

Electric Ireland Residential Smarter Home Subscription Service

Standard Terms & Conditions

Valid as at 25th May 2018 until further notice

These terms and conditions relate to your purchase and use of the Smarter Home subscription service 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

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

- 'Additional Works' means any extra works to be carried out at the Premises, including, but not limited to:
 - installation of heating zone valves;
 - provision of power supply to existing heating zone valves;
 - installation of control wiring; and
 - supply and installation of any additional Product at the Premises.
- 'Contract' means the contract between You and Us, comprising the Order to which these Terms and Conditions apply.
- 'Order' means the order you have placed with Us for the purchase and installation of the Products specified therein and delivery of the Service.
- 'Premises' means the premises identified in the Order being the property at which the Works are to be carried out.
- "Product" means any product supplied by Us in connection with the Service including but not limited to smart plugs, heating controls and hot water controls.
- 'Service' means the Smarter Home Subscription Service referred to in Your Order.
- 'Terms and Conditions' means these conditions.
- 'Us' or 'We' means the Electricity Supply Board, acting through its Electric Ireland business.
- 'Works' means the technical installation of equipment required to deliver the Smarter Home system at the Premises, to be carried out by Electric Ireland.

- 'You' means the person named on the Order.
- 'Smarter Home Subscription Service' this is the name Electric Ireland uses for its connected home service and comprises the supply of Products (as specified in your Order) and the connected home services that allows you to receive real-time information on your electricity use.
- 'Smarter Home Control' – this is the entry level Smarter Home bundle.
- 'Smarter Home Comfort' – this is the Smarter Home bundle that includes Smarter Home Control and Smart Heating Control.
- 'Smarter Home Hub' - this device connects to your broadband router so that you can control your smart heating control, smart immersion and smart plugs remotely and access information on your electricity use over the Internet.
- 'Smart Heating Control (Nest or Climote)' - this lets you control your heating remotely.
- 'APP' - this is the mobile application which you need to download to your smartphone, tablet, laptop or home computer in order to control your wireless thermostat, immersion and smart plugs remotely and receive real-time information on your electricity use.
- 'Monitoring clamp' – when paired with your Smarter Home Hub this provides you with real time information on your electricity usage.
- 'Smart plug' – when paired with your Smarter Home Hub a smart plug let's you control your home electrical appliances from your mobile, tablet or laptop.
- 'Immersion control' – this is a 40 Amp switch which remotely controls your immersion.

1.1 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 Service from Us in accordance with these Terms and Conditions. The

Contract will come into force when we accept your Order, and comprises your Order, our acceptance and 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.

3. SUPPLY OF WORKS

- a) We shall install the Products required to deliver the Service in the Premises in accordance with the Order in all material respects.
- b) The Works will be carried out in a good and workmanlike manner using all reasonable care and skill.
- c) Electric Ireland will make good any damage caused to the Premises in carrying out the Works.
- d) If We discover that there are issues which prevent Us from installing the products required to deliver the Service 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 you rectify the issues. If such issues are not rectified within 6 months either party may terminate the Contract.
- e) The subscription fees cover the cost of the Works. Where required, Additional Works will be quoted by Us before commencement of the Works. Any Additional Works and costs thereof will be agreed in writing prior to commencement of the Works and/or Additional Works, and may be charged separately.

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 Products at all reasonable times.
 - ii. prepare the Premises for the supply of the Works (included in this, you must have a router with Wi-Fi and a broadband connection; 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 products required to deliver the service 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) We provide a warranty on the Smarter Home Hub for the duration of your subscription service. All other Products will have a minimum 12 month manufacturer's warranty. Full details of the warranties are contained in the documentation supplied with the Products. If you have any technical problems with any product please ring 1850 372 372 or email homeservices@electricireland.ie.
- b) The Works carry a 6 month warranty. If you have any issues with the Works please telephone Electric Ireland at 1850 372 372. Any claims relating to the Works must be communicated to us within 6 months of completion.

