

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 (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;

“**Annual Boiler Service**” means the services described in Clause 3 of this Agreement;

“**Boiler**” means the boiler on which the Annual Boiler Service or the Boiler Repair Service is to be carried out;

“**Boiler Service**” means a call-out by a Service Technician to perform an Annual Boiler Service or a Boiler Repair Service;

“**Boiler Repair Service**” means a call-out by a Service Technician to perform a boiler repair service as described in Clause 4;

“**Boiler Safety Check**” means a safety 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 Viridian Energy Limited 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;

“**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 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

(2.1) You may request a Boiler Service:

- (a) by telephone, by calling 0818 111 122;
- (b) online, at www.energia.ie; or
- (c) in person, when an Energia Customer Representative calls to your door.

(2.3) If you have requested a Boiler Service by any of the methods outlined at Clause 2.1:

(b) a quotation for the Boiler Service will be provided to you within 5 Business Days from the date you contact Energia and

(c) if the quotation is acceptable to you, you shall pay Energia in accordance with Clause 5.1.

(2.4) Once payment has been made by you in accordance with Clause 5.1, the Boiler Service shall be completed within 28 Business Days of the payment being received by Energia, subject to the following:

- (a) Energia obtaining the necessary parts required from relevant third parties; and
- (b) Energia agreeing a suitable date with you for the Boiler Service to be carried out.

(2.5) The Boiler Service does not include the provision of any additional labour or any parts which are required to repair the Boiler. Should a part or additional labour be required to repair the Boiler Energia will provide a quote for this separately.

(2.6) By booking an appointment for a Boiler Service 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 ANNUAL BOILER SERVICE

(3.1) The Annual Boiler Service includes one Boiler Service and one Boiler Safety Check per annum.

(3.2) A Service Technician will perform a full Boiler Service on the Boiler for up to 45 minutes. This service will comprise approximately 28 separate diagnostic tests and checks as detailed at Clause 3.3.

(3.3) As part of the Boiler Service the Service Technician will inspect the Boiler and clean and adjust it as required. All visual checks and tests will be carried out in accordance with IS 813:2002. The Service Technician will follow manufacturer's instructions, where available. The following diagnostic tests and checks will 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

(3.4) 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. BOILER REPAIR SERVICE

(4.1) As part of the Boiler Repair Service a Service Technician will call out to the Premises at your request and provide a professional diagnosis on the boiler. All visual checks and tests will be carried out in accordance with IS 813:2002. The Service Technician will follow manufacturer's instructions, where available.

5. PAYMENT

(5.1) An up-front payment is payable by you to Energia when you book the appointment for the Boiler Service, and payment must be authorised either by credit card or laser/debit card. The up-front payment represents payment in full for the Boiler Service, unless the time required exceeds 45 minutes in respect of the Annual Boiler Service or 30 minutes in respect of the Boiler Repair Service, following which you will be charged in increments of 15 minutes or part thereof.

(5.2) The balance of the price payable for the Boiler Service shall be payable by you to our service providers prior to the Boiler Service being carried out.

(5.3) The price for the Annual Boiler Service is as set out on the Energia website (www.energia.ie) at the date you sign-up for the Annual Boiler Service. You will be advised of the price before you sign up for a Boiler Service.

(5.4) A call out rate shall be charged for the Boiler Repair Service. The price for the Boiler Repair Service is dependent on the nature of the works to be done and will be quoted to you at the date you sign-up for the Boiler Repair Service. You will be advised of the price before you authorise the payment.

(5.5) The prices of the Annual Boiler Service and the Boiler Repair Service are inclusive of VAT at the applicable rate but exclude the cost of any replacement parts for the Boiler.

(5.6) The prices quoted for the Annual Boiler Service and the Boiler Repair 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.

(5.7) 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.

(5.8) 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.

6. ADDITIONAL CHARGES

(6.1) If a repair of the Boiler takes longer than the 45 minutes included in the price of an Annual Boiler Service or the 30 minutes included in the price of a Boiler Repair Service, additional charges will apply which are available from our service providers. All additional charges will be agreed with you by our service providers before any additional costs are incurred by you.

(6.2) Once the 45 minute duration of the Annual Boiler Service or the 30 minute duration of the Boiler Repair Service has elapsed, any additional time spent by the Service Technician repairing the Boiler will be charged in 15 minute units.

