

TERMS AND CONDITIONS OF THE BORD GÁIS ENERGY 10 YEAR BOILER WARRANTY

THESE ARE OUR STANDARD TERMS AND CONDITIONS FOR THE 10 YEAR BORD GÁIS ENERGY WARRANTY FOR ALL BOILERS INSTALLED BY A LOCAL HERO. BORD GÁIS ENERGY, AT ITS OWN DISCRETION, WILL REPAIR OR REPLACE THE BOILER OR PARTS FREE OF CHARGE DURING THIS 10 YEAR PERIOD WHERE THE BOILER SUFFERS A MECHANICAL OR AN ELECTRICAL BREAKDOWN SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

1. Boiler Installation

- 1.1. The Boiler must be installed by a Local Hero who you booked through the Local Heroes website at www.localheroes.ie on or after 29 March 2021. The Local Hero must be a gas installer who is registered with the Register of Gas Installers of Ireland (“RGII”).
- 1.2. The Boiler must be commissioned at the point of installation by the Local Hero in accordance with the guidelines in the installation and servicing booklet provided with the boiler and I.S. 813 for Domestic Gas Installations.
- 1.3. At the time of installation, the Local Hero will complete a RGII Declaration of Conformance Cert (“Cert 2”). It is your responsibility to ensure you retain this Cert 2 and produce it for reference purposes. Where you do not retain the Cert 2, your Boiler will not be covered under this Warranty. If we have called out to your Property under this Warranty and you do not have a Cert 2, we will charge you a cancellation fee equal to €30.
- 1.4. Once installed, the Boiler must not be moved unless authorisation has been provided by us in writing for you to do so.
- 1.5. For the first twelve (12) months, the Warranty will be covered by the Local Hero who installed your Boiler. Thereafter, BGE will provide the Warranty in accordance with these terms and conditions. Please see clause 7 below for information on how to notify either Local Heroes or BGE of a claim under this Warranty.

2. Warranty Period

- 2.1. The Warranty will commence from the date your Boiler is installed by the Local Hero and is valid for a period of ten (10) years (the “Warranty Period”) subject to these terms and conditions. For example, if you have your Boiler installed on 29 March 2021, provided you have your Boiler serviced annually in accordance with clause 3 your Warranty will expire on 28 March 2031. If during the Warranty Period, Bord Gáis Energy repairs or replaces any part or the whole Boiler, this will not extend the Warranty Period.

3. Scope of Warranty

- 3.1. During the Warranty Period any product or component of the Boiler which is found by our Service Engineer to be faulty or defective in manufacture, will be repaired or replaced free of material and labour charges, provided that we have authorised or carried out the repair or replacement. If we replace any component or product, the part or product removed will become our property.
- 3.2. This Warranty is for Standard Boilers and System Boilers (which must be fitted with isolating valves) and includes combination or condensing/high efficiency type Boilers installed by the Local Hero. The Warranty applies only where the Boiler installed does not exceed 45kW output.
- 3.3. The Warranty does not include any of the matters referred to in clause 8.

4. Requirement for Annual Service by Bord Gáis Energy

- 4.1. For your Warranty to remain active, your Boiler must be maintained in accordance with the manufacturer’s user instructions and must be serviced annually by Bord Gáis Energy. We will contact you every 12 months to book your Annual Boiler Service. If you do not have your boiler serviced annually by Bord Gáis Energy, your boiler warranty will automatically lapse 15 months after your boiler was (a) initially installed or (b) last serviced by Bord Gáis Energy during the Warranty Period whichever is the later.

- 4.2. Your first Annual Boiler Service will be provided for free by Bord Gáis Energy and will be due twelve months following the date of installation of your Boiler by the Local Hero. To ensure we record your entitlement to this free Annual Boiler Service we will set up a Bord Gáis Energy HomeCare account for you once your Boiler has been installed. This account will record your name, address and contact details so that we can contact you to remind you of your Annual Boiler Service.
- 4.3. If you choose to setup an online account, BGE will contact you via email to remind you of your Annual Boiler Service Date. We may also phone you to arrange your appointment for your Annual Boiler Service.

