

## Energia Home Services

### Terms and conditions

These terms and conditions, as amended from time to time (the “**Conditions**”) together with the Order and the Consent (as defined below) constitute the agreement for the provision of Home Services between Viridian Energy Ltd (“**Energia**”) and the person requesting Home Services (the “**Customer**” or “**you**”).

#### 1. **Definitions**

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

“**Additional Works**” means any products or services not included in the Quotation but agreed by you on foot of our quotation under clause 3.4 below.

“**Agreement**” means the contract between you and Energia, comprising, the Order, the Consent and these Conditions.

“**Commencement Date**” means the date on which Energia issues you with written acceptance of the Order, the Consent and the Deposit.

“**Conditions**” means these general terms and conditions.

“**Consent**” means your written consent for Energia to supply the Works to you at the Premises.

“**Deposit**” means the deposit payable by you to Energia before we supply you with the Works, the amount to be determined by Energia at its sole discretion.

“**DPA**” means (i), all legislation and regulations relating to the processing and protection of Personal Data including the Data Protection Acts 1988 and 2003 and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011.

“**Energia**” means Viridian Energy Limited t/a Energia.

“**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.

“**Fee**” means the fee payable by you to Energia in consideration for the provision of the Works (and/or the Additional Works, as applicable).

“**Force Majeure**” means any event outside Energia’s reasonable control, including but not limited to Acts of God, 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 which forms part of the Viridian group from time to time.

“**Invoice**” has the meaning given in clause **Error! Reference source not found.**

“**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.

“**Order**” means your order for the Works at the prices outlined in the Quotation.

“**Party**” means Energia or the Customer, and “**Parties**” shall be construed accordingly.

“**Personal Data**” has the meaning set out in the DPA.

“**Premises**” means the premises identified in the Order being the property at which the works are to be supplied.

“**Products**” means the products to be supplied by Energia to you as set out in the Order (in this instance Netatmo).

“**Quotation**” means the document which details this description of and the prices for the provision of the Products and Services.

“**Services**” means the home services to be supplied by Energia to you as set out in the Order.

“**Subcontractors**” means the party or parties to whom Energia may subcontract all or part of the Services.

“**Termination Date**” has the meaning given in Clause 8.1.

“**Unordered Works**” means any works (whether undertaken prior to, during or after the Works) undertaken by any Subcontractors or any other third party/parties at the Premises which are outside the scope of the Works.

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

“**Works**” means the Products and Services as set out in the Order plus Additional Works (if applicable).

“**you**” means the Customer named on the front cover of these Conditions.

In the event of inconsistency between these Conditions, the Order and the Consent, the following order of precedence shall prevail: a) the Order; b) the Consent; c) these Conditions; provided that nothing take precedence over Clauses 4.1 or **Error! Reference source not found.** of these Conditions.

Headings in these Conditions are inserted for convenience only and are to be ignored in the interpretation of the Agreement. References to persons or parties in the Agreement 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. **Basis of Agreement**

2.1 Any quotation given by Energia shall not constitute an offer, and is only valid for a period of 90 days from its date of issue.

- 2.2 The Order constitutes an offer by you to purchase the Works from Energia in accordance with this Agreement. For the Order to be valid, it must be accompanied by the Consent and the Deposit.
- 2.3 The Order shall only be deemed to be accepted on the Commencement Date at which point and on which date the Agreement shall come into existence.

### 3. **Supply of Works**

- 3.1 Energia (or its agent(s) or Subcontractor(s)) shall supply the Works to you in accordance with the Order in all material respects.
- 3.2 Energia shall have the right to make any changes to the Works which are necessary to comply with any applicable Laws and/or safety requirements, or which do not materially affect the nature or quality of the Works. Energia shall notify you in advance in the event that any changes to the Works are required.
- 3.3 The Works shall be supplied in a good and workmanlike manner using all reasonable care and skill.
- 3.4 If Energia considers that Additional Works are required or recommended, Energia shall advise you as soon as possible. If Energia is in a position to undertake such Additional Works, Energia will provide you with an estimate of the time required to complete such Additional Works and the associated costs.
- 3.5 If Energia discovers that there are issues which prevent Energia from completing the Works, Energia will notify you and you shall have the option to either:
- (a) end the Agreement (in accordance with clause 8); or
  - (b) suspend the Agreement until such time as such issues are rectified. If such issues are not rectified within 6 months of the date that the issue arises either Party may terminate the Agreement.

