

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 Clauses 5 and 6;

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

“Boiler” means the boiler on which the Boiler Service or the Boiler Repair Service is to be carried out, but does not include non-condensing boilers or fireplace-insert boilers;

“Boiler Care Bronze Standard Service” means a boiler service carried out in accordance with Clause 3.A;

“Boiler Care Gold Standard Service” means a boiler service carried out in accordance with Clause 3.B;

“Boiler Care Silver Standard Service” means a boiler service carried out in accordance with Clause 3.C;

“Boiler Service” means a call-out by a Service Technician to perform (as applicable)

(a) a Boiler Care Gold Standard Service;

(b) a Boiler Care Silver Standard Service; or

(c) a Boiler Care Bronze Standard 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 safely check of a boiler as described in Clause 3.A.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 Act 2018, 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 Cover” means

- (a) in respect of the Boiler Care Silver Standard Service, an amount up to €250 (including VAT).
- (b) in respect of the Boiler Care Gold Standard Service, an amount up to €1,000 (including VAT).

“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 Clauses 5 or 6 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 1850 719 377;
- (b) online, at www.energia.ie; or
- (c) in person, when an Energia Customer Representative calls to your door.

(2.2) At the time of booking a Boiler Service, you must select either:

- (a) a Boiler Service Bronze Standard Service;

(b) a Boiler Service Silver Standard Service;

(c) a Boiler Service Gold Standard Service.

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

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

(b) 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.

(2.7) Boiler Services will be conducted during normal working hours (8am to 6pm Monday to Friday excluding bank holidays and public holidays in Ireland), unless otherwise agreed between the parties.

3.A. SCOPE OF BOILER CARE BRONZE STANDARD SERVICE

This Clause 3.A applies only where the Customer has selected a Boiler Care Bronze Standard Service. Note that this Boiler Service (Boiler Care Bronze Standard Service) is not available to Customers with a non-condensing boiler or a fireplace-insert boiler.

(3.A.1) The Boiler Care Bronze Standard Service includes one Annual Boiler Service and one Boiler Safety Check per annum.

(3.A.2) A Service Technician will perform a full Annual 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.A.3.

(3.A.3) As part of the Annual Boiler Service the Service Technician will inspect the Boiler and clean and adjust it as necessary. All visual checks and tests will be carried out in accordance with IS 813:2002. The Service Technician will follow manufacturer's instructions as outlined in the installation and servicing 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.A.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.

3.B. SCOPE OF BOILER CARE SILVER STANDARD SERVICE

This Clause 3.B applies only where the Customer has selected a Boiler Care Silver Standard Service. Note that this Boiler Service (Boiler Care Silver Standard Service) is not available to Customers with a non-condensing boiler, a fireplace-insert boiler, or a natural gas condensing boiler that is more than twelve (12) years' old.

(3.B.1) Boiler Care Silver Standard includes:

(a) one Annual Boiler Service;

(b) one Boiler Safety Check; and

(c) labour and parts in the case of breakdown of this appliance (including the replacement of the pump inside the Boiler, labour for call-outs or repairing a reported fault on your Boiler) for 12 months from the date of the Boiler Service, up to a maximum value of the Service Cover (being €250 including VAT), save for the Excluded Works and Excluded Parts (the "**Silver Standard Service Works & Parts**").

(3.B.2) Once the Service Cover has been reached, any further costs incurred within 12 months from the date of the initial Boiler Service will be fully chargeable to you in accordance with Clauses 5 and 6 below. We shall not be responsible for providing (a) Silver Standard Service Works & Parts with a cost of greater than the Service Cover (calculated at prevailing rates), or (b) Excluded Works; or (c) Excluded Parts. Where a Customer requests additional parts or labour which are listed as an Excluded Part or Excluded Works, and / or where the cost of such additional parts or labour exceeds the applicable Service Cover (or the balance of the Service Cover available to that Customer) this will be quoted for separately.

(3.B.3) The Boiler Care Silver Standard Service does not include repair or replacement of the Boiler or any part thereof in the event of spare parts or components not being reasonably available. If the Boiler cannot be repaired because of the lack of available spare parts or components, the Boiler Care Plan shall be terminated, and the balance of the Service Cover paid by the Customer to Energia shall be refunded to the Customer on a pro-rata basis, less any costs already incurred by Energia in carrying out the Boiler Care Silver Standard Service.

3.C. SCOPE OF BOILER CARE GOLD STANDARD SERVICE

This Clause 3.C applies only where the Customer has selected a Boiler Care Gold Standard Service. Note that this Boiler Service (Boiler Care Gold Standard Service) is not available to Customers with a non-condensing boiler, a fireplace-insert boiler, or a natural gas condensing boiler that is more than twelve (12) years' old.

(3.C.1) The Boiler Care Gold Standard Service includes:

(a) one Annual Boiler Service;

(b) one Boiler Safety Check; and

(c) labour and parts in the case of breakdown of this appliance (including the replacement of the pump inside the Boiler, labour for call-outs or repairing a reported fault on your Boiler) for up to 12 months from the date of the Boiler Service, up to a maximum of the Services Cover (being €1,000 including VAT), save for the Excluded Works and Excluded Parts (the "**Gold Standard Service Works & Parts**").

