

It is important you read these terms and conditions carefully as they form the basis of your agreement with us.

By contracting with Bord Gáis Energy Limited for your Gas Boiler Installation, this makes Bord Gáis Energy 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/resources/data-protection. The Privacy Notice which applies to you is provided in the final section of this document and is located <https://www.bordgaisenergy.ie/resources/data-protection>. The Privacy Notice does not form part of the contract between you and Bord Gáis Energy Limited.

You will be deemed to have accepted these terms and conditions and the Quotation, when you pay the Deposit.

THE BORD GÁIS ENERGY GAS BOILER INSTALLATION TERMS AND CONDITIONS, THE BORD GÁIS ENERGY 10 YEAR BOILER WARRANTY TERMS AND CONDITIONS, AND THE QUOTE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND BORD GÁIS ENERGY FOR YOUR GAS BOILER INSTALLATION.

BORD GÁIS ENERGY TERMS AND CONDITIONS FOR SALE AND INSTALLATION OF GAS BOILER (the "Agreement")

Certain words used in these Terms and Conditions are capitalised because they have been given specific meanings. These meanings are set out in the glossary at clause 4 below.

1. Quotation

1.1. Fixed Price - Where you have signed up for the fixed price boiler installation through www.localheroes.ie, a price for the installation will be generated based on information provided by you and we will endeavour to ensure that this price remains unchanged (the "**Fixed Price**"). However, this Fixed Price is subject to an assessment by the Installation Engineer as set out in clause 3. You are responsible for ensuring the information provided to us is correct. Where the information submitted by you is subsequently found to be incorrect or incomplete in any way, we reserve the right to review the Fixed Price.

1.2. The Fixed-Price offer will include all the works set out in clause 4 and the following additions:

- 1.2.1. Up to an additional 2 metres of flue extensions (if required) and associated carbon monoxide alarm(s);
- 1.2.2. Up to 5 metres of gas supply upgrade (if required); and
- 1.2.3. Any electrical works required to bring your Boiler Installation up to electrical standards.

The particulars set out in this clause 1.2 do not apply to Estimated Price Installations.

1.3. Estimated Price – Where you have not chosen the Fixed Price option on www.localheroes.ie or where you have signed up for a boiler installation through www.bordgaisenergy.ie, an estimated price for the Installation will be prepared based on your answers to an expression of interest form and following a call from our team (the "**Estimated Price**"). You are responsible for ensuring the information provided to us to prepare the Estimated Price is correct. Where the

information submitted by you is subsequently found to be incorrect or incomplete in any way, we reserve the right to review the Estimated Price.

1.4. Regardless of whether you have signed up via Fixed Price or Estimated Price, you will be provided with a Quotation. Some jobs may require a visit before a Quotation can be given. This visit is to be agreed between you and the Installation Engineer. If a visit is required, when the Installation Engineer arrives at your Property they will assess the job and, where possible, provide you with a Quotation. If you accept this Quotation they will then agree with you when to carry out the Installation.

1.5. If we identify as part of a visit by an Installation Engineer that any works must be carried out to the Property before a Boiler can be installed, you will need to arrange for these works to be completed before we can start the Installation. Where we are able to complete any of these works, the price for doing so will be included in the Quotation. We will not be able to complete any electrical works and you will need to arrange for these to be carried out.

1.6. If before the Installation is carried out, you tell us that you wish to change the scope of the Installation or request further work from us we will tell you if the Price will also change as a result and we may require you to pay an additional sum.

2. Payment

2.1. The Price for installing a Boiler and any other necessary works which we are able to perform will be included in the Quotation. In order to progress the Installation further, you will need to pay a percentage of the Price as a deposit (the "Deposit"). All payments can be made where you have signed up through:

2.1.1. www.localheroes.ie via the payment link contained in the email confirming the Quotation; or

2.1.2. www.bordgaisenergy.ie via bank transfer to the Bord Gáis Energy account details as

provided with the Quotation, or over the phone.

