

BOILER SERVICES

Energia Standard Terms and Conditions for the Provision of Boiler Services

1. DEFINITIONS

"Agreement" means the Boiler Services Agreement between you and Energia and/or our Service Partner (incorporating these Terms and Conditions) pursuant to which Energia shall provide you with the Boiler Service and you shall pay to Energia all sums due in accordance with Clause 5;

"Boiler" means the boiler on which the Boiler Service or the Boiler Diagnostics Service is to be carried out;

"Boiler Service" means a call-out by a Service Technician to perform a Boiler Service or a Boiler Diagnostics Service;

"Boiler Diagnostics Service" means a call-out by a Service Technician in respect of a Boiler that is not operating correctly or is otherwise non-functional, for the purpose of identifying and diagnosing faults or operational issues affecting the Boiler.

"Boiler Safety Check" means a safely check of a boiler as described in Clause 3.4;

"Business Day" means a day (other than a Saturday or Sunday) on which the banks are open for general business in the Republic of Ireland.

"Energia" means Energia Customer Solutions t/a/ Energia;

"Energia Customer Representative" means a member of the Energia customer representative team;

"EURIBOR" means the Euro Interbank Offered Rate being, in relation to any sum, the rate per annum for deposits in Euro for a specified period;

"Customer" or **"You"** means the customer(s) who enters into this Agreement with Energia and/or our Service Partner;

"Data Protection Legislation" means all legislation relating to the processing and protection of Personal Data including the Irish Data Protection Acts 1988 to 2003, the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, and from the 25 May 2018 the General Data Protection Regulation (EU 2016/679) and any relevant transposition, successor or replacement of those laws and any applicable guidelines or codes of practices;

"Force Majeure" means any event outside Energia's reasonable control, including but not limited to, explosion, flood or other natural disaster, lightning, tempest, fire or other accident, war or threat of war, sabotage, insurrection, riot, invasion, terrorist attack or threat of terrorist attack, civil disturbance or disorder, industrial disputes, strikes and lockouts, acts, restrictions, regulations, by-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 or any event or circumstance which would constitute force majeure under any applicable connection agreement, network or grid code;

"Group Companies" means any company that forms part of the Viridian group from time to time;

"IS 813:2002" means Irish Standard 813:2002 for Domestic Gas Installations as laid down by the National Standards Authority of Ireland (as amended);

"Laws" means all applicable laws, legislation, statutory instruments, directives, regulations, requirements, instructions, orders, directions, rules or otherwise of the Regulator or any

competent authority of a national or EU character, together with all applicable codes, industry agreements or licence conditions, and “Law” shall mean any one of them;

“**Personal Data**” has the meaning set out in the Data Protection Legislation;

“**Premises**” means the premises where the Boiler Service is to be carried out;

“**Service Partner**” means our designated partner responsible for carrying out the gas boiler servicing and diagnostic services provided under these Terms.

“**Service Technician**” means a qualified and experienced engineer engaged by Energia to carry the 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.

“**Terms and Conditions**” means these terms and conditions; and

“**VAT**” means value added tax at the applicable rate from time to time.

In the event of inconsistency between these Terms and Conditions and the Boiler Service Agreement, the following order of precedence shall prevail: a) the Boiler Service Agreement; b) these Terms and Conditions; provided that nothing take precedence over Clause 5 of these Terms and Conditions.

Headings in these Terms and Conditions are inserted for convenience only and are to be ignored in the interpretation of the Terms and Conditions. References to persons or parties in these Terms and Conditions shall include successors and assigns. References to any Laws or documents shall be read as references to such

Laws or documents as amended, repealed or replaced from time to time. “Including” and “include” or any similar expression shall be construed as illustrative and shall not limit the words preceding them

2. BOILER SERVICE & DIAGNOSTICS

(2.1) You may purchase a Boiler Service or Boiler Diagnostics Service:

a) online, at www.smarthomestore.energia.ie; or

b) by telephone, by calling 0818 111 122, in which case you will be referred to the Service Partner who will arrange the appointment and take payment directly from you;

(2.2) Once payment has been made by you in accordance with Clause 5.1, the Boiler Service or Boiler Diagnostics shall be completed within 28 Business Days of the payment being received by Energia, subject to Energia's Service Partner agreeing a suitable date with you for the Boiler Service to be carried out.