5. Price Payable By You

- 5.1. As set out in clause 3 above, your first Annual Boiler Service will be provided for free by Bord Gáis Energy. All Annual Boiler Services thereafter (i.e. from your second Annual Boiler Service onwards) during the Warranty Period will be charged at Bord Gáis Energy's standard price. You can check the current rates applicable to our boiler servicing products on the Bord Gáis Energy website at www.bordgaisenergy.ie or by calling our customer service representatives on 01 611 01 01. The price quoted to you is inclusive of VAT at the applicable rate from time to time.

6. Termination

- 6.1. We shall be entitled to terminate this Warranty at any time during the Warranty Period if:
- (a) you fail to book an Annual Boiler Service within 15 months of either (a) installation of the Boiler or (b) your last Annual Boiler Service
 - (b) you default in making any payment due to us;
 - (c) you fail to notify us of a claim in accordance with clause 7 of these terms and conditions; or
 - (d) in the opinion of a Service Engineer, there is a Health and Safety issue (which will be reported to you where relevant) that means it is inappropriate, unsafe or otherwise unsuitable for the Annual Boiler Service to continue or proceed.
- 6.2. Upon termination of the Warranty in accordance with this clause 6, Bord Gáis Energy will have no further obligations to you in respect of the Boiler or otherwise.

7. Reporting a Breakdown

- 7.1. If your Boiler suffers a mechanical or an electrical breakdown during the 12 months following installation, please immediately contact Local Heroes at support@localheroes.ie. After 12 months, if you experience any issues please contact Bord Gáis Energy immediately by calling 01 6110145. Our normal working times, excluding Bank Holidays are 8am – 8pm Monday to Friday, and 9am – 5.30pm Saturday. We will arrange for a Service Engineer, to inspect and repair, or where in our sole opinion repair is not economic, arrange to replace the boiler. Where you do not notify either Local Heroes or Bord Gáis Energy in accordance with this claim procedure set out in this clause 7, your Boiler will not be covered under this Warranty.
- 7.2. Any claims made under the terms and conditions of this warranty must be made within the Warranty Period.
- 7.3. We reserve the right to charge a call-out fee of €30 where:
- (a) A fault cannot be found.
 - (b) The breakdown or fault has been caused by an event, which is excluded from the warranty as set out in clause 8;
 - (c) You cancel a visit by us less than 24 hours before the time of the scheduled visit
 - (d) We cannot gain access to your Boiler to inspect it
 - (e) your Boiler is not covered under this Warranty
- 7.4. We will not be obliged to inspect your boiler where it is considered by the relevant engineer (Local Hero or Service Engineer) that it is inappropriate, unsafe or otherwise unsuitable due to a Health and Safety issue. Where access is required to service installations in lofts or attics, you must ensure that a permanently fixed access ladder is in place. It is your responsibility to ensure there is adequate lighting and permanently fixed flooring. For any cupboard installations, you must provide minimum working clearances as detailed in the installation instructions. Bord Gáis Energy

will not accept responsibility for the removal of cupboards, kitchen units or trims in order to gain access for repairs.