2.2. If you have signed up for an Installation through:

2.2.1. Bord Gáis Energy you must pay the Deposit within thirty (30) days of receiving the Quotation; or

2.2.2. Local Heroes, you must pay the Deposit within twenty-eight (28) days of receiving a Quotation

the Installation must begin within ninety (90) days from the Order Confirmation, even where further work which we are unable to carry out is required before the Installation can begin. If you fail to satisfy the time periods within this clause, your Quotation and the Price will no longer be valid, and you may need to have a further Quotation completed.

2.3. Once your Deposit has been received, we will issue an Order Confirmation at which point an Agreement will come into existence between you and us and we will contact you to schedule a date for the installation of the Boiler. The outstanding balance will be required on the day of Installation.

2.4. We reserve the right to make credit and other similar enquiries in respect of our customers before Installation takes place. If these enquiries reasonably lead us to believe that there is a risk of payment not being made, we reserve the right at our sole discretion to ask you to make payment of the full Price before Installation takes place and before any works are carried out as well as the full price of any further works identified during the Installation before these are carried out. If you fail to make any payments which we determine are required, we may terminate this Agreement.

2.5. All prices quoted are inclusive of VAT at the applicable rate from time to time.

3. PRE-INSTALLATION

3.1. As the Safety, Health and Welfare at Work (Construction) Regulations 2013 apply to the Installation, it is your duty to

appoint project supervisors for the design phase (“**PSDP**”) and the construction stage (“**PSCS**”). We are qualified and competent to carry out the roles of PSDP and PSCS and the Price includes the provision of these services. Your acceptance of the **Quotation will be deemed** to appoint BGE as PSDP and PSCS unless otherwise agreed.

3.2. Prior to commencing the Installation, the Installation Engineer may, where relevant:

3.2.1. inspect the relevant parts of the Property in person or through photographs and videos provided by you;

3.2.2. carry out a full technical survey of the Property (including the Central Heating System) to ascertain the:

- (i) condition and soundness of your Central Heating System;
- (ii) condition and soundness of accessible gas pipe work and all flexible connections;
- (iii) adequacy of the fixed air supply;
- (iv) effectiveness of any flue or chimney;
- (v) appropriateness of appliance locations;
- (vi) conditions and soundness of the electrical system; and
- (vii) suitability of the gas and electricity supply at the Property.

3.3. We may take photographs of where we will be working in your home to show existing damage or poor workmanship. We will store any photos we take in accordance with our Privacy Notice.

3.4. In exceptional cases where the Installation Engineer determines the Installation cannot take place, we reserve the right to cancel the Installation. Should we cancel the

Installation, no damages or expenses of any kind shall be payable by us to the you beyond the refund of any money already paid in relation to the Installation.

3.5. If the site assessment set out in clause 3.4 reveals that:

3.5.1. any Additional Work is required, we shall inform you as soon as possible and (if possible) provide you with an estimate of the likely time required to complete the Additional Work and any associated increase in the Price; and/or

3.5.2. the Central Heating Parts or other equipment ordered are unsuitable or technically impossible to install as ordered, then we will inform you of why the installation cannot go ahead as ordered and discuss alternative options including any delay to installation that may be incurred and any associated increase in the Price; and/or

3.5.3. any gas safety hazards are identified, we shall inform you as soon as possible and issue you with a Notification of Hazard and provide you with an estimate of the likely time required to complete the requisite work to remedy such gas hazards and any associated increase in the Price.

3.6. Where we are unable to complete the Additional Work identified under 3.5.1. above or you decide not to use us to carry out this work,, you will be responsible for arranging for the Additional Work to be completed and the Installation will not take place until all works have been completed to our satisfaction. If you do not wish to carry out the Additional Works, we or you may terminate this Agreement under the terms of clause 5.

3.7. Where a gas safety hazard is identified under 3.5 above, we will be unable to continue with the Installation until rectification works have been carried out and a Declaration of Conformance issued confirming the installation conforms with current standards

3.8. If you decline the alternatives offered under 3.5.2, or if no alternatives can be offered, then we will give a full refund to you and remove any materials that may have already been delivered to site.

