

Terms & Conditions

Valid as at 25th May 2018 until further notice

1. ANNUAL BOILER SERVICE

- a. The Annual Boiler Service includes one Boiler Service and one Boiler Safety Check (as outlined in Clauses 2.1 and 2.2 below)
- b. The Annual Boiler Service does not include any additional labour or any parts which are required to repair the Boiler.
- c. Should a part or additional labour be required to repair the Boiler you will be quoted for this separately.

2.1 SCOPE OF ANNUAL BOILER SERVICE

A Service Technician will perform a full Boiler Service on the Boiler. This service will comprise of at least 20 separate diagnostic tests and checks (see below). 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 Edition 3 - 2014. 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
- b. Check Boiler for visual damage
- c. Check correct Boiler operation (including consumer controls and safety devices)

CHECKS AND TESTS:

- a. Check flue soundness, routing and terminal location
- b. Check size of open vented flue
- c. Cold check effectiveness of flue
- d. Check condensate drainage system (condensing boilers only)
- e. Check appliance location and proximity of combustible materials
- f. Check main burner, remove and clean as necessary
- g. Check pilot burner and probes/cables and clean as necessary
- h. Check heat exchanger and clean
- i. Check operation of flame sensing control
- j. Check operation of Boiler thermostat and high limit thermostat
- k. Check operation of "low water pressure" control
- l. Check for correct ventilation
- m. Check flue guard is fitted when required
- n. Check for flue spillage where appropriate
- o. Check 3 amp fuse fitted
- p. Check Double Pole Isolation Switch fitted
- q. Inspect electrical wiring for damage and correct connection to appliance
- r. Check effectiveness of flue with Boiler running
- s. Check for gas leaks with Boiler running
- t. Test appliance burner pressure
- u. Test effectiveness of functionality of flue with Boiler running
- v. Test and record main burner pressure
- w. Combustion Efficiency Test

2.2 BOILER SAFETY CHECK.

During a Boiler Service Visit, a Service Technician will check the integrity of the Boiler in accordance with Annex C of IS 813 Edition 3 - 2014

3. PAYMENT

- a. The price for the Annual Boiler Service is as set out on the Electric Ireland website (www.electricireland.ie) at the date you sign-up for the Annual Boiler Service. You will be advised of the price before you authorise the payment.
- b. The price of the Annual Boiler Service is inclusive of VAT at the applicable rate but excludes the cost of any replacement parts for the Boiler.
- c. The price quoted for the Annual Boiler Service is for the service of a central heating boiler. The Annual Boiler Service is for System Boilers and Standard Boilers with a separate pump and includes combination or condensing / high efficiency type boilers.
- d. Payment for the Annual Boiler Service must be authorised either by credit card or laser/debit card when you book your appointment.
- e. This liability continues until the Boiler Service has been completed, even if you leave the Premises beforehand.
- f. If you do not pay us any sum due under these Terms and Conditions when due we may charge you late payment interest at the rate of 3% above EURIBOR for the period from the due date to the date payment is received.

4. ADDITIONAL CHARGES

- a. An Annual Boiler Service excludes any works to your central heating system unless agreed with Electric Ireland 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.
- b. Once the 45 minute duration of the Annual Boiler Service has elapsed, any additional time spent by the Service Technician repairing the Boiler will be charged in 15 minute units.
- c. If a service of the Boiler takes longer than the 45 minutes included in the price of an Annual Boiler Service, additional charges will apply. All additional charges will be agreed with you by our Service Technician before any additional costs are incurred by you.

- d. An Annual Boiler 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 to the Boiler Service and these will be agreed with you prior to commencement.

- e. The Annual Boiler Service does not include the cost of replacement parts for the Boiler. f. If in the event that the technician is unable to carry out the service due to the age or condition of the appliance, a €30 fee will apply.

5. CANCELLATION

- a. If you have ordered an Annual Boiler Service over the phone, you can cancel the Annual Boiler Service without incurring any charges, up to 24 hours before the service is due to be carried out. If you cancel less than 24 hours before the Annual Boiler Service is due to be carried out, we will charge you a cancellation fee equal to €30. The €30 charge will be deducted from the cost of the service/repair which you have already paid. 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 and on the agreed time and day or if the Service Technician cannot gain sufficient access to the appliance within your home to complete the work. If you cancel the Annual Boiler Service, Electric Ireland will have no further obligations with respect to the Boiler.
- b. If you terminate the Annual Boiler Service, Electric Ireland will have no further obligations with respect to the Boiler.

