

Gas Boiler Protection Plus Terms & Conditions

Valid as at 3rd January 2017 until further notice

GAS BOILER PROTECTION PLUS

1.1 PROTECTION PLUS includes one Boiler Service and one Boiler Safety Check (as described in clauses 2.1 and 2.2) and is inclusive of labour in the case of breakdown of this Gas Boiler, for each Contract Year during the term of the PROTECTION PLUS, up to a maximum value of €300 including VAT, worth of labour for call-outs or repairing a reported fault on your boiler up to a maximum of €300 including VAT during each Contract Year.

1.2 Once the value of the €300 has been exceeded within the period of the Contract Year any further costs incurred in that Contract Year will be fully chargeable to you in accordance with clause 4 below. We shall not be responsible for providing labour with a cost exceeding the value of €300 (calculated at prevailing rates) including VAT in any Contract Year. The cost of parts is not included within the agreement for PROTECTION PLUS. If a part is required to repair the boiler this will be quoted for and invoiced separately.

1.3 The price quoted in the PROTECTION PLUS Agreement (or as notified to you from time to time in the annual notification reminding you of your annual Boiler Service Visit) is for the service of a central heating boiler that does not exceed 25kW (86,000 BTU) output. PROTECTION PLUS is for Standard Boilers with a separate pump and excludes combination or condensing / high efficiency type boilers.

1.4 PROTECTION PLUS does not apply to any of the matters referred to in clause 7.

1.5 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.

2.0 SCOPE OF SERVICE

2.1 Boiler Service

2.1.1 Boiler Eligibility Check

A service technician will perform a full eligibility check and, where this is satisfactory, the customer will be accepted onto the selected Boiler Protection Product from Electric Ireland.

The eligibility criteria for acceptance onto the product include:

- Heat Only (Conventional) Boilers
- Standard efficiency system boiler only
- Is not demonstrably more than 10 years old. Parts must be readily available (as per Technician's judgment) should subsequent breakdown repairs be required over the period that the Boiler Protection Product is provided.
- Installed to IS813 and manufacturer's instructions
- Watertight
- No visible indications of undue wear and tear on either the boiler or on the immediate boiler surround.
- Boiler and ancillary parts in full working order

If the system is not eligible a written or verbal quotation can be provided for the work required to bring the customer's system up to a standard. Such quotations may include replacement boiler where required. Electric Ireland will notify customers who are not eligible and process refunds (Appendix 1) as required. Customers will be provided with a written record of work undertaken and findings, in line with RGI standards as appropriate.

Where the boiler is eligible, or made eligible following a repair, the annual service visit will be carried out at the same visit as the eligibility check or repair. This service will comprise at least 26 separate diagnostic tests and checks.

2.1.2 Boiler Service A Service Technician will perform a full Boiler Service on the Boiler. This service will comprise at least 26 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 813:2002. The Service Technician will follow manufacturer's instructions, where available.

The following diagnostic tests and checks will be applied to the Boiler:

1. Check boiler location
2. Check Boiler for visual damage
3. Check boiler for correct operation (including consumer controls and safety devices)
4. Check flue soundness, routing and terminal location (where appropriate)

5. Size of open vented flue
6. Cold check effectiveness of flue
7. Condensate drainage system (condensing boilers only)
8. Appliance location and proximity of combustible materials
9. Main burner; remove and clean as necessary
10. Pilot burner and probes/ cables; clean as necessary
11. Clean heat exchanger
12. Operation of flame sensing device
13. Operation of boiler thermostat & high limit thermostat
14. Operation of low water pressure control (where appropriate)
15. Correct ventilation provision
16. Flue guard is fitted (if required)
17. For flue spillage (when appropriate)
18. Check 3 amp fuse fitted
19. Check Double Pole Isolation Switch fitted
20. Inspect electrical wiring for damage and correct connection to appliance
21. With boiler running, check effectiveness and functionality of flue
22. With boiler running, check for gas leaks
23. Test & record appliance burner/ main burner pressure
24. Check operation of Timer and Heating Control v 25. Timer and controls left in position suitable for homeowner
26. Appliance conforms to IS 813
- 2.1.3 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 813:2002.

3.0 TERM OF BOILER CARE AGREEMENT AND TERMINATION

3.1 Term

Your PROTECTION PLUS Agreement is for 12 months from date of agreement and provides for an annual Boiler Service Visit. The PROTECTION PLUS Agreement will continue from year to year until you terminate it by giving us notice in accordance with clause 3.5, or we terminate it by giving you notice in accordance with clauses 3.7 or 3.8 (whichever is earlier).