### 4. **Fees and payment**

- 4.1 A payment of 100% of the overall costs of the works shall be payable to Energia (or its agent(s) or Subcontractor(s)) before any of the works agreed shall commence.
- 4.2 In consideration of Energia (or its agent(s) or Subcontractor(s)) carrying out the Works, you shall pay to Energia (or its agent(s) or Subcontractor(s)) the Fee.
- 4.3 We will charge VAT at the appropriate rate. All prices quoted are exclusive of VAT except where VAT is expressly stated to be included.
- 4.4 This obligation to pay the Fee continues until this Agreement ends in accordance with clause 8 below, even if you leave the Premises beforehand.
- 4.5 If you do not pay Energia any sum due pursuant to the Invoice within 14 days of the date of the Invoice Energia may charge you (i) late payment interest at the rate of 2% above EURIBOR for the period from the due date to the date payment is received and (ii) reasonable costs of trying to recover overdue payments.
- 4.6 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. Warranties and Obligations

5.1 You warrant that:

- (a) you are the owner of the Premises or otherwise have legal authority to enter into the 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 Works are to start.

5.2 You are obliged to:

- (a) ensure that the terms of the Order and any information provided in the Order is complete and accurate;
- (b) provide Energia, our employees, agents, consultants (including quality assurance consultants) and Subcontractors with access to the Premises for all purposes in connection with the Works at all reasonable times and at any time in an emergency;
- (c) provide Energia with such information as we may reasonably require in order to supply the Works, and ensure that such information is accurate in all material respects;
- (d) prepare the Premises for the supply of the Works; and
- (e) abide by all instructions and advice issued by Energia (or the Subcontractors) regarding the Works including but not limited to equipment and health and safety.

5.3 If Energia's performance of any of Energia's obligations under the Agreement is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (the "**Customer Default**"):

- (a) Energia shall without limiting our other rights or remedies have the right to suspend supply of the Works until you remedy the Customer Default, and to rely on the Customer Default to relieve Energia from the performance of any of Energia's obligations to the extent that the Customer Default prevents or delays Energia's performance of any of our obligations; and
- (b) Energia shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 5.3 caused by the Customer Default.

## 6. Indemnity

The Customer shall indemnify and hold harmless Energia against all and any loss, damage, costs, expenses, charges, fees, claims or liability incurred by Energia arising out of a breach of any of the warranties contained in clause 5.1.

## 7. Liability and Force Majeure

7.1 Neither Party shall be liable to the other for any failure to perform its obligations under the 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.

- 7.2 All Works carry a six (6) month warranty, except in the case of a defective Product which carries a manufacturer's warranty period in excess of 6 months. In this case the warranty period for the particular defective Product shall be the manufacturer's warranty period. The manufacturer's warranty period shall only apply to the particular defective Product and not to any works relating to that Product.
- 7.3 Energia will repair or replace any defective Product and/or remedy any defective Service free of charge if you notify Energia during the warranty period. There will be no call-out charge applied in such circumstances.
- 7.4 Energia's sole liability, and your sole remedy, in contract, tort, or otherwise, shall be limited to the repair or replacement of defective Products and to the remedy of defective Services and Energia's liability shall be limited to the value of the Agreement. Energia shall have no liability in inspect of Unordered Works.
- 7.5 Without prejudice to clause 7.4:
- (a) Energia will not be liable to you under the 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
  - (b) nothing in these Conditions 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.
  - (c) Energia Energia will not be liable for the failure of Netatmo to function due to the quality of WiFi signal on your Premises. We will not accept liability due to the non-availability of, any interruptions to, or the quality of your WiFi service.
  - (d) Similarly, Energia will not be responsible for:
    - (i) any costs, loss or damage as a result of not using Netatmo in accordance with its guidelines or caused by issues with Your phone, browser, computer or internet connection
    - (ii) Any costs You incur as a result of exceeding broadband or mobile data plans
    - (iii) Any loss or damage caused as a result of downloading or upgrading any Netatmo-related software or firmware
    - (iv) Replacing the batteries in Netatmo
    - (v) Providing a mobile phone, computer, tablet or similar connected device that is compatible with Netatmo
- 7.6 In extreme/very cold weather conditions insulating your loft and pipes may not prevent freezing and the consequences of same. Energia accepts no liability for freezing of pipes or the loft arising out of extreme weather conditions.
- 7.7 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