- c) 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.
- d) The ability of the Service to be accessed and controlled remotely is dependent on the availability of a Wi-Fi signal of sufficient quality at Your Premises. We are not responsible, and do not accept any liability, for any failure of the Service due to the non-availability of, any interruptions to, or the quality of, Your Wi-Fi 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) To the extent that the law allows, 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) No warranty is provided regarding the functionality of any Product, including;
 - i. the compatibility with your smart phone/ computer and home internet network; and
 - ii. whether the Product will meet your own specific requirements.
- i) 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.
- j) This clause 5 shall survive termination of the Contract.

6. FEES AND PAYMENT

- a) Your subscription will begin when your Smarter Home system is installed and will continue until you tell us you no longer want it or we cancel it. If you cancel in the first 36 months, a cancellation fee will apply (see Table 1 – Cancellation Fees for more details).
- b) All fees are payable by direct debit. We will send you correspondence confirming your Direct Debit instruction and payment details. Please check these details and contact us within ten working days if they are incorrect. Payments will be debited from your bank account on the date agreed by you when you first signed up to your subscription. If there are any changes to the Direct Debit arrangements we will let you know at least ten working days in advance.
- c) We will charge VAT at the appropriate rate. All prices quoted are exclusive of VAT except where VAT is expressly stated to be included.
- d) At the end of the minimum contract period, Your rates will revert to the standard Smarter Home Control monthly subscription rate. Subject to availability, We may offer an alternative Smarter Home subscription to You at that time.

7. ENDING THE CONTRACT

- a) You may terminate this Contract if We fail to supply the Product, or install the Product in breach of these Terms and Conditions. In this event We will refund to You all monies paid (if any) 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 delivering and installing, or attempting to deliver or install, the Products.
- c) We may end the Contract by giving You written notice if, for valid reason, We cannot supply You with the Products. In this event, any monies You have paid Us for the Product will be refunded and no

further charges, or obligations to remain an Electric Ireland customer will be made.

- d) Certain Products (e.g. Nest and Climote) require you to sign up to the manufacturer's terms and conditions in order to avail of certain functionalities of these Products. Details of those terms and conditions will be supplied with the relevant Products. You may choose not to sign up to the manufacturer's terms, and in that event Electric Ireland will not be liable to You in respect of any resultant reduced functionality.
- e) Nest and Climote's Terms and Conditions contain some important exclusions regarding the functionality and compatibility of the Product. These should be read carefully.

8. SERVICE DETAILS

- a) Smarter Home subscription features.

Depending on which Smarter Home subscription you choose you will receive some of the following system components:

A: Smarter Home Control

What's included:

- Smarter Home Hub
- Monitoring clamp
- 2 smart plugs
- Smarter Home APP.

B: Smarter Home Comfort

What's included:

- Smarter Home Control bundle
- Smart heating control, either a Climote or a Nest.

C: Immersion control (requires kit A or B to be installed for it to function)

What's included:

- 40 Amp switch to remotely control your immersion.

- b) In order for your Smarter Home service to work you will need:

- an existing domestic fixed line broadband connection with a spare Ethernet port connection
- an extra power socket close to your broadband router
- an Android or iOS smartphone or tablet with an up to date operating system

- a working oil or gas central heating system, if you want a wireless thermostat installed.

9. EVENTS BEYOND OUR CONTROL

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 AND DATA PROTECTION

- a) We may use information about You for our own business purposes, including account management, processing bills, processing Orders, carrying out credit checks and handling complaints. Calls may be recorded and the recordings used for any of the above purposes.

- b) We may analyse and use your electricity consumption data for building up customer profiles and other statistical purposes, provided that your data is sufficiently anonymised.

- c) Where you have given your consent, 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.

- d) Where you have given your consent, we may use information about you (including information on your use of the Product) for profiling and marketing purposes.

- e) You may withdraw any consent you have given (or give any consent that you have not given) by contacting Us on 1850 372 333.

