic address at which we will carry out the Heat Pump Repair;

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

"**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](http://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/repaired/ 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"> <li>All the data listed in categories a-g of section 2 above</li> </ul>
Billing you and taking payment for our products and services	<ul style="list-style-type: none"> <li>All the data listed in categories a-g of section 2 above</li> </ul>
Answering your queries or complaints	<ul style="list-style-type: none"> <li>All the data listed in categories a-g of section 2 above</li> </ul>
To deliver service communications	<ul style="list-style-type: none"> <li>Your contact details and account history</li> </ul>
Debt collection and debt management	<ul style="list-style-type: none"> <li>All the data listed in categories a-g of section 2 above</li> </ul>

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"> <li>All the personal information we collect</li> </ul>
Attending to emergency situations (including gas leaks)	<ul style="list-style-type: none"> <li>Contact details</li> <li>Account information and details of other people linked to your account</li> </ul>

	<ul style="list-style-type: none"> <li>• Vulnerability information (e.g. if you are a listed as a Special or Priority Services customer)</li> </ul>
<b>Complying with obligations imposed by our regulators</b>	<ul style="list-style-type: none"> <li>• 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</li> </ul>
<b>Internal and statutory audits. This includes our requirement, as an obligated party, to comply with the Energy Efficiency Obligation Scheme as set out in <a href="#">S.I. No. 131/2014</a>.</b>	<ul style="list-style-type: none"> <li>• All personal information we collect as listed in Section 2</li> </ul>

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

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

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

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

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

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](mailto:dataprotection@bordgais.ie) or Data Governance Officer, Bord Gáis Energy Limited, PO Box 10943, Dublin 2, or at [www.bordgaisenergy.ie/dataprotection/#opt-out](http://www.bordgaisenergy.ie/dataprotection/#opt-out):

<b>Purpose</b>	<b>Personal information used</b>
<b>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.</b> where you are a member of our Rewards Club	<ul style="list-style-type: none"> <li>• Contact details</li> <li>• Account information and history</li> <li>• Rewards information</li> <li>• Purchase and account history</li> </ul>

#### **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](http://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](mailto: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.