3.9. Any work identified under 3.5 may require re-decoration or re-painting once it is completed. This is not included in the Price we quoted, and you will be responsible for this.

3.10. We shall not be required to continue with any work identified under clause 3.5 unless and until any increase in the Price has been agreed by you.

3.11. Before we start Installation, you must clear any furniture or fittings from any rooms or roof space that we need to enter to do the Installation. If you do not clear the furniture and fittings, we may charge you a reasonable amount to cover our costs for any delay. If you would like us to carry out any clearing work, we can do so but we are not liable for any damage caused as a result (unless we have been negligent) and we may charge you a reasonable amount to carry out this work. If you do not comply with this clause 3.11, we will have the right to cancel the Agreement and charge you a cancellation fee which may be deducted from your Deposit.

4. THE INSTALLATION

General Installation Provisions

4.1. Bord Gáis Energy will carry out the Installation during normal working hours (8am to 5pm Monday to Friday excluding bank holidays and public holidays in Ireland), unless otherwise agreed between the Parties. Any time estimates provided for completion of the Installation are our best estimates and we will make every reasonable effort to complete the Installation on time. However, we cannot be held responsible for delays due to weather or other circumstances beyond our control and will not be liable to you for any reasonable delay in the commencement of or completion of the Installation. In such situations, we will let you know if we become aware of an unexpected delay and will arrange with you new date(s) to carry out the

- Installation and will revise with you the time estimates we originally provided.
- 4.2.** If any Additional Work is identified as required during the Installation, we shall inform you as soon as possible and (if possible) provide you with an estimate of the likely time required to complete the Additional Work and any associated increase in the Price.
- 4.3.** We shall not be required to continue with any Additional Work unless and until any increase in the Price has been agreed by you. In this case a new Quotation will be provided to you and a further payment may be required to ensure a Deposit has been paid in full before Installation can take place
- 4.4.** You have no obligation to agree to any increase in the Price for carrying out the Additional Work, and either we or you may cancel this Agreement. In these circumstances we shall remove any Heat Pump or Central Heating Parts that we have installed and shall restore your Central Heating System (if applicable) to the state it was in before. However, you should be aware that in certain circumstances we may be unable to restore the system's functionality entirely and in these situations we shall not be liable for the costs of any further work to restore the system to its previous state. In this situation the Agreement will be considered terminated by you under clause 5.2 below.
- 4.5.** The Additional Work may require re-decoration or re-painting once it is completed. This is not included in the Price we quoted, and you will be responsible for this. .
- 4.6.** Bord Gáis Energy will not be obliged to carry out the Installation unless:
- 4.6.1. where relevant, the scope of Additional Work has been agreed between you and Bord Gáis Energy and where these are to be carried out by a third party, have been completed to our satisfaction;
- 4.6.2. where required, a satisfactory survey of the Property has been carried out by Bord Gáis Energy
- immediately prior to installation in accordance with clause 3.2;
- 4.6.3. you have paid the Deposit in accordance with clause 2.2; and
- 4.6.4. you have provided us with a Declaration of Conformance (if required).
- 4.7.** A summary of the steps involved in the Installation will be included with the Quotation.
- 4.8.** When carrying out the Installation, we may, if required and if set out in your Quotation:
- 4.8.1. install surface trunking for wiring;
- 4.8.2. lift carpets or floorboards (this Installation is at your risk and we will discuss and agree this with you before doing so) We reserve the right not to remove certain types of floor coverings and we can refer you to a specialist to carry out such work which may incur an additional cost to you;
- 4.8.3. remove and restore loft insulation;
- 4.8.4. remove plaster where necessary;
- 4.8.5. remove and restore any existing boxing for pipework;
- 4.8.6. fit vents to supply air for combustion to standard flue appliances; and/or
- 4.8.7. remove and restore brickwork and roof-tiles. In restoring brickwork or roof-tiles, we will either:
- (i) use the nearest matching materials that we can obtain from a local builder's merchant, or
- (ii) use bricks or tiles that you provide.
- 4.9.** Unless otherwise stated, electrical wiring, connections and material necessary for the carrying out of the Installation will be included in your Quotation. When carrying out the Installation, we will not create channels for wiring or pipework in solid walls or

floors. The wiring to components will be run on the wall surface unless otherwise specified and agreed in your Quotation.

