Limited Offer: Free Gas Boiler Service

Terms and Conditions

These terms and conditions, as amended from time to time, set out the details of Energia's limited offer to carry out a free Boiler Service for its Customers in respect of gas boilers only. These terms and conditions are supplementary to Energia's Standard Terms and Conditions ("**Standard Terms and Conditions**" available at https://www.energia.ie/termsofuse) and Energia's Standard Terms and Conditions for the provision of Boiler Services ("**Standard Boiler Service Terms and Conditions**").

Important Information: This offer (and its Supplementary Terms and Conditions) will expire at 5p.m. on **31st August 2024**. This offer is not valid in conjunction with any other offer or special promotion. Energia reserve the right to vary or cancel this offer and its Supplementary Terms and Conditions at any time (subject to the provisions below).

1. **DEFINITIONS**

In these conditions, the words below have the following meanings:

"**Agreement**" means this Boiler Services Agreement between you and Energia (incorporating the Boiler Services T&Cs) pursuant to which Energia provides you with a Boiler Service.

"**Boiler**" means the Customer's gas boiler on which the Boiler Service is to be carried out.

"**Boiler Diagnosis**" means a diagnosis by a Service Technician to be performed where the Boiler at the Premises is not working at the appointed time for the Service Technician to carry out the Boiler Service.

"**Boiler Service**" means a call-out by a Service Technician to perform the free boiler service as further detailed in Clause 3.2.

"**Customer**" or "**you**" means:

(a) a new Customer who has signed up to a minimum 12 month contract with Energia on or before 30 June 2024 for the supply of Electricity and/or Gas (a "**New Customer**"); or

(b) an existing Customer who has already signed up to a minimum 12 month contract with Energia, and who is renewing the contract for a minimum 12 month period with Energia on or before 30 June 2024 for the supply of Electricity and/or Gas (a "**Renewing Customer**"),

and who has entered into a Boiler Services Agreement (1) by 30 June 2024; or (2) within 7 days of registering with Energia as a New Customer or as a Renewing Customer (whichever date falls first).

"**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 practice.

"**Dual Fuel Customer**" means a customer which has entered into an agreement for the supply of electricity and gas with Energia at the Premises.

"**Energia**" means Viridian Energy Limited t/a Energia.

"**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.

"**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 out the Boiler Service.

"**Supplementary Terms and Conditions**" means these terms and conditions.

2. BOILER SERVICE

2.1 The Boiler Service is available to Customers in respect of gas boilers only.

2.2 Each Customer is entitled to one Boiler Service only under these Supplementary Terms and Conditions.

2.3 In order to avail of your Boiler Service, Customers must contact our services team by telephone on 0818 111 122. If you have made an appointment to redeem your Boiler Service and signed up to this Agreement, you can cancel the Boiler Service and this Agreement without giving a reason, and without incurring any charges, up to 14 days after entering this Agreement and Energia will have no further obligations with respect to the Boiler.

2.4 This offer will expire at 5.p.m. on 31 August 2024. Customers who do not contact our services team (1) on or before 17 August 2024; or (2) within 7 days of registering as a New Customer or a Renewing Customer (whichever date falls first) pursuant to these Supplementary Terms and Conditions will not be entitled to a free Boiler Service, and will not be entitled to any discount, cash back, or cash alternative. Customers may only avail of a free Boiler Service under these Supplementary Terms and Conditions, and may not transfer his or her entitlement to a free Boiler Service to any other Customer, or avail of this offer in conjunction with any other contract with Energia. Customers wishing to avail of boiler services after 31 August 2024 must do so in accordance with Energia's Standard Boiler Service Terms and Conditions which are available online at https://www.energia.ie/cosy-homes/gas-boiler-servicing.

2.5 Please note that appointments for carrying out a Boiler Service will be subject to availability. Energia will use reasonable efforts to ensure that all Boiler Services appointments are scheduled on or before 31 August 2024. Please note that appointments are not available on Sundays or public holidays.

3. SCOPE OF BOILER SERVICE

3.1 A Service Technician will perform a full Boiler Service on the Boiler at the Premises for up to 45 minutes. The Boiler Service will comprise of approximately 28 separate diagnostic tests and checks as detailed at Clause 3.2.

3.2 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 the 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);

(aa) Appliance conforms to IS 813:20020; and

(bb) Boiler Combustion Efficiency Test Results.

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

3.4 Your Boiler must be in good working order for the Boiler Service to be carried out.

3.5 If your Boiler is not working when the Service Technician arrives, your Boiler Service cannot be carried out, and the Service Technician will instead carry out a Boiler Diagnosis. A Service Technician will perform a Boiler Diagnosis on the Boiler for up to 30 minutes free of charge in lieu of the Boiler Service. Additional charges will apply after this time.

3.6 By accepting this offer and booking an appointment for a Boiler Service, you are entering into this Agreement and agreeing to be bound by these Supplementary Terms and Conditions.

4. CHARGES

4.1 Energia will not charge Customers a fee for carrying out a Boiler Service in accordance with Clause 3.2 of these Supplementary Terms and Conditions.

4.2 Energia reserve the right to impose additional charges on Customers where:

(a) the Service Technician is required to carry out a Boiler Diagnosis in accordance with Clause 3.5 in excess of 30 minutes;

(b) the Boiler Service exceeds 45 minutes;

(c) any works or services carried out by a Service Technician at the Premises other than a Boiler Service or Boiler Diagnosis;

(d) any additional labour and / or parts required to carry out repairs on the Boiler in accordance with Clause 6.6;

(e) if you cancel and reschedule the Boiler Service appointment less than 24 hours before the Boiler Service is due to be carried out, we will charge you a rescheduling fee of €30; and

(f) if you cancel (and do not reschedule) the Boiler Service appointment less than 24 hours before the Boiler Service is due to be carried out, you will no longer be entitled to a free Boiler Service, and Energia shall have no further obligations in respect of the Boiler under these Supplementary Terms and Conditions.

5. TERMINATION

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

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

5.3 All rights and liabilities, which accrued prior to termination shall survive termination of this Agreement.

6. PROVISION OF SPARE PARTS

6.1 The Service Technician may, while carrying out the Boiler 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.

6.2 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.

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

6.4 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.

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

6.6 If the Service Technician needs to leave the premises to source replacement components and/or parts, any additional labour charges (if applicable) may 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.

6.7 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.

7. DATA PROTECTION

7.1 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.

7.2 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.

8. WARRANTIES

8.1 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.

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

8.3 If, however, when the Service Technician calls back, he/she identifies a problem with the Boiler that is not related to the Boiler 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 as described on the Energia website at www.energia.ie at that time.

8.4 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 Boiler Service is due to be carried out.

9. LIABILITY AND FORCE MAJEURE

9.1 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.

9.2 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.

9.3 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.

10. COMPLAINTS

10.1 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

11. NOTICES

11.1 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

11.2 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.

12. GENERAL

12.1 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.

12.2 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.

12.3 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.

12.4 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.

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

12.6 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.

12.7 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.

12.8 The laws of Ireland will govern this Agreement and the Parties accept the non-exclusive jurisdiction of the courts of Ireland.

12.9 Nothing in this Agreement excludes or affects your statutory rights.