6. TERMINATION

- a. We shall be entitled to terminate your Annual Boiler Service, at any time, by giving you notice in writing if you default in making any payment of any monies due to us.
- b. Electric Ireland shall be entitled to terminate your Annual Boiler Service at any time without giving a reason.
- c. Upon termination by Electric Ireland, we will have no further obligations with in relation to the Boiler.

7. PROVISION OF SPARE PARTS

- a. The Service Technician may, while carrying out the Annual 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 Electric Ireland for them.
- b. 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.
- c. Electric Ireland will not be responsible for any delay in the provision or unavailability, of spare parts by suppliers or manufacturers.
- d. 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.
- e. A warranty of one year will apply to any parts installed by Electric Ireland from date of installation.
- f. 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 Electric Ireland 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 components and/or parts.
- g. In certain circumstances depending on the cost or availability of a replacement component or part, Electric Ireland will require payment in full in advance for the replacement component or part upon ordering.

8. WARRANTIES

- a. All work undertaken by the Service Technician while servicing the Boiler carries a sixty (60) day warranty from the date the work is carried out by the Service Technician.
- b. Subject to the other provisions of this Clause, if you have any problems with the Boiler within the warranty period of sixty days referred to at Clause 8.a, there will be no call out charge applied if the Service Technician has to call back. If, when the Service Technician calls back, he/she identifies a problem with the Boiler that is not related to the Annual 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 as per our rate card on the Electric Ireland website at www.electricireland.ie at that time.

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 is to be carried out.

9. CONDITION OF BOILER

- a. The Boiler may not have been manufactured or installed satisfactorily or to the prevailing standards or regulations at the time of manufacture of installation. We do not accept any responsibility for any inadequacy attributable to the original design, manufacture or installation of any boiler and make no warranty as to fitness for purpose or condition.

10. SUB-CONTRACTORS

- a. We reserve the right to use sub-contractors to carry out all or any part of the Annual Boiler Service.

11. LIMITATION OF LIABILITY

- a. We shall not be liable if we, and/or the Service Technician, are unable to carry out our obligations due to industrial disputes or any other cause outside our reasonable control, including but not limited to Acts of God, explosion, flood or other natural disaster, lightning, tempest, fire or 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.
- b. We have no obligation, duty or liability to you in contract, tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care, except that nothing herein purports to disallow liability for fraud or liability in the event of the death or personal injury of the customer attributed to Electric Ireland and nothing herein purports to contract out of the implied undertakings as to quality of service in section 39 of the Sale of Goods and Supply of Services Act 1980.
- c. Our sole liability, and your sole remedy, in contract, tort, or otherwise (excluding any liability for fraud or death or personal injury) shall be limited to €1,000.
- d. Subject to clause 11.c, we will not be liable to you under this Agreement in contract, tort or otherwise for any indirect damages or economic loss, including but not limited to loss of revenue, business, contracts, predicted savings or profits.
- e. Except as set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the this

AGREEMENT.

- f. This clause 11 shall survive termination of this Agreement.

12. DATA PROTECTION

- a. In order that Electric Ireland may discharge its duties under this Agreement and provide you with an effective service, it will be necessary for Electric Ireland to collect and use data relating to you while you are being supplied with this service. This data is used mainly to manage our relationship with you and for the provision of the Annual Service Visit and associated services, including for example, visits to your home. In addition, data relating to you may be used for health and safety, administration, risk assessment and credit checking purposes. Electric Ireland may retain your data for a reasonable period after it has ceased to provide you with this service but will not keep it for any longer than is necessary and/or as required by law.
- b. Electric Ireland may disclose your data to other business units within the ESB group and agents who act on behalf of Electric Ireland in connection with the activities referred to in sub-clause 12.a above, including to any agent or third party service provider who Electric Ireland may engage to assist us in the performance of the service. Such agents or third parties are only permitted to use your data as instructed by Electric Ireland. They are also required to keep your data safe and secure.
- c. You may speak to employees of Electric Ireland (or agents acting on its behalf) by telephone. To ensure that Electric Ireland provides a quality service, your telephone conversations may be recorded. This (call) is recorded for training, quality and account management purposes in accordance with data privacy laws. For more information about how Electric Ireland respects & manages your privacy please go to www.electricireland.ie/Privacy
- d. Details about how we use your data, and the rights you have in relation to your data, please refer to our Privacy Notice at [link]. For further information, you may contact the ESB Data Protection Officer at Two Gateway, East Wall Road, Dublin D03 A995 or at dpo@esb.ie