- 4.10.** All new central heating pipe work will be run in tubing manufactured to the appropriate British Standard 7593: 2006 or equivalent with suitable fittings.
- 4.11.** The cutting away of the fireplace aperture is included in the Price where a fire/back boiler unit needs to be removed. Bord Gáis Energy does not however accept responsibility for removal or re-instatement of any decorations or decorative features in the vicinity of the fireplace aperture.
- 4.12.** After completion of the Installation, the Installation Engineer will provide you with a RGII Declaration of Conformance Cert (“**Cert 2**”) and a safety file which will include your boiler user manual and, may where applicable, include any other information which may be relevant to the Installation.

4.13. Cleaning Up

When carrying out the Installation, we will:

- 4.13.1. take reasonable care to avoid disrupting your Property;
- 4.13.2. remove all waste material;
- 4.13.3. remove all disconnected and redundant parts of your Central Heating System which we replace; and
- 4.13.4. clean up after ourselves.

4.14. Dangerous materials and asbestos

The Price we quote does not include the cost of removing any dangerous waste material, such as asbestos, that we could not reasonably identify when we gave you your Quotation and which we only became aware of when doing the Installation. Should we find asbestos or other dangerous or potentially dangerous waste materials in or around the Property, then you will need to engage a specialist competent contractor to arrange for the removal of such dangerous waste material before the Installation may proceed or continue. When you have had all asbestos removed, a certificate from the specialist competent contractor certifying the

absence of asbestos exposure risk as referred to in the Safety Health and Welfare at Work (Exposure to Asbestos) Regulations 2006 (or any amendment thereof or replacement regulations), must be provided to us before we will do any further work to your Property. If we are unable to carry out the Installation because of any dangerous waste material, such as asbestos we may charge you a cancellation fee which will be deducted from your Deposit.

4.15. Working in dangerous or unsafe conditions

We will not start or continue doing any work on your Property if we believe, if we believe in our sole discretion that there is a Health and Safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment. And we will not return to finish the work until that risk is gone. If we are unable to carry out the Installation because of a Health and Safety risk we may charge you a cancellation fee which will be deducted from your Deposit.

4.16. Conditions at the Property

This Agreement is subject to a suitable gas, electricity and water supply being available to your Property. We can provide you with the information of a gas, electricity or water distribution company to arrange this if you need us to. The cost of providing such a supply is not included in the Quotation. You are responsible for making sure that conditions at your Property are suitable for us to do the Installation all the necessary facilities, services and supplies are already installed and working at your Property.

4.17. Access to the Property

When we arrive on the installation day, someone 18 years old or older needs to be at the Property who can make important decisions. If you are not at the Property on the day of installation, you must make sure that there is somebody else present who can give instructions to our Installation Engineer, on your behalf. If we are not able to gain access to your Property at the time of the Installation or there is nobody at the Property who, in our opinion, is able to make decisions on your behalf, we will inform you that we

were not able to carry out the Installation for this reason and we may charge you a cancellation fee which will be deducted from your Deposit.

4.18. Showers

We cannot accept responsibility for your existing shower if it is not compatible with your new boiler unless a fault develops with the existing shower caused by our negligence.

4.19. Solar thermal

Before we start the Installation, it is your responsibility to arrange for and pay a suitably qualified solar installer to decommission or drain the solar thermal system. You will also need to arrange for the solar installer to recommission or fill the solar system once your new boiler has been installed.

4.20. System cleanse

When we carry out the Installation, we will carry out a system cleanse. This is where we push hot and cold water through your system. This will not remove sludge. If you have sludge in your system, we recommend you have a Bord Gáis Energy Powerflush before we install the boiler.

