

Terms & Conditions

Valid as at 25th May 2018 until further notice

1. SCOPE

These Terms and Conditions cover the repair of a domestic central heating boiler which does not exceed 32kW (11,000 BTU) output.

2. THE SERVICE

- a. A Service Technician will call out to the Premises and provide a professional diagnosis on the Boiler. All visual checks and tests applied are in accordance with Irish Standards 813:2014 as laid down by the National Standards Authority of Ireland for Domestic Gas Installations.
- b. The Service Technician will follow the manufacturer's instructions as outlined in the installation and servicing instructions as supplied with each appliance.

3. FEE

- a. A call out rate shall be charged for the Service. If a repair of the Boiler takes longer than the 30 minutes included in the price of a repair call out additional charges will apply. Additional time spent by a Service Technician will be charged in 15 minute intervals at €25 per 15 minutes. You will be advised of the price before you authorise the payment. The fee is the total amount due for the Service. The fee cannot be waived if customer does not wish to continue with the repair following the professional diagnosis of the Boiler. All additional charges will be agreed with you by our customer service representative before any additional costs are incurred by you.
- b. Payment for the repair call out must be authorised by credit card or laser/debit card when you book your appointment.
- c. This liability continues until the Service has been completed, even if you leave the Premises beforehand.
- d. The price is inclusive of VAT.

4. PROVISION OF SPARE PARTS

- a. The Service Technician may identify parts/ component failure or potential failure. You will be advised of the cost of replacement and if necessary and, with your authorisation, the Service Technician will supply and fit adequate replacement parts or components, which may not be the same as the original parts being replaced. A warranty of one year will apply to the part from date of installation.
- b. Electric Ireland will not be held responsible for any delay in the provision of spare parts by suppliers or manufacturers.

5. CONDITION OF THE BOILER

- a. Please note that the Boiler may not have been installed satisfactorily or to the prevailing standards and/or regulations. Electric Ireland does not accept any responsibility for any negligence, errors, mistakes or faults attributable to the original design of the Boiler and makes no warranty as to fitness for purpose or condition.

6. USE OF SUB-CONTRACTORS

- a. Electric Ireland reserves the right to use sub-contractors to carry out this appliance repair work.

7. 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 7.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 www.electricireland.ie/privacy. 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.

8. LIMITATIONS OF OBLIGATION

- a. Electric Ireland shall not be liable if it is unable to carry out its obligations due to industrial disputes or any other cause outside the control of Electric Ireland, 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.
- b. Electric Ireland has no obligation, duty or liability to the Customer 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 7.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.

9. WARRANTY

- a. All work undertaken by the Service Technician while repairing the Boiler carries a 60 day warranty. If the Customer has any problems with the Boiler after the work has been done there will be no call out charge applied if the Service Technician has to call back. If when he calls back he identifies a problem with the Boiler that is not related to the original work he carried out then the Customer will be charged for the time it takes to rectify the matter. Time is charged in 15 minute units at €25 per 15 minutes. You will be advised of the price before you authorise the payment.

10. DEFINITIONS

- **'Boiler'** means the boiler which is to be repaired, under these Terms and Conditions;
- **'Electric Ireland'** 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 the Annual Boiler Service Agreement with us;
- **'Fee'** means the total fee due from you to us for the Service;
- **'IS 813:2014'** means Irish Standard 813:2014 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 813:2014 shall be a reference to such provision as amended or replaced from time to time;
- **'Premises'** means the premises where the Service was carried out;
- **'Service'** means the boiler repair service;
- **'Service Technician'** means a qualified and experienced engineer engaged by Electric Ireland to carry out boiler servicing and repair works;
- **'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