(2.3) A Boiler Service comprises an inspection, testing and servicing of the Boiler in accordance with Clause 3.

(2.4) The Boiler Service does not include the provision of any additional labour or parts required to repair the Boiler. Energia does not provide a boiler repair service as part of, or in connection with, the Boiler Service. Where a fault is identified and repair work is required, any repair services, including the supply of parts and labour, must be arranged directly between you and the Service Partner. Any agreement for such repair work shall be a separate agreement between you and the Service Partner, and shall not form part of the Boiler Service or these Terms

(2.5) By booking an appointment for a Boiler Service or Boiler Diagnostics and making the payment to Energia you are entering into this Agreement and agreeing to be bound by these Terms and Conditions.

3. SCOPE OF A BOILER SERVICE AND DIAGNOSTICS

(3.1) A Service Technician will perform a full Boiler Service on the Boiler for up to 45 minutes.

(3.2) A Boiler Service is intended for a Boiler that is operational. A Boiler Diagnostics Service is intended for a Boiler that is not operating correctly or is otherwise non-functional.

(3.3) During the appointment, the Service Technician will carry out approximately 28 diagnostic tests and checks as detailed in Clause 3.4. Where a Boiler Service is being performed, The Service Technician will also inspect the Boiler and clean and adjust it as required.

(3.4) All visual checks and tests will be carried out in accordance with IS813:2002. The Service Technician will follow manufacturer's instructions, where available. The following diagnostic tests and checks may be applied to the Boiler.

Visual Inspection:

- (a) Check boiler location (is it suitable?);
- (b) Check boiler for visual damage; and
- (c) Check appliance for correct operation.

Boiler Checks:

- (d) Check for correct ventilation as appropriate;
- (e) Soundness test passed;
- (f) Check for flue spillage where appropriate;
- (g) Check flue condition, routing and terminal location;
- (h) Check condensate drainage system (condensing boilers only);
- (i) Check appliance clearance from combustible materials;
- (j) Cold check effectiveness of flue;
- (k) Check main burner and clean as necessary;
- (l) Check pilot burner and probes/cables and clean as necessary;
- (m) Check heat exchanger and clean as necessary;
- (n) Check/adjust and record main burner pressure (as per manufacturer's instructions);
- (o) Check operation of flame sensing control;
- (p) Check effectiveness of flue with boiler running;
- (q) Check for gas soundness of appliance with boiler running;
- (r) Check for electrical isolation and correct 3-amp fuse is fitted;
- (s) Inspect electrical wiring for damage and correct connection to appliance;
- (t) Check operation of boiler thermostat;
- (u) Check operation of low water pressure control (where appropriate);
- (v) Check system pressure (as per manufacturer's instructions);
- (w) Check expansion vessel (where required);
- (x) Check flue guard is fitted (where required);
- (y) Check for flue spillage (where appropriate);

(z) Check correct boiler operation including consumer controls (time clock, zone valves, thermostats); and (aa) Appliance conforms to IS 813:2002.(ab) Boiler Combustion Efficiency Test Results

(3.5) Boiler Safety Check

During an Annual Boiler Service, a Service Technician will check the integrity of the Boiler in accordance with Annex C IS 813:2002.

4. PAYMENT

(4.1) Where you book a Boiler Service or Boiler Diagnostics Service through Energia, an up-front payment is payable to Energia at the time of booking and must be authorised by credit card or laser/debit card. The up-front payment represents payment in full for the Boiler Service or Boiler Diagnostics Service.

(4.2) Where you book a Boiler Service or Boiler Diagnostics Service by telephone in accordance with Clause 2.1(b), payment arrangements will be made directly between you and the Service Partner and Energia shall have no responsibility for collecting or processing such payment.

(4.3) The prices quoted for the Boiler Service and the Boiler Diagnostics Service are for the service of a central heating boiler, being System Boilers and Standard Boilers with a separate pump and include combination or condensing / high efficiency type boilers.

(4.4) You shall pay all amounts due under the Agreement in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against Energia in order to justify withholding payment of any such amount in whole or in part.

(4.5) If you do not pay Energia any sum due under these Terms and Conditions when due Energia may charge you (i) late payment interest at the rate of 3% above EURIBOR for the period from the due date to the date payment is received; (ii) reasonable costs of trying to recover overdue payments.