Electric Ireland will:

- only use your personal information for the above purposes;
- keep your personal information safe and secure;
- keep your personal information up to date; and

- delete your personal information when it is no longer required; and will ensure that its agents and sub-contractors do the same.

- f) For further information on how Electric Ireland manages Your personal data, Your rights and how to exercise them, please refer to Electric Ireland's Privacy Notice at www.electricireland.ie/privacy

11. ENERGY CREDITS

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

12. GENERAL TERMS

- a) Period of agreement.

Your subscription will begin when your Smarter Home system is installed and will continue until you tell us you no longer want it or we cancel it. If you cancel in the first 36 months, a cancellation fee will apply, please see Table 1 – Cancellation Fees for more details.

- b) Moving home.

If you move home please contact us to arrange for installation of your equipment in your new home. If you move home within 36 months of commencing your subscription, the cancellation fee will be payable unless you sign up to a new subscription in your new home.

- c) Personal use only.

Your Smarter Home subscription is sold for personal use only and must not be resold. Any other use will invalidate all warranties. We will not repair or replace any Products under warranty if we reasonably believe that you have not used them for your personal use in your own home(s).

- d) Ownership of equipment

Ownership of the Products transfers to you on completion of the installation.

- e) Updates to digital content.

We may update the APP without telling you first, and we may require you to install an

updated version of it. Any updates will be aimed at improving the performance of the APP, but we will make sure it maintains its original functionality. We won't be responsible if an upgrade affects how your APP works – such as your smartphone or broadband – not supporting the upgrade. We will not be responsible for any defect in the APP where you have not installed any upgrade or updated version that we have recommended.

f) We may withdraw the product.

We may cancel the Service at any time for any reason. We may write to you to let you know that we are going to stop providing

the Service. We will let you know at least 30 days in advance of our stopping the Service and will refund any sums you have paid in advance for services that will not be provided.

g) Products and packaging may vary slightly from their pictures.

The images of the Smarter Home Products and their packaging on our websites are for illustrative purposes only and may vary slightly from those images.

13. STATUTORY RIGHTS

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

TABLE 1 – CANCELLATION FEES			
When your subscription is cancelled	What do you need to pay	What you need to do	Will my Smarter Home system continue to work?
Up to 24 hours before installation	€0	If you have ordered Smarter Home, you can cancel the installation appointment without incurring any charges, up to 24 hours before the installation is due to be carried out.	N/A
Less than 24 hours before installation or at time of installation	€30	If you cancel less than 24 hours before Smarter Home installation is due to be carried out, we will charge you a cancellation fee equal to €30. The €30 charge will be added to your current Electric Ireland fuel account. 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 Smarter Home installation at and on the agreed time and day or if the Service Technician cannot install your Smarter Home device due to any technical circumstances which were unforeseen.	N/A
Within 14 days after installation	€120 for de-installation	Let us know you've changed your mind within 14 days of the Smarter Home system being installed and we will arrange for removal.	Your Smarter Home system will be removed.
If your subscription is cancelled after 14 days after the installation but within 36 months	You will have to pay a fee of your monthly subscription charges multiplied by the number of months left in Your Period of Agreement.	Let us know you want to cancel your subscription	Your Smarter Home system will be disabled and you'll lose the remote control of your smart plugs and thermostat but your heating controller will work as a conventional thermostat which you'll be able to control and programme when you're in your home.
If your subscription is cancelled after 36 months	€0	Let us know you want to cancel your subscription.	Your wireless thermostat will continue with full remote functionality subject to you paying your thermostat licence fees should any apply. You will lose the additional features and benefits of your Smarter Home system such as remote control of your smart plugs and energy information.
If you cancel your electricity contract with Electric Ireland	You can continue your Smarter Home subscription service if you cancel your electricity service with Electric Ireland. If you choose to continue your subscription there are no changes, if you choose to cancel your subscription you incur the costs set out in column 2.	Let us know you have switched your electricity supplier.	Your Smarter Home system will continue to work, the only functionality you will lose is bill prediction as you are no longer billed by Electric Ireland.