3.2.0 Commencement

3.2.1 The Eligibility Check and Boiler Service Visit 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.

3.3.0 CANCELLATION

In circumstances where you order PROTECTION PLUS over the phone, you can cancel your Boiler Care Agreement within seven working days, without giving a reason, and without incurring any charges, unless the Eligibility Check, Boiler Service and Boiler Safety Check have been carried out before the end of this period with your agreement. Otherwise, you can cancel the Eligibility Check and Boiler Service visit up to 24 hours before the service is due to be carried out.

3.3.1 If you cancel less than 24 hours before the Eligibility Check and Boiler Service Visit is due to be carried out, we will charge you a cancellation fee equal to €30. 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 Engineer cannot access your home to carry out the Boiler Safety Check and Boiler Service at and on the agreed time and day.

3.4 ANNUAL NOTIFICATION

You will be sent a letter of notification annually by Electric Ireland, prior to the Annual Service Date, to arrange a time for a Boiler Service Visit and to obtain payment in advance for the renewal of the Agreement. Electric Ireland may increase the charges for PROTECTION PLUS from time to time provided that notice of the new charge rate is included in the letter of notification reminding you of your annual Boiler Service Visit.

3.5.0 TERMINATION

If you no longer wish to have your Boiler Care Agreement with Electric Ireland, you must terminate the Agreement: (a) by calling our Customer Contact Team on the telephone number provided in the letter of notification reminding you of your annual Boiler Service Visit; or

- (a) by electronic mail to the address specified in the letter of notification reminding you of your annual Boiler Service Visit, but in either case, prior to the earlier of:
- (b) the Annual Service Date; or
- (c) the day fourteen (14) days after the date of the letter of notification reminding you of your annual Boiler Service Visit is sent out by Electric Ireland.

3.5.1 We shall be entitled to terminate the PROTECTION PLUS Agreement, or to offer you a reduced level of cover on your boiler, at any time by giving you notice in writing if in the opinion of a Service Technician, your boiler can no longer be maintained in good working order by the provision of replacement spare parts or your boiler is damaged beyond economic repair otherwise than through default of Electric Ireland.

3.5.2 We shall be entitled to terminate the Boiler Care Agreement at any time without reason by giving you seven days' notice.

3.5.3 We will charge up front if you call out a Service Technician, on three occasions in relation to any matter in clause 7. Call-outs for these items will be charged to you at the prevailing rate.

3.5.4 Upon termination, Electric Ireland will have no further duties with respect to the PROTECTION PLUS Agreement. Upon termination, and for calculations of any refund which may be forthcoming, the value of the boiler service and boiler service check will be deemed to be two thirds of the value of the retail price of the product less any callouts incl VAT at prevailing rates

3.5.5 For the purposes of any pro rata refund under clause 3.5.4 or clause 7.1, the Boiler Service and the Boiler Safety Check (as described in clauses 2.1 and 2.2) shall be deemed to be two thirds of the value of PROTECTION PLUS less any callouts to the consumer.

4.0 PRICE PAYABLE BY YOU

4.1 Subject to clauses 4.2 to 4.6 below, the annual amount payable for PROTECTION PLUS is set out in the PROTECTION PLUS Agreement or as notified to you from time to time in the annual notification reminding you of your Boiler Service Visit. You can check the current rates applicable to PROTECTION PLUS and our other boiler servicing products on the Electric Ireland website at www.electricireland.ie or by calling our Customer Contact Team on 1850 372 333 Visit. All prices quoted are inclusive of VAT at the applicable rate from time to time.

4.2 In any one (1) year period, we will provide labour up to a maximum cost of €300 (calculated at prevailing rates) including VAT. Once this amount has been reached within a Contract Year, any further labour required will cost extra, as set out in clause 4.6 below.

4.3 PROTECTION PLUS does not apply to any of the matters described in clause 7. If Electric Ireland reasonably determines that any defect or malfunction was the result of any of the matters referred to in clause 7, then you must pay for all labour costs at the applicable rates, as set out in clause 4.6 below.

4.5 The Service Technician will advise you of any required labour outside the scope of PROTECTION PLUS prior to commencing any work at all on your boiler and will only proceed with your agreement.

4.6 If you agree to have the Service Technician replace parts or components in accordance with clause 6 below, you will also be charged for the costs of such replacement parts or components.