## 8. Termination

- 8.1 You may terminate the Agreement by giving Energia [30]<sup>1</sup> days' notice. In the event that you terminate the Agreement you must pay Energia (or its agent(s) or Subcontractor(s)) for any Works supplied up until the date on which the Agreement is terminated (the "**Termination Date**") as well as any monies that Energia owes third parties (including Subcontractors) in relation to the Works.
- 8.2 Energia may terminate this Agreement at any time by giving you notice in writing.
- 8.3 If the Agreement is terminated pursuant to clauses 8.1 or 8.2 above, Energia will be entitled to charge you:
- (a) the cost to Energia of all Works supplied up to the Termination Date;
  - (b) any additional monies we have paid or have committed to pay third parties in connection with the Works; and
  - (c) an administration fee of [€20]<sup>2</sup>.
- 8.4 Subject to clause 8.5, Energia will return the Deposit to you on the Termination Date.
- 8.5 If the sum of the costs set out at clause 8.3 is greater than the Deposit, the Deposit will be put towards these costs and Energia will invoice you for the balance. If the Deposit is greater than the sum of these costs, Energia will refund you the difference.
- 8.6 Before starting the Works, Energia may terminate the Agreement by giving you written notice if, for valid reason, Energia cannot supply you with the Works. In such case, the Deposit will be refunded and no further charges will be made.
- 8.7 All rights and liabilities, which accrued prior to termination and Clauses 4, 5.1, 6, 7, 9, 10, and 14 shall survive the termination of this Agreement.

## 9. Customer information and Data Protection

- 9.1 To the extent that Energia collects Personal Data from you in the course of performing its obligations under the Agreement, Energia will process such Personal Data in accordance with the DPA, to administer your account, to provide our services and products and to comply with our duties under applicable law.
- 9.2 The purposes for which Energia may process Personal Data include for the purposes of setting up, monitoring and managing your account, obtaining credit references, reporting to statutory authorities and regulators, billing, call data management and, depending on your preferences, direct marketing purposes, or for any other purpose deemed necessary in the reasonable opinion of Energia.
- 9.3 We may pass Personal Data to our agents and service providers and Group Companies when relevant for these purposes. You may request a copy of, or notify us of any changes to, your Personal Data by writing to us at the address set out in Clause 12.1 below and in accordance with our obligations under the DPA, we will update or delete your Personal Data accordingly. Any such data subject requests may be subject to a prescribed fee.

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<sup>1</sup> Energia to confirm.

<sup>2</sup> Energia to confirm.

9.4 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.

## 10. Complaints

10.1 You may make a complaint in relation to any issue arising under the 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](http://www.energia.ie)

## 11. Netatmo Details

11.1 Netatmo controls the heating temperature and when the boiler is active in controlling this. It is not suitable for "multi zone" homes or where there are separate controls for heating the hot water and rooms in your home. In those instances, you should continue to use your existing controls

11.2 A computer, tablet or smart phone with internet access and an up to date web browser is necessary to use Netatmo, along with a live broadband connection and a router with a power supply.

11.3 Netatmo is not suitable for electric storage heating, electrical under-floor heating and will not function properly with biomass boilers.

11.4 It is important to read Netatmo's T&Cs regarding functionality, compatibility and data protection. No warranty is provided regarding the functionality of Netatmo

11.5 You acknowledge that Energia are entitled to any energy credits available through installation of the Product under SEAI's Better Energy Scheme or any replacement or similar scheme **pursuant to Directive 2012/27/EU of the European Parliament and of the Council of 25 October 2012 on energy efficiency**

## 12. Notices

12.1 All notices and communications concerning the 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:** [notice@energia.ie](mailto:notice@energia.ie)

- 12.2 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]<sup>3</sup> days after sending or if delivered by pre-paid ordinary post outside the jurisdiction in which you reside [5]<sup>4</sup> 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.

### 13. General

- 13.1 The Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements between the Parties in relation to the subject matter of the Agreement. Each Party acknowledges that it has not entered into the Agreement on the basis of any representation or warranty other than those set out herein. For the avoidance of doubt, any samples, drawings, descriptive matter or advertising issued by Energia, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Works described in them. They shall not form part of the Agreement or any other contract between Energia and you for the supply of the Works.
- 13.2 These Conditions apply to the Agreement 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.
- 13.3 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 the Agreement in any other way.
- 13.4 Energia may assign the benefit of the Agreement or any part of it. You may assign the Agreement only with written consent of Energia.
- 13.5 Any waiver under the 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.
- 13.6 If any competent authority considers that any of the Conditions are not valid or cannot be enforced, the other Conditions will still apply.
- 13.7 If any court of competent jurisdiction declares any provision of the Agreement void, that provision will be severed and the remainder of the Agreement will remain in full force and effect. If any provision of the Agreement becomes invalid or unenforceable or requires variation as a result of any change in any Law or trading arrangements, this

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<sup>3</sup> Energia to confirm.

<sup>4</sup> Energia to confirm.

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 the Agreement.

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

14. **Statutory Rights**

14.1 Nothing in these Conditions excludes or affects your statutory rights.