5. ADDITIONAL CHARGES

(5.1) A Boiler Service or a Boiler Diagnostics Service excludes any works to your central heating system unless agreed with our Service Technician/Service Provider. The price for any works to your central heating system will be agreed with you by our Service Provider prior to commencement.

(5.2) A Boiler Service or Boiler Diagnostics Service is only available for the service and safety check of a central heating boiler that does not exceed 32kW (110000 BTU approx) output. If the Boiler is not a Standard Boiler or System Boiler, additional charges may apply and these will be agreed with you prior to commencement.

6. CANCELLATION

(6.1) If you have ordered a Boiler Service or a Boiler Diagnostics Service, you can cancel the Boiler Service or Boiler Diagnostics Service without giving a reason, and without incurring any charges, up to 24 hours before the service is due to be carried out. Your payment will be refunded to you in full within 5 Business Days thereafter.

(6.2) If you cancel less than 24 hours before the Boiler Service or Boiler Diagnostics Service is due to be carried out, a cancellation fee of €30 will be deducted from the amount paid and the balance of your payment will be refunded to you. You will be deemed to have cancelled with less than 24 hours' notice if, without providing at least 24 hours' prior notice to us, the Service Technician cannot access your home to carry out the Boiler Service or Boiler Diagnostics Service at the agreed date and time. Following such cancellation, your appointment will be cancelled and, if you wish to receive a Boiler Service or Boiler Diagnostics Service, you must make a new booking and pay the applicable charge.

7. TERMINATION

(7.1) Energia shall be entitled to terminate the Agreement, at any time, by giving you notice in writing.

(7.2) Upon termination by Energia, we will have no further obligations in relation to the Boiler.

(7.3) All rights and liabilities, which accrued prior to termination and Clauses 4, 5, 10, 11, 13, and 14 shall survive termination of this Agreement.

8. PROVISION OF SPARE PARTS

(8.1) The Service Technician may, while carrying out the Boiler Service or Boiler Diagnostics Service, identify the failure or potential failure of parts or components within the Boiler. The Service Technician may advise you of any repair or replacement work that may be required.

(8.2) Energia does not provide boiler repair services and does not supply replacement parts or components. Any repair work, replacement parts or replacement components are offered solely at the discretion of the Service Partner and must be arranged directly between you and the Service Partner.

(8.3) Any agreement for the provision of repair services, replacement parts or replacement components shall be a separate agreement between you and the Service Partner and shall not form part of the Boiler Service, Boiler Diagnostics Service or these Terms.

(8.4) Energia shall have no responsibility or liability in respect of any repair work, replacement parts, replacement components, warranties, guarantees, delays in supply, availability of parts or any other services provided by the Service Partner in connection with the repair of the Boiler.

(8.5) Any payment relating to repair work, replacement parts or replacement components shall be made directly to the Service Partner in accordance with the terms agreed between you and the Service Partner.

(8.6) Any warranty or guarantee relating to repair work, replacement parts or replacement components shall be provided solely by the Service Partner and not by Energia.

(8.7) Any parts or components removed from the Boiler by the Service Technician may, unless you request otherwise, be retained or disposed of by the Service Partner.

9. WARRANTIES

(9.1) All work undertaken by the Service Technician while servicing the Boiler carries a thirty (30) day warranty from the date the work is carried out by the Service Technician.

(9.2) Subject to the other provisions of this Clause 9, if you have minor problems with the Boiler within the warranty period of thirty (30) days referred to in Clause 9.1, there will be no call out charge applied if the Service Technician has to call back.

(9.3) If, upon further inspection, the Service Technician identifies a fault or issue with the Boiler that is not resolved by the Boiler Service or Boiler Diagnostics Service, the Service Technician may, at their sole discretion, advise you of any repair or replacement work that may be required. Any such repair work, including the supply of labour, parts or components, shall be arranged directly between you and the Service Partner and shall be subject to the Service Partner's terms, pricing and availability. Energia shall have no involvement in, or liability for, any such repair work.

(9.4) You warrant that:

- (a) you are the owner of the Premises or otherwise have legal authority to enter into this Agreement; and
- (b) you have obtained and maintained all necessary licences, permissions, including planning permissions, and consents which may be required before the date on which the Annual Boiler Service or Boiler Repair Service is due to be carried out.