5.0 PAYMENT TERMS

5.1 Payment for PROTECTION PLUS (and any additional labour or parts provided by the Service Technician with your agreement) must be paid, in full, by Credit /Laser card when booking the PROTECTION PLUS product

5.2 Refunds will be issued as per appendix 1.

6.0 PROVISION OF SPARE PARTS

6.1 The Service Technician, may, during the Boiler Service Visit, identify parts or component failure or potential failure. The Service Technician will advise you of the cost of replacement of any such parts and if necessary, but subject to your signed authorisation, will supply and fit adequate replacement parts or components.

6.2 Replacement parts or components may not be the same as the parts being replaced and may not be from the original manufacturer.

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

6.4 Any parts or components which are removed from your Boiler by the Service Technician will, unless you specify otherwise, be taken away for proper disposal by the Service Technician

7.0 EXCLUSIONS TO COVER

- 7.1 Replacement of Central Heating Boiler: PROTECTION PLUS does not include repair or replacement of the central heating boiler or any part thereof in the event of spare parts or components not being reasonably available. If the central heating boiler cannot be repaired because of the lack of available spare parts or components, the PROTECTION PLUS Agreement shall be terminated and any unearned payment made to Electric Ireland prior to termination under this clause
- 7.1 will be refunded to the customer, subject to clause 3.5.5.
- 7.2 Further Exclusions: The following are excluded from PROTECTION PLUS and will incur additional callout or parts charges, in accordance with clause 4:
- (a) Any spare part or component as PROTECTION PLUS is a labour only product;
- (b) Any of the following work:
- (i) adjustments to time and temperature controls;
- (ii) the replacement of decorative parts, casing and body of boiler;
- (iii) refilling central heating system with water and venting radiator or cylinder circuit;
- (iv) the replacement of any spare part or component;
- (v) de-scaling and any work arising from hard water scale deposits or from damage caused by aggressive/corrosive water;
- (vi) de-sludging of the system; or
- (vii) any draining down of the system and the replacement of the pump isolating valves or their replacement due to noise;
- (c) 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 due to water leaking from the isolating valves or the connecting pipe-work or components. A pump replaced due to failure caused by poor water quality will be replaced once only (subject to your agreeing to pay the cost of the replacement pump itself) and no further work will be carried out on this pump until confirmation is received that the wetside of the central heating system has been treated;
- (iii) any defects or inadequacy attributable to the original design of the gas central heating system, e.g. pitching, sludging of water, limescale formation;
- (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 Electric Ireland;
- (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;
- (d) Any work on the following:
- (i) the fabric of the building or pipe-work 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. The electrical immersion element is specifically excluded;
- (iv) the following replacement parts: light bulbs, electrical rewiring, external programmers/time clocks, radiators, room thermostats, radiator valves, external motorised valves, expansion tanks or cylinders, heat exchanger, external expansion vessels, pipework and conventional/balanced/ or fan flues; or
- (e) Other exclusions as identified when PROTECTION PLUS is being effected/accepted through the eligibility check and recorded in your PROTECTION PLUS Agreement.

8.0 CHANGE OF OWNERSHIP / ASSIGNMENT

- 8.1 If ownership of the premises in which the central heating boiler covered by PROTECTION PLUS changes, the new owner shall have the benefit of PROTECTION PLUS for the remainder of the Contract Year for which the annual payment has been made.

You do not have the right to assign or subcontract the Boiler Care Agreement except to the new owner of the premises, and you may only assign the Boiler Care Agreement to the new owner of the premises for the remainder of the current Contract Year. After the expiry of the current Contract Year, the new owner will need to enter into a new Boiler Care Agreement with Electric Ireland if they want to continue to receive PROTECTION PLUS or any of our other boiler care products. No refund will be made for any unexpired part of a Contract Year for which the annual payment has been made.

- 8.2 For business reasons, we have the right to assign the Boiler Care Agreement to any company or person.

9. CONDITION OF CENTRAL HEATING BOILER

Servicing of a central heating boiler does not imply that it is manufactured or installed satisfactorily or to the prevailing standards or regulations. We do not accept responsibility for any inadequacy attributable to the original design or installation of the boiler and make no warranty as to fitness for purpose or condition.

10. USE OF SUBCONTRACTORS

We reserve the right to use sub-contractors to carry out all or any part of the works to be carried out pursuant to the Boiler Care Agreement.