4.21. Parts and Equipment

The Boiler, Central Heating Parts and any other parts and materials will be your responsibility from the time of delivery to your Property. If we leave any equipment or tools with you (with your agreement), and you damage or lose them (or fail to prevent damage or loss), we may charge you for our costs in replacing them.

4.22. Things beyond our control

We cannot be held responsible if we cannot meet our responsibilities because of things beyond our control including, for example: poor weather conditions; industrial disputes; strikes that we are not directly involved in; or the presence of a species that could be subject to special protection (for example bats, birds, butterflies, dormice or plants), are found in your Property.

4.23. Water supply pressure

We will test your water supply pressure before we start work. As water supply rates can change, we cannot be responsible for your central heating failing to work properly because your water supply becomes inadequate or keeps changing, unless we were negligent in how we tested your water pressure.

5. TERMINATION OF THIS AGREEMENT

5.1. You can cancel this Agreement at any time for no reason within 14 days of paying the Deposit. Such cancellation under this clause 5 will not incur any costs unless the Installation has already commenced with your agreement.

5.2. If you cancel after the 14 day period referenced above, we are entitled to charge you any costs we have reasonably incurred in carrying out our obligations under this Agreement.

5.3. We may cancel the Agreement where:

5.3.1. you are in breach of any of the terms of this Agreement, including without limitation, 3.11, 4.2 or 4.17; or

5.3.2. there is a Health and Safety issue, or any issue as set out in clauses 4.14, 4.15, 4.16, which means it is inappropriate for the Agreement to continue.

5.4. Without affecting any other right or remedy we may have, if we cancel the Agreement, where we are permitted to do so under clause 5.3, we shall be entitled to charge you the reasonable costs we have incurred in carrying out our obligations under the Agreement before the date of cancellation. We may deduct these costs from your Deposit, and if the costs exceed your Deposit, we may recover the excess from you.

6. WARRANTIES

6.1. All work undertaken by the Installation Engineer under this Agreement has the benefit of the Warranty.

6.2. With regard to the supply of any parts or components and of any other materials

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

6.3. With regard to the Installation, we warrant that:

6.3.1. the Installation Engineer has the necessary skill, training, qualification and experience to carry out the works pursuant to these Terms and Conditions;

6.3.2. the Installation Engineer will carry out the Installation with due skill, care and diligence PROVIDED ALWAYS that where the Installation Engineer has complied with all the manufacturer's instructions and guidelines and I.S. 813 the Installation Engineer shall be regarded as having met the appropriate standard of skill, care and diligence;

6.3.3. the Installation Engineer will have a Safe Pass Registration Card; and:

6.3.4. where materials are used for the purposes of the Installation, they will be sound and reasonably fit for the purpose for which they are required.

6.4. You represent and warrant to us that:

6.4.1. you are the owner of the Property or have full power and authority to execute and deliver the Agreement and to comply with the provision of, and perform all of your obligations and exercise all of your rights;

6.4.2. all consents, licences, approvals and authorisations required in connection with the entry into, performance, validity and enforceability of the Agreement have been obtained and are in full force and effect; and

6.4.3. you will perform your obligations and exercise your rights under this Agreement in accordance with all applicable laws and regulations.

7. ASSIGNMENT

This Agreement is personal to you and therefore 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 person or company.

8. USE OF SUBCONTRACTORS

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

9. GENERAL LIMITATIONS OF OUR OBLIGATION

9.1. While we will exercise all due care in carrying out the Installation, you accept that the Installation, Additional Work and related works may cause damage to finishings both internally and externally and that certain areas may need redecoration by you following completion of the Installation. This Agreement does not include provision for the painting of radiators, the making good of decorations, any additions to cold water, secondary services, alteration to linen cupboard shelves, renewal or repair of floorboards on old pipe runs, nor for the chasing or boxing in of pipes or wires. All such re-decoration or repair works will be your responsibility and are not included in the Quotation.

9.2. When carrying out the Installation, we will not accept responsibility for damage to carpets or other floor coverings caused by lifting or refitting, unless we have been negligent in doing so.