(3.C.2) Once the Service Cover has been reached, any further costs incurred within 12 months from the date of the initial Boiler Service will be fully chargeable to you in accordance with Clauses 5 and 6 below. We shall not be responsible for providing (a) Gold Standard Service Works & Parts with a cost of greater than the Service Cover (calculated at prevailing rates), or (b) Excluded Parts; or (c) Excluded Works. Where a Customer requests additional parts or labour which are listed as an Excluded Part or Excluded Works, and / or where the cost of such additional parts or labour exceeds the applicable Service Cover (or the balance of the Service Cover available to that Customer) this will be quoted for separately.

(3.C.3) We will endeavour, subject to workloads and labour availability, to give priority in response to any breakdown or failure of the central heating boiler and to respond to a call within twenty-four (24) hours. Where our offices are closed, a facility for leaving a message identifying your address and contact details will be available to facilitate our on call staff to follow up this report with you.

(3.C.4) The Boiler Care Gold Standard Service does not include repair or replacement of the Boiler or any part thereof in the event of spare parts or components not being reasonably available. If the Boiler cannot be repaired because of the lack of available spare parts or components, the Boiler Care Plan shall be terminated, and the balance of the Service Cover paid by the Customer to Energia shall be refunded to the Customer on a pro-rata basis, less any costs already incurred by Energia in carrying out the Boiler Care Gold Standard Service.

3.D EXCLUDED WORKS AND EXCLUDED PARTS

(3.D.1) Where you select a Boiler Care Gold Standard Service or a Boiler Care Silver Standard Service, it is important that you read this Clause to understand what is **not** included within the Boiler Care Gold Boiler Care Gold Standard Service or a Boiler Care Silver Standard Service.

(3.D.2) The Excluded Works comprise of the following

(a) Any of the following work:

- (i) the replacement of decorative parts, casing and body of the Boiler;
- (ii) the replacement of any part or component which is listed in the table of Excluded Parts;
- (iii) refilling central heating system with water and venting radiator or cylinder circuit;
- (iv) de-scaling and any work arising from hard water scale deposits or from damage caused by aggressive/corrosive water;
- (v) de-sludging of the system; or
- (vi) the replacement of the heat exchanger due to a leak, blockage, noise, or failure due to poor water quality.

(b) Any work required to address the following faults or defects:

- (i) any defect or damage occurring from a failure of the public electricity or water supply;
- (ii) failure of the pump on a Boiler due to waterleaking from the isolating valves or the connecting pipework or components. A pump replaced due to failure caused by poor water quality will be replaced once only and no further work will be carried out on this pump until confirmation is received that the wet side of the central heating system has been treated;
- (iii) any defects or inadequacy attributable to the original design of the gas central heating system,
- (iv) defects or malfunctions due to faulty materials or workmanship in manufacture;
- (v) any defect or malfunction which arises as a result of any other cause (except for fair wear and tear) not due to the neglect or default of Energia;
- (vi) any consequential or indirect loss suffered because of water leaks and/or a breakdown of the Boiler and the cost of putting right faults caused by damage or not using the appliance, or of interim supply of heat through other means;
- (vii) any defect caused through malicious or wilful action, negligence, misuse or third party interference;
- (viii) any defect or damage occasioned by fire, lightning, explosion, flood, storm, tempest, frost, impact or other extraneous cause; or
- (ix) any modification, adjustment or repair to the Boiler or system by a third party.

(c) Any work on the following:

- (i) the fabric of the building or pipework buried in it;
- (ii) any pumps in inaccessible locations;
- (iii) any domestic water services including the cold-water supply tank, its feed, outlets, overflow and the hot water cylinder.
- (iv) the electrical immersion element is specifically excluded;

- (iv) the following replacement parts: light bulbs, electrical re-wiring, external programmers/time clocks, radiators, room thermostats, radiator valves, external motorized valves, expansion tanks or cylinders, external expansion vessels, heat exchanger, pipe-work and conventional/balanced/ or fan flues.
- (d) Any other items that are brought to your attention by us as Excluded Items prior to you requesting a Boiler Service.

(3.D.3) The Excluded Parts comprise of the following:

- (a) Circulating pump external to Boiler;
- (b) Expansion vessels external to Boiler;
- (c) Safety valve & pressure gauge external to Boiler;
- (d) Hot water storage cylinder;
- (e) Cold water storage tank and filling loop;
- (f) External time clock;
- (g) Heat exchanger;
- (h) System Pipework; and
- (i) Flue pipes & ducts.

4. BOILER REPAIR SERVICE

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

(5.4) Where

- (a) a Customer has selected a Boiler Care Bronze Standard Service, or
- (b) a Customer has selected a Boiler Care Gold Standard Service or a Boiler Care Silver Standard Service, **and** the relevant Service Cover has been reached,

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 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 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

Where a Customer has selected a Boiler Care Gold Standard Service or a Boiler Care Silver Standard Service, the following Clause 6 does not apply to (a) Silver Standard Service Works & Parts or (b) Gold Standard Service Works & Parts (as applicable), subject to the relevant Service Cover amount.

(6.1) If a repair of the Boiler takes longer than the 45 minutes included in the price of an 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 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) A 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) A 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 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 a Boiler Service or a Boiler Repair Service, you can cancel the 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 Boiler Service or Boiler Repair Service is due to be performed, 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 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 Boiler Service, you may terminate the Boiler Service by contacting Energia by any of the methods outlined at Clause 14.

(7.4) If you terminate the 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 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 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, subject to Clause 3, 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 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 1850 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.