8. Exclusions to Cover

8.1. This Warranty does not apply to:-

- (a) The following faults or defects or any work required to rectify same:
- (i) any defect or damage occurring from a failure of the electricity, fuel or water supply;
 - (ii) any defect or damage occasioned by fire, lightning, explosion, flood, storm, tempest, frost, impact or other extraneous cause;
 - (iii) 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;
 - (iv) any consequential or indirect loss suffered because of water leaks and/or a breakdown of the Boiler as a result of its use or the passing of time, the cost of putting right faults caused by damage or not using the appliance, or of interim supply of heat through other means;
 - (v) any defect caused through malicious or wilful action, negligence, misuse or third-party interference;
 - (vi) any modification, adjustment or repair to the Boiler by a third party which was not approved by us;
 - (vii) any defect, damage or breakdown caused by deliberate action, accident, misuse or third-party interference including modification or an attempted repair which does not fully comply with industry standards;
 - (viii) de-scaling or other work required as a result of hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Indications that such work may be required include a noisy boiler, cold spots on radiators, sludge in pipes and poor circulation of the central heating system;
 - (ix) de-sludging of the system
 - (x) any defect or damage or detrimental effect to the appliance due to contamination (including by water, bacteria, sediment or sludge) of fuel or lack of fuel supply;
 - (xi) any costs incurred during delays in fixing reported faults.
 - (xii) failure of any external pump after the first 12 months;
 - (xiii) the replacement of decorative parts, casing and body of the Boiler;
 - (xiv) the replacement of any part or component which is listed in the table of Excluded Parts;
 - (xv) refilling central heating system with water and venting radiator or cylinder circuit;
 - (xvi) the replacement of the heat exchanger due to a leak, blockage, noise, or failure due to poor water quality;
 - (xvii) the fabric of the building or pipe-work buried in it;
 - (xviii) any pumps in inaccessible locations;
 - (xix) any domestic water services including the cold-water supply tank, its feed, outlets, overflow and the hot water cylinder. The electrical immersion element is specifically excluded;
 - (xx) the following replacement parts: light bulbs, electrical re-wiring, external programmers/time clocks, radiators, room thermostats, radiator valves, external motorised valves, expansion tanks or cylinders, external expansion vessels, pipe-work and conventional/ balanced/ or fan flues;
 - (xxi) any defect or damage or detrimental effect due to the incorrect fuel supply by a third party; or
 - (xxii) any defect or damage or detrimental effect caused after the first twelve (12) months 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.
- (b) Any loss of gas caused by third party interference.

9. Data Protection

9.1. Bord Gáis Energy Limited is the Controller of your Personal Data. For the first 12 months after installation we will process your personal data in accordance with the Local Heroes Privacy Policy at : <https://www.localheroes.ie/privacy-policy> . Thereafter, if you have your Boiler serviced by Bord Gáis Energy, your personal data will be processed in accordance with the HomeCare

Privacy notice at: please read: <https://assets-us-01.kc-usercontent.com/7dd6b71d-d672-0004-6a4d-7043e1d0db33/22cc4910-40a0-4d3b-b195-bc1e852c178d/HomeCarePrivacyNotice.pdf>

10. Glossary

10.1. In these warranty terms and conditions

“Annual Boiler Service” means a service of a boiler as described in clause 10.1;

“Annual Boiler Service Date” means the yearly anniversary of the installation of your Boiler by a Local Hero;

“Boiler” means your boiler which has been installed by a Local Hero and therefore has the benefit of this 10 year warranty subject to the terms and conditions above;

“Bord Gáis Energy”, **“us”** or **“we”** means 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;

“Cert 2” means the certificate of conformance issued by the Local Hero when your Boiler is installed;

“Excluded Parts” means those parts listed in the table entitled “List of spare parts excluded from the Warranty” annexed to this Warranty;

“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 ETCI;
- (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;

“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;

“Local Hero” means the trader who you engaged through www.localheroes.ie who installed your Boiler;

“Property” means the domestic address at which we will carry out the Annual Boiler Service;

“Service Engineer” means a qualified and experienced engineer engaged by Bord Gáis Energy to carry out boiler servicing and repair works;

“Standard Boiler” means an appliance that contains a domestic central heating boiler only;

“System Boiler” means an appliance that contains a domestic central heating boiler and plumbing components including a circulating pump, expansion vessel and safety valve plus internal piping connecting these devices together;

“Warranty” means the ten-year guarantee of your Boiler subject to the terms and conditions set out above.

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

“You” means the customer(s) who has their boiler installed by a Local Hero and who avails of the benefit of the Warranty, and includes a person who we reasonably believe is acting with your authority or knowledge.

**Annex 1 –
List of spare parts excluded from the Warranty**

| Boiler/Central Heating System Parts | |
|--------------------------------------------------|-------------|
| Circulating pump external to Boiler | Not Covered |
| Expansion vessels external to Boiler | Not Covered |
| Safety valve & pressure gauge external to Boiler | Not Covered |
| Hot water storage cylinder | Not Covered |
| Cold water storage tank and filling loop | Not Covered |
| External time clock | Not Covered |
| Motorised Valves | Not Covered |
| Non return or gate valves | Not Covered |
| Filling loops & valves | Not Covered |
| Radiator valves | Not Covered |
| Magnetic filter | Not Covered |
| System pipework | Not Covered |
| Flue pipes & ducts | Not Covered |