

# Electric Ireland Home Services Terms & Conditions

Valid as at 25th May 2018 until further notice

## 1. DEFINITIONS

- a. In these conditions, the words below have the following meanings:
  - "Additional Works" means any products or services not included in the Quotation but agreed by You on foot of our quotation under clause 3.d below.
  - "Commencement Date" means the date on which We issue You with written acceptance of the Order, the Consent and the Deposit.
  - "Conditions" means these general conditions.
  - "Consent" means your written consent for Us to supply the Works to you at the premises.
  - "Contract" means the contract between You and Us to which these conditions apply, comprising, the Order, the Consent and these Conditions.
  - "Deposit" means the deposit payable by You to Us before We supply You with the Works.
  - "Order" means your order for the Works at the prices outlined in the Quotation.
  - "Premises" means the premises identified in the Order being the property at which the works are to be supplied.
  - "Products" means the products to be supplied by Us to You as set out in the Order.
  - "Quotation" means the document which details the description of and the prices for the products and services.
  - "Services" means the services to be supplied by Us to You as set out in the Order.
  - "Subcontractor(s)" means party/parties to which we may subcontract all or part of the services.
  - "Unordered Works" means any works (whether undertaken prior to, during or after the Works) undertaken by any Subcontractor(s) and/or any other third party/parties at the Premises which are outside the scope of the Works.
  - "Us" or "We" means Electric Ireland, acting through our Home Services business.
  - "You" means the person named on the front cover of these Conditions.
  - "Works" means the Products and Services as set out in the Order plus Additional Works, if any.
- b. The headings in these Conditions are for convenience only and will not affect how they are interpreted.

## 2. BASIS OF CONTRACT

- a. Any quotation given by Us shall not constitute an offer, and is only valid for a period of 90 days from its date of issue.
- b. The Order constitutes an offer by You to purchase the Works from Us in accordance with these Conditions. For the Order to be valid, it must be accompanied by the Consent and the Deposit.
- c. The Order shall only be deemed to be accepted on the Commencement Date at which point and on which date the Contract shall come into existence.
- d. 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. Any samples, drawings, descriptive matter or advertising issued by Us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Works described in them. They shall not form part of the Contract or any other contract between Us and You for the supply of the Works.
- e. 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 supply the Works to You in accordance with the Order in all material respects.
- b. We shall have the right to make any changes to the Works which are necessary to comply with any applicable laws and/or safety requirements, or which do not materially affect the nature or quality of the Works, and We shall notify You in any such event.
- c. The Works will be supplied in a good and workmanlike manner using all reasonable care and skill.
- d. If We consider that Additional Works are required or recommended, We shall advise You as soon as possible and if We are in a position to undertake such Additional Works, We will provide You with an estimate of the time required to complete such Additional Works and the associated costs.
- e. If We discover that there are issues which prevent Us from completing the Works We will notify You and You shall have the option to either: i. end the Contract (see Condition 7 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.

## 4. FEES AND PAYMENT

- a. You must pay Us for all Works supplied to You.
- b. This liability continues until this Contract ends in line with Condition 7 below, even if You leave the Premises beforehand.
- c. The fees for the Works are as outlined in the Quotation.
- d. If You do not pay Us any sum due under these Conditions when due We may charge You late payment interest at the rate of 2% above EURIBOR for the period from the due date to the date payment is received.
- e. We will charge VAT at the appropriate rate. All prices quoted are exclusive of VAT except where VAT is expressly stated to be included.
- f. We will invoice You the balance of the fees due plus VAT (minus the Deposit) on completion of the Works.
- g. You must pay the balance of money due for the Works:
  - i. within 30 days of the date of the invoice for the balance of money due for the Works; and
  - ii. in full and by cheque or in cleared funds to a bank account nominated in writing by Us.
- h. You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and You shall not be entitled to assert any credit, set-off or counterclaim against Us in order to justify withholding payment of any such amount in whole or in part.

## 5. YOUR WARRANTIES AND OBLIGATIONS

### 5.1 You warrant that:

- i. You are the owner of the Premises or otherwise have legal authority to enter into the Contract; and
- ii. You have obtained and maintained all necessary licences, permissions, including planning permissions, and consents which may be required before the date on which the Works are to start.