(6.3) An Annual Boiler Service or a Boiler Repair Service excludes any works to your central heating system unless agreed with Energia or our Service Technician. The price for any works to your central heating system will be agreed with you by our Service Technician prior to commencement.

(6.4) An Annual Boiler Service or Boiler Repair 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.

(6.5) The Annual Boiler Service and the Boiler Repair Service do not include the cost of replacement parts for the Boiler.

7. CANCELLATION

(7.1) If you have ordered an Annual Boiler Service or a Boiler Repair Service, you can cancel the Annual Boiler Service or Boiler Repair 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 within 5 Business Days thereafter.

(7.2) If you cancel less than 24 hours before the Annual Boiler Service or Boiler Repair Service is due to be earned out, we will charge you a cancellation fee equal to €30, which will be offset against the amount paid, and the balance of your payment will be refunded to you. In the event that your payment is less than €30, you will be liable to pay the difference to Energia. You will be deemed to have cancelled with less than 24 hours' notice if,

without at least 24 hours prior notice to us, the Service Technician cannot access your home to carry out the Annual Boiler Service or Boiler Repair Service on the agreed time and day.

(7.3) If at any time you no longer wish to avail of the Annual Boiler Service, you may terminate the Annual Boiler Service by contacting Energia by any of the methods outlined at Clause 14.

(7.4) If you terminate the Annual Boiler Service, Energia will have no further obligations with respect to the Boiler.

8. TERMINATION

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

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

(8.3) All rights and liabilities, which accrued prior to termination and Clauses 5, 6, 11, 12, 14, and 15 shall survive termination of this Agreement.

9. PROVISION OF SPARE PARTS

(9.1) The Service Technician may, while carrying out the Annual Boiler Service or the Boiler Repair Service, identify parts or component failure or potential failure of same in the Boiler. The Service Technician will advise you of the cost of replacement of any such parts and if necessary, but subject to your authorisation, will supply and fit replacement parts and/or components as is required. Title to any replacement parts and/or components will only pass to you when you have paid Energia for them.

(9.2) Replacement parts and/or components may not be the same as the parts and/or components being replaced and may not be manufactured by the original manufacturer.

(9.3) Energia will not be responsible for any delay in the provision or unavailability, or spare parts by suppliers or manufacturers.

(9.4) Any parts or components which are removed from the Boiler by the Service Technician will, unless you request otherwise, be taken away for disposal by the Service Technician.

(9.5) A warranty of two years will apply to any parts installed by Energia from date of installation.

(9.6) If the Service Technician needs to leave the premises to source replacement components and/or parts, payment for the Service and any additional labour charges (if applicable) will be required before the Service Technician returns to replace components and/or parts. An Energia customer service representative will advise you of any additional costs for the replacement components and/or parts and fitting and payment in full will be required before scheduling a visit to replace component and/or parts.

(9.7) In certain circumstances depending on the cost or availability of a replacement component or part. Energia will require payment in full in advance for the replacement component or part upon ordering.

10. WARRANTIES

(10.1) 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.

(10.2) Subject to the other provisions of this Clause 10, if you have minor problems with the Boiler within the warranty period of thirty (30) days referred to in Clause 10.1, there will be no call out charge applied if the Service Technician has to call back.

(10.3) If, however, when the Service Technician calls back, he/she identifies a problem with the Boiler that is not related to the Annual Boiler Service or the Boiler Repair Service, the Service Technician will advise you of the cost of the labour, and any replacement parts necessary to rectify the matter. Subject to your approval, the Service Technician will then try to fix the problem and you will be charged for the time it takes for the Service Technician to fix the problem and for the cost of any replacement components and/or parts. Time will be charged in 15 minute units.

(10.4) 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.

11. CUSTOMER INFORMATION AND DATA PROTECTION

(11.1) 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.

(11.2) 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.

12. LIABILITY AND FORCE MAJEURE

(12.1) 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.

(12.2) 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.

(12.3) 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.

13. COMPLAINTS

(13.1) 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 online query at www.energia.ie

14. NOTICES

(14.1) 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

(14.2) 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.

15. GENERAL

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

(15.2) 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.

(15.3) 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.

(15.4) 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.

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

(15.6) 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.

(15.7) 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.

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

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