9.3. Where we have connected new equipment to your existing system or appliances, we cannot accept responsibility for the cost of repairing or replacing parts of your existing system that later develop faults, or compensating you for any faults that:

- 9.3.1. were already there when your boiler or system was installed, or were caused by anybody other than us when any changes or additions were made to your boiler or system; or
- 9.3.2. we could not reasonably have been expected to know about before (for example, faulty pipes that do not have the correct protection, which are buried under concrete floors).
- 9.4.** No responsibility or liability is accepted for the quality or condition of any equipment in the Property, at the time of the Installation (including pipework, cables, connections, controls, water supply pipes, electrical, flues or chimneys).
- 9.5.** We shall not be liable if any work is carried out on the Boiler, appliance or Central Heating System by any other party, other than by a subcontractor acting on our behalf. You agree to indemnify us and keep us indemnified in respect of any actions, claims or proceedings brought against us and all loss, damage, costs and expenses which we may incur as a consequence of any work carried out on the Boiler, appliance or Central Heating System by any party other than Bord Gáis Energy.
- 9.6.** 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.
- 9.7.** We have no obligation, duty or liability to you in contract, tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care, except that nothing herein purports to disallow liability for fraud, or liability in the event of the death or personal injury of the Customer (except any personal injury attributable to a person's decision to set their Boiler below 60 degrees thereby exposing the Customer and/or third parties to the risk of legionella in respect of which you agree to indemnify and keep us indemnified with regard to any claims) attributed to Bord Gáis Energy and nothing herein purports to contract out of the implied undertakings as to quality of service in section 39 of

the Sale of Goods and Supply of Services Act 1980.

10. QUALITY AUDITING

Bord Gáis Energy may request to carry out random quality audits on the Installation carried out on your Boiler both during the Installation and after completion of the Installation. Bord Gáis Energy will notify you by email of any such request. All Bord Gáis Energy engineers and supervisors carry identification which will be displayed to you on arrival at the Property.

11. COMPLAINTS PROCEDURE

If you are unhappy with any service or contact that you have with us, you can register your complaint by calling us on 01 611 0145.

12. ENERGY CREDITS

You acknowledge and agree that we are entitled to any energy credits attributable to the Installation under this Agreement in accordance with the Irish Government's Better Energy Scheme or any replacement similar scheme.

13. GENERAL

13.1. Notices: Any notice or account sent by ordinary post pursuant to this Agreement shall be deemed to have been received on the day that is the second postal day after the day of such posting. Any notice sent by the Customer by electronic mail shall be deemed to have been received upon confirmation of receipt from Bord Gáis by electronic mail or by post. Any notice required or permitted to be given by the Customer shall be to info@bordgais.ie.

13.2. Amendments: We reserve the right to change these Terms and Conditions by giving written notice to you as soon as is reasonably practicable prior to the changes being introduced.

13.3. 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 or operate as or be deemed to be a waiver of any

breach of this Agreement or provided by law.

13.4. 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:

13.4.1. the legality, validity or enforceability in that jurisdiction of any other provision of these Terms and Conditions (including the remainder of a provision, where only part thereof is or has become illegal, invalid or unenforceable); or

13.4.2. the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Terms and Conditions.

13.5. 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.

13.6. Entire Agreement: The Parties acknowledge that this Agreement and the Warranty Terms and Conditions constitute the complete agreement between the Parties and supersede all prior understandings, agreements, representations or communications whether written or oral between the parties relating to the subject matter hereof, but no term purports to exclude liability for fraud.