10. CUSTOMER INFORMATION & DATA PROTECTION

(10.1) Protecting our customer's Personal Data is important to Energia. Please see our Standard Terms and Conditions and privacy statement for details of how we process your Personal Data, in accordance with our obligations under the Data Protection Legislation. Our privacy statement is available in your welcome pack and online at <https://www.energia.ie/energia-privacy>. We may update this statement from time to time, and any changes will be notified on our website or otherwise will be notified as required by the Data Protection Legislation.

(10.2) Occasionally you may speak to Energia's employees (or agents acting on Energia's behalf) by telephone. To ensure that Energia provide a quality service your telephone conversations may be recorded. Energia will treat the recorded information as confidential, and it will only be used for training and/or quality control, account management and customer satisfaction purposes or any other purposes mentioned in this Agreement.

11. LIABILITY & FORCE MAJUERE

(11.1) Neither Party shall be liable to the other for any failure to perform its obligations under this Agreement to the extent that such failure is due to the occurrence of an event of Force Majeure, save that the occurrence of an event of Force Majeure shall not excuse the Parties from any obligation to make payments of money under this Agreement.

(11.2) Energia will not be liable to you under this Agreement in contract, tort (including negligence) or otherwise for any indirect damages or economic loss, including but not limited to loss of revenue, business, contracts, predicted savings or profits; but nothing in this Agreement shall limit or exclude Energia's liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors.

(11.3) Energia will only be liable for reasonably foreseeable loss or damage which is a direct consequence of Energia's breach of this Agreement. Notwithstanding this Energia's liability to you under this Agreement shall be limited to €10,000 in any calendar year.

12. COMPLAINTS

(12.1) You may make a complaint in relation to any issue arising under this Agreement by contacting the Customer Service Department of Energia:

- (a) By post, to the following address: Energia
PO Box 12380
Dublin 2
- (b) By telephone on 0818 405 405; or
- (c) By email query at homeenquiries@energia.ie

13. NOTICES

(13.1) All notices and communications concerning this Agreement will be in writing, in the English language and addressed as follows:

Energia,
PO Box 12380
Dublin 2
Attention: Customer Service Team,
Telephone: +353(0)18692000,
Facsimile: +353 (1)8692050.
Email: homeenquiries@energia.ie

(13.2) Energia may change its address at any time by notice in writing. Notices will be deemed served or delivered to the addressee or its office:

- (a) if delivered by hand, upon the date of delivery;
- (b) if delivered by pre-paid ordinary post within the jurisdiction in which you resides or is registered, 2 days after sending or if delivered by pre-paid ordinary post outside the jurisdiction in which you reside 5 days after sending;
- (c) if delivered by facsimile, at the time that a transmission report is produced by the sender's facsimile machine confirming that the transmission has been satisfactorily completed; or
- (d) if delivered by electronic mail, at the time that the sender's computer generates a message stating that the e-mail has been received.

14. GENERAL

(14.1) This Agreement constitutes the entire agreement between you and Energia in relation to the Boiler Services and will be effective from the date that you enter into Agreement.

(14.2) This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements between the Parties in relation to the subject matter of this Agreement. Each Party acknowledges that it has not entered into this Agreement on the basis of any representation or warranty other than those set out herein.

(14.3) This Agreement applies to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

(14.4) Any special conditions or extra time that we allow are limited to the specific circumstances in which they are given and do not affect our rights under this Agreement in any other way.

(14.5) Energia may assign the benefit of this Agreement or any part of it. You may assign this Agreement only with written consent of Energia.

(14.6) Any waiver under this Agreement must be in writing. No waiver of any power or right shall be construed as a waiver of any other power or right. A waiver of a breach will not operate or be construed as a waiver of any other or further breach.

(14.7) If any court of competent jurisdiction declares any provision of this Agreement void, that provision will be severed and the remainder of this Agreement will remain in full force and effect. If any provision of this Agreement becomes invalid or unenforceable or requires variation as a result of any change in any Law or trading arrangements, this Agreement will be amended by agreement between the Parties, or failing such agreement, as determined by Energia acting in good faith, in such a way as to give effect to the commercial intent of the Parties as set out in this Agreement.

(14.8) The Laws of Ireland will govern this Agreement, and the Parties accept the non-exclusive jurisdiction of the courts of Ireland

(14.9) Nothing in this Agreement excludes or affects your statutory rights.