11. GENERAL LIMITATIONS OF OUR OBLIGATION

- 11.1 We shall not be liable if any work is carried out on the boiler, appliance or system by any other party without our prior written consent – any such action will give us the immediate right to terminate the Boiler Care Agreement. You agree to indemnify us and keep us indemnified in respect of any actions, claims

or proceedings from time to time brought against us and all loss, damage, costs and expenses which we may incur as a consequence of any work carried out on the boiler, appliance or system by any party other than Electric Ireland without our prior written consent

- 11.2 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, lightning, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or disorder; 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.

- 11.3 We shall not be liable for any indirect, special or consequential loss you suffer arising out of or in connection with the provision or non-provision of any goods or services under the Boiler Care Agreement.

- 11.4 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.

12. DATA PROTECTION NOTICE

- 12.1 In order that Electric Ireland may perform its obligations under these Terms and Conditions and provide you with an effective service, it is 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 PROTECTION PLUS, 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 keep 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.

- 12.2 Electric Ireland may disclose your data to other members of Electric Ireland and agents who act on behalf of Electric Ireland in connection with the activities referred to 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.

- 12.3 From time to time 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

- 12.4 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

13. MARKETING

- 13.1 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.

- 13.2 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

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 1850 372 372 or our Home Services Team at 1850 30 50 90
- By email to info@electricireland.ie or through our website at www.electricireland.ie; or
- By letter to Customer Care, Electric Ireland, Building 2, Northwood, Swift Square, Santry, Dublin 17

15. GENERAL

- 15.1 Notices: Any notice or account sent by ordinary post pursuant to the Boiler Care Agreement 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. Any notice required or permitted to be given by the customer shall be in writing addressed to Electric Ireland or such other address or electronic mail address as may be provided to the customer by Electric Ireland from time to time.

15.2 AMENDMENTS:

We reserve the right to change the Terms and Conditions of the Boiler Care 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.

15.3 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 to operate as or be deemed to be a waiver of any breach of the Boiler Care Agreement.

15.4 Severance:

If any provision of the Boiler Care Agreement 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.

15.5 Governing Law:

The Boiler Care Agreement shall be governed by and construed in accordance with Irish Law. The Parties irrevocably submit to the exclusive jurisdiction of the Courts of Ireland.

15.6 ESB Re-Organisation:

Notwithstanding anything to the contrary in the Boiler Care Agreement, if ESB or the Government of Ireland or any Department thereof should re-organise the business and/or legal structure of ESB whether pursuant to Directive 2009/73/ EC or otherwise howsoever, 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 novated 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 re-organisation (the "New Divisions") as if the parts of the Boiler Care Agreement relevant to the business of such New Division formed a contract between the customer and such New Division.

15.7 Entire Agreement:

The Parties acknowledge that the Boiler Care Agreement constitutes the complete agreement between the Parties and supersedes all prior 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. GLOSSARY

In these Terms and Conditions:

"Annual Service Date" means the yearly anniversary of the date of the first Boiler Service Visit;

"Boiler Care Agreement" means the boiler care agreement provided to you by the Service Technician and signed by you which incorporates the Terms and Conditions (as if the Terms and Conditions were set out in full in the Boiler Care Agreement); "Boiler Safety Check" means a safety check of a boiler as described in clause

- 2.2; "Eligibility Check" is a check made on the boiler to determine the boiler's eligibility for acceptance to any Boiler Protection Product from Electric Ireland;

"Boiler Service" means a service of a boiler as described in clause 2.1;

"Boiler Service Visit" means a call-out by a Service Technician to perform a Boiler Service and a Boiler Safety Check;

"Electric Ireland", "us" or "we" means ESB, a statutory corporation having its principal place of business at 27 Lower Fitzwilliam Street, Dublin 2, Ireland, acting through its customer supply business unit, Electric Ireland;

"Contract Year" means the period of one calendar year commencing on the date of your Boiler Care Agreement and each calendar year thereafter commencing on the anniversary of such date, until the Boiler Care Agreement is validly terminated;

"Customer" or "you" means the customer(s) who makes the Boiler Care Agreement with us, and includes a person who we reasonably believe is acting with your authority or knowledge;

"IS 813:2002" means Irish Standard 813:2002 for Domestic Gas Installations as laid down by the National Standards Authority of Ireland, as amended or replaced from time to time, and any reference in these Terms and Conditions to a specific provision of IS 813:2002 shall be a reference to such provision as amended or replaced from time to time;

"Parties" means us and you;

"Service Technician" means a qualified and experienced technician 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;

"Terms and Conditions" means these terms and conditions; and "VAT" means value added tax at the applicable rate from time to time.