### 5.2 You are obliged to:

- a. ensure that the terms of the Order and any information provided in the Order is complete and accurate;
- b. provide Us, our employees, agents, consultants (including quality assurance consultants) and Subcontractor(s) with access to the Premises for all purposes in connection with the Works at all reasonable times and at any time in an emergency;
- c. provide Us with such information as We may reasonably require in order to supply the Works, and ensure that such information is accurate in all material respects;
- d. prepare the Premises for the supply of the Works; and
- e. abide by all instructions and advice issued by Us or the Subcontractor(s) regarding the Works including but not limited to equipment and health and safety.

### 5.3 IF OUR PERFORMANCE OF ANY OF OUR OBLIGATIONS UNDER THE CONTRACT IS PREVENTED OR DELAYED BY ANY ACT OR OMISSION BY YOU OR FAILURE BY YOU TO PERFORM ANY RELEVANT OBLIGATION ("YOUR DEFAULT"):

- a. We shall without limiting our other rights or remedies have the right to suspend supply of the Works until You remedy Your Default, and to rely on Your Default to relieve Us from the performance of any of Our obligations to the extent Your Default prevents or delays Our performance of any of Our obligations;
- b. 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 5.3 caused by Your Default.

## 6. OUR WARRANTY AND LIABILITY

- a. All Works carry a 6 month warranty, except in the case of a defective Product which carries a manufacturer's warranty period in excess of 6 months. In this case the warranty period for the particular defective Product shall be the manufacturer's warranty period. The manufacturer's warranty period shall only apply to the particular defective Product and not to any works relating to that Product.
- b. We will repair or replace any defective Product and/ or remedy any defective Service free of charge if You notify Us during the warranty period. There will be no call-out charge applied in such circumstances.
- c. 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.
- d. We will have no liability in respect of Unordered Works.
- e. 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 Supply of Goods and Supply of Services Act 1980.
- f. In extreme/very cold weather conditions insulating your loft and pipes may not prevent freezing and the consequences of same.
  - g. Subject to clause 6.e, 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 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 6 shall survive termination of the Contract.

## 7. ENDING THE CONTRACT

- a. You may end the Contract by giving us 30 days notice. If You end the Contract You must pay Us for any Works supplied up until the date on which the Contract is ended as well as any monies that We owe third parties (including Subcontractors) in relation to the Works.
- 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.
- c. If the Contract is ended pursuant to clause 7.a or 7.b, We will be entitled to charge You:
  - i. the cost to Us of all Works supplied up to the date the Contract is ended
  - ii. any additional monies We have paid or have committed to pay third parties in connection with the Works; and
  - iii. an administration fee of €20. If the sum of these costs is greater than the amount You owe Us, the Deposit will be used towards these costs and invoice You for the balance. If the Deposit is greater than the sum of these costs, We will refund You the difference.
- g. Before starting the Works, We may end the Contract by giving You written notice if, for valid reason, We cannot supply You with the Works. In such case, the Deposit will be refunded and no further charges will be made.

## 8. 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.

## 9. DATA PROTECTION & PRIVACY

- 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 9.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](http://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](http://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](mailto:dpo@esb.ie).

## 10. GENERAL

- a. Any special conditions or extra time that We allow are limited to the specific circumstances in which they are given and do not affect our rights under the Contract in any other way.
- b. We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to a Subcontractor, agent or other third party.
- c. You shall not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of Your rights or obligations under the Contract.
- d. We will have given You proper notice if We notify You by means of either post or publication in an advertisement. Notice shall be deemed to have been served two days after postage or publication in an advertisement.
- e. If any competent authority considers that any of the Conditions are not valid or cannot be enforced, the other Conditions will still apply.
- f. Both parties must follow all the laws, regulations and orders that apply to them respectively.
- g. The Contract is governed by the laws of Ireland and any dispute will be dealt with in the Irish courts.
- h. 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 homeservicessupport@electricireland.ie. Notices sent by post are deemed to have been delivered two days after posting.

## 11. STATUTORY RIGHTS

- j. Nothing in these Conditions