

## HEAT PUMP SERVICE & REPAIR AGREEMENT (the "Agreement")

BY ORDERING HEAT PUMP SERVICE OR REPAIR YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ THESE AND ALL OTHER TERMS OF THIS AGREEMENT CAREFULLY.

### 1. SCOPE OF HEAT PUMP SERVICE OR REPAIR

1.1. As part of this Agreement, a service engineer will visit your Property to carry out the heat pump service in accordance with the manufacturer guidelines. Where we attend as a Repair Visit. This will involve the carrying out of various tests and checks on the Installation in order to diagnose and where possible, repair the fault.

1.2. If the service engineer identifies a fault, they will provide you with a verbal assessment of the fault, the office will then contact you with an estimate of the time it will take to repair and an estimate of the costs including labour time and any parts/components. Please be aware that sometimes it may not be possible to carry out the repair during the first Repair Visit.

### 2. TERM OF THIS AGREEMENT AND TERMINATION

2.1. Commencement: When you request a Service or a Repair Visit, we will ask you to fill out our booking form and pay in advance of a visit from our engineer. Once this has been complete, we will contact you to arrange a date and time to conduct the repair.

The Service or Repair Visit will be conducted during working hours (8am to 4pm Monday to Friday, excluding weekends, bank holidays and public holidays in Ireland), unless otherwise agreed.

2.2. Your Responsibilities: It is your responsibility to:

(a) ensure safe access to your Property, which includes providing safe and full access to the Installation - this will include circumstances where we determine that the Installation is inaccessible, due to the enclosure or compartment in which it is located, so as to not impede the service engineer from commencing or continuing with the Heat Pump Service or Repair;

(b) provide the service engineer with the necessary access to the Property at the time of our appointment(s) to carry out the Heat Pump Service or Repair;

(c) ensure that no Health and Safety issue exists which would mean it would be inappropriate, unsafe or otherwise unsuitable for the visit to commence or continue; and

(d) ensure there is electricity to allow the Heat Pump Service or Repair to be completed.

In circumstances where we are not in a position to