

Terms and Conditions - Climote

These terms and conditions relate to your purchase and use of the climote product and will continue to apply whether or not you are, or continue to be, an electric ireland customer for the supply of electricity or gas.

1. DEFINITIONS

- a. In these conditions, the words below have the following meanings:
 - 'Contract' means the contract between You and Us to which these conditions apply, comprising the Order, these Terms and Conditions
 - 'Order' means the order you have placed with Us for the purchase and installation of the Product
 - 'Premises' means the premises identified in the Order being the property at which the Works are to be carried out
 - 'Product' means the Climote Programmable Heating Control Unit (with thermostat) referred to in Your order
 - 'Terms and Conditions' means these conditions
 - 'Us' or 'We' means ESB, acting through our Electric Ireland business
 - 'You' means the person named on the Order
- b. The headings in these Conditions are for convenience only and will not affect how they are interpreted.

2. BASIS OF CONTRACT

- a. The Order constitutes an offer by You to purchase the Product from Us in accordance with these Terms and Conditions.
- b. The Contract constitutes the entire agreement between the parties. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Contract.
- c. These Conditions apply to the Contract 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.

3. SUPPLY OF WORKS

- a. We shall install the Product in the Premises in accordance with the Order in all material respects.
- b. The installation will be carried out in a good and workmanlike manner using all reasonable care and skill.
- c. It is the responsibility of Electric Ireland to make good any damage caused to the Premises in carrying out the installation.
- d. If We discover that there are issues which prevent Us from installing the Product We will notify You and You shall have the option to either:
 - i. end the Contract (see Condition 8 below); or
 - ii. suspend the Contract until such time as such issues are rectified. If such issues are not rectified within 6 months either party may terminate the Contract.
- e. "The climote installation cost covers the replacement of an existing heating time switch only. Any additional works required to facilitate the operating of the Climote in your situation will be quoted by the contractor before commencement of the installation." Any additional works required will not proceed without a signed undertaking from the customer to pay for the additional works.

4. YOUR WARRANTIES AND OBLIGATIONS

- a. You warrant that You are the owner of the Premises or otherwise have legal authority to enter into the Contract.
- b. You are obliged to:
 - i. provide Us, our employees, agents or subcontractor(s) with access to the Premises to install the Product at all reasonable times;
 - ii. prepare the Premises for the supply of the Works; and
 - iii. abide by all instructions and advice issued by Us, our agents or subcontractor(s) regarding the installation works including but not limited to equipment and health and safety.
- c. If the performance of any of Our obligations under the Contract is prevented or delayed due to failure by You to perform any relevant obligation ("Your Default"):
 - i. We shall without limiting our other rights or remedies have the right to suspend installation of the Product until You remedy Your Default.
 - ii. We 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 4.3 caused by Your Default.

5. OUR WARRANTY AND LIABILITY

- a. The Product carries a 2 year warranty.
- b. We will repair or replace any defective Product free of charge if You notify Us during the warranty period. There will be no call-out charge applied in such circumstances. Any Products which are repaired or replaced under this term shall be warranted until the later of the expiry of the warranty period applicable to the original Product or 6 months from the date of its first use after repair or replacement.
- c. If you have a warranty claim, please contact Climote Limited at 042 9394059 or email support@climote.ie.
- d. The ability of the Product to be accessed and controlled remotely is dependent on the availability of mobile telecommunications signals of sufficient quality at Your Premises. We are not responsible, and do not accept any liability, for any failure of the Product due to the non-availability of, any interruptions to, or the quality of, Your telecommunications service.
- e. Our 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 Our liability shall be limited to the value of the Contract.
- f. Nothing in these Conditions shall limit or exclude Our liability for:
 - i. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
 - ii. fraud or fraudulent misrepresentation; or
 - iii. breach of the terms implied by Section 12 of the Sale of Goods and Supply of Services Act 1980.
- g. Subject to the foregoing paragraph, We will not be liable to You under this Contract 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.
- h. 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 Contract.
- I. This clause 5 shall survive termination of the Contract.

6. FEES AND PAYMENT

- a. We will charge VAT at the appropriate rate. All prices quoted are exclusive of VAT except where VAT is expressly stated to be included.

7. LICENCE

- a. After 1 year from the date of installation there will be a *€36 licence fee which you will be charged for annually. You will receive a reminder letter in advance of this payment being due. If the *€36 licence fee is not paid your Sim card within the climote device will be deactivated and remote access to the Climote will no longer work.

8. ENDING THE CONTRACT

- a. You may terminate this Contract if We fail to supply or install the Product in breach of these Terms and Conditions. In this event We will refund to You all monies paid by You for the Product.
- b. We may end the Contract at any time if You are in breach of any of the terms and conditions of the Contract, and fail to remedy that breach within 10 days of being requested to do so in writing. In this event You will be entitled to a refund of the cost of the Product if the Product is returned to us undamaged in its original packaging. However, We will be entitled to charge You the cost incurred by Us in attempting to deliver or install the Product.
- c. We may end the Contract by giving You written notice if, for valid reason, We cannot supply You with the Product. In this event, any monies You have paid Us for the Product will be refunded and no further charges will be made.

9. EVENTS BEYOND OUR CONTROL

- a. We will not have to carry out any obligation under the Contract if We are prevented from doing so by any cause beyond our reasonable control. This includes, but is not limited to, failure or shortage of power supplies, civil unrest, labour shortage or labour dispute, instructions or requests from the Government, an emergency services organisation, or any other competent authority, or legal obligations.

10. CUSTOMER INFORMATION

- a. We may use information about You (including information on your use of the Product) for our own business purposes, including building up a profile of our customers, processing bills, processing orders, carrying out credit checks and carrying out market research. We may give your information to our agents who carry out certain business activities (for example, market research) on our behalf. Such agents will only be permitted to use Your data as instructed by Us. They are also required to keep your data safe and secure. You may opt out of this by contacting Us on 1850 372 333.

11. ENERGY CREDITS

- a. You acknowledge and agree that We are entitled to any energy credits attributable to the installation of the [Product] in Your premises under the Irish Government's Better Energy Scheme or any replacement or similar scheme and will execute any documents reasonably required by Us to transfer such energy credits to Us.

12. GENERAL

- a. If any competent authority considers that any of the Conditions are not valid or cannot be enforced, the other Conditions will still apply.
- b. Both parties must follow all the laws, regulations and orders that apply to them respectively.
- c. The Contract is governed by the laws of Ireland and any dispute will be dealt with in the Irish courts.
- d. Complaints and notices may be made in writing, by hand or by post to Electric Ireland, Swift Square, Northwood, Santry, Dublin 9, or by e-mail to homeservices@electricireland.ie. Notices sent by post are deemed to have been delivered two days after posting.

13. STATUTORY RIGHTS

- a. Nothing in these Conditions excludes or affects your statutory rights.