4. Glossary

4.1. In this Agreement:

“Additional Work” means any additional work that is required to complete the Installation, which was not included in the Quotation or was not reasonably foreseeable on initial inspection of the Property by the Installation Engineer;

“Agreement” means the agreement between you and us for the installation of a Boiler at the Property which incorporates these Terms and Conditions;

“Boiler” means the single mains gas central heating domestic boiler to be installed as part of the Installation;

“Bord Gáis Energy”, “us” or “we” means **Gáis** Bord Gáis Energy Limited, a company incorporated in Ireland with registration number 463078 and registered office at 1 Warrington Place, Dublin 2 and where the context so permits unless the contrary intention appears, its authorised agents and subcontractors;

“Bord Gáis Energy Powerflush” means a service provided by Bord Gáis Energy which flushes or cleanses your central heating system to remove any accumulated or excess sludge, corrosion, deposits, scale, flux, swarf and other debris. For more information on our Powerflush service please see <https://www.bordgaisenergy.ie/resources/ts-cs-homecare-powerflushing> ;

“British Standard 7593: 2006” means the British standard code of practice for treatment of water in domestic hot water central heating systems, as laid down by the British Standards Institute, as amended or replaced from time to time, and any reference in these terms and conditions to a specific provision of B.S. 7593: 2006 shall be a reference to such provision as amended or replaced from time to time

“Deposit” has the meaning given to it in clause 2.1;

“Central Heating Parts” means any central heating parts to be installed as part of the Installation, other than a Boiler;

“Central Heating System” means your existing central heating system at the Property (if any) including:-

- (a) the boiler;
- (b) the controls, (including electrical temperature controls); and
- (c) all pipes, radiators, valves, hot water cylinders and the central heating header tank;

“Declaration of Performance Certificate” means a declaration of

conformity issued by an RGII accredited engineer in accordance with I.S. 813: 2002

“Health and Safety” means matters relating to:

- (a) the applicable requirements of health and safety legislation in Ireland including, but not limited to, the Safety Health & Welfare at Work Act 2005 (as amended from time to time) and any regulations made thereunder from time to time;
- (b) the Building Control Acts 1990 and 2007 and any relevant Building Regulations made thereunder and any Building Regulations Technical Guidance Documents;
- (c) all relevant Codes of Practice, Guidelines and technical documentation/specifications prepared by the National Standards Authority of Ireland and regional requirements for Ireland;
- (d) all relevant Codes of Practice, Guidelines and technical documentation/specifications prepared by ETCl;
- (e) System Supplier/Product Manufacturer Instructions and Guidelines;
- (f) all relevant installation standards applicable in Ireland, including, without limitation, I.S. 813; and
- (g) industry best practice;

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

“Installation” means the work that we shall carry out at to install a new Boiler at the Property;

“I.S. 813:” means the current edition of the Irish Standard 813: for Domestic Gas Installations as laid down by the National Standards Authority of Ireland, as amended or replaced from time to time, and any reference in this Warranty to a specific provision of I.S. 813 shall be a reference to the current version of that provision as amended or replaced from time to time;

“Installation Engineer” means a qualified and experienced engineer engaged by Bord Gáis Energy to install you Boiler;

“Notification of Hazard” means a notification issued to you in accordance with the requirements of I.S. 813: 2002 to advise of a defect of a gas installation which might affect the safety of persons or property;

“Order Confirmation” means a notification sent to you confirming receipt by us of your Deposit and the point at which an Agreement between us and you has legal effect;

“Parties” means us and you;

“Price” means the total price you must pay for the supply and installation of a Boiler, including any Additional Works, as set out in the Quotation;

“Property” means the domestic address at which we shall carry out the Installation;

“Quotation” means the email sent to you (i) stating the Price of the supply and Installation of a Boiler by us, (ii) describing the work required to install it and (iii) containing a link to the Terms and Conditions;

“Terms and Conditions” means these terms and conditions governing the installation of your Boiler and a link of which will be included in your Quotation;

“Warranty” means the ten-year guarantee of your Boiler subject to the terms and conditions set out at <https://www.bordgaisenergy.ie/resource/s/ts-cs-warranty>

“Warranty Period” means the ten-year period, which commences on the date your boiler is installed by our Installation Engineer, during which your Boiler is covered under this warranty subject to the terms and conditions set out above;

“Warranty Terms and Conditions” means the terms and conditions governing the Warranty; and

“You” or **“Customer”** means the customer(s) who has engaged the Installation Engineer to carry out the Installation and includes a person who we reasonably believe is acting with your authority or knowledge.