13. MARKETING

- a. Electric Ireland, members of the ESB group and/ or agents acting on behalf of Electric Ireland may wish to contact you by text message, e-mail, post, telephone or in person with information about products or services which may be of interest to you. Please follow carefully the instructions below to ensure that you're marketing preferences are adhered to.
- b. You may opt out of (or opt in to) being contacted with information about products and services by either writing directly to Electric Ireland, Home Service Team, Building 2, Swift Square, Santry, Dublin 9. Emailing us at: homeservices@electricireland.ie

14. COMPLAINTS PROCEDURE

- a. If you are unhappy with any service or contact you have with us, you can register your complaint with us in any of the following ways: By calling our customer contact team at 1800 372 333; By email to homeservices@electricireland.ie or through our website at www.electricireland.ie; or By letter to Electric Ireland, Home Service Team, Building 2, Swift Square, Santry, Dublin 9.

15. GENERAL

- a. Notices: Any notice or account sent by ordinary post pursuant to the Annual Boiler Service shall be deemed to have been received on the day that is the second postal day after the day of such posting. Any notice sent by the customer by electronic mail shall be deemed to have been received upon confirmation of receipt from Electric Ireland by electronic mail or by post.
- b. Any notice required or permitted to be given by the customer shall be in writing addressed to Electric Ireland, Home Service Team Building 2, Swift Square, Santry, Dublin 9 or such other address or electronic mail address as may be provided to the customer by Electric Ireland from time to time.
- c. Amendments: We reserve the right to change the Terms and Conditions of this Agreement by giving written notice to you as soon as is reasonably practicable prior to the changes being introduced. We will also publish details of any changes on the Electric Ireland website at www.electricireland.ie as soon as possible prior to the changes being introduced.
- d. No waiver: No forbearance, indulgence or relaxation on the part of Electric Ireland shown or granted to the customer shall in any way affect, diminish, restrict or prejudice the rights or powers of Electric Ireland or operate as or be deemed to be a waiver of any breach of these Terms and Conditions.
- e. Severance: If any provision of the Annual Boiler Service is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.
- f. Governing Law: This Agreement shall be governed by and construed in accordance with Irish law. The parties submit to the exclusive jurisdiction of the courts of Ireland.
- g. Electric Ireland Re-Organisation: Notwithstanding anything to the contrary in the this Agreement, if ESB or the Government of Ireland or any department thereof should reorganise the business and/or legal structure of Electric Ireland, and whether by dividing its business between two or more corporate bodies or otherwise, the rights and obligations of Electric Ireland may be divided between such bodies or assigned or notated to any one or more of such bodies and the customer shall thereafter deal with such business divisions or corporate entities which result from the reorganisation (the "New Divisions") as if the parts of this Agreement relevant to the business of such New Division formed a contract between the customer and such New Division.
- h. Entire Agreement: The parties acknowledge that this Agreement constitutes the complete agreement between the parties and supersedes all prior statements, understandings, agreements, representations or communications whether written or oral between the parties relating to the subject matter hereof, but no term purports to exclude liability for fraud.

16. DEFINITIONS

- **'Agreement'** means this Annual Boiler Service Agreement;
- **'Boiler'** means the boiler on which the Boiler Annual Boiler Service and Boiler Safety Check are to be carried out;
- **'Boiler Service'** means a service of a boiler as described in clause 2.1;
- **'Boiler Safety Check'** means a safety check of a boiler as described in clause 2.2;
- **'Annual Boiler Service'** means a call-out by a Service Technician to perform a Boiler Service and a Boiler Safety Check;
- **'Electric Ireland', 'us' or 'we'** means Electric Ireland, the customer supply business unit of ESB, a statutory corporation having its principal place of business at 27 Lower Fitzwilliam Street, Dublin 2, Republic of Ireland;
- **'Customer' or 'you'** means the customer(s) who makes this Agreement with us;
- **'IS 813 Edition 3 - 2014'** means Irish Standard 813 Edition 3 - 2014 for Domestic Gas Installations as laid down by the National Standards Authority of Ireland (as amended), and any reference in these Terms and Conditions to a specific provision of IS 813 Edition 3 - 2014 shall be a reference to such provision as amended or replaced from time to time;
- **'Parties'** means us and you;
- **'Premises'** means the premises where the Boiler Service is to be carried out;
- **'Service Technician'** means a qualified and experienced engineer engaged by Electric Ireland to carry out 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

Initial callout fee will not be waived in the event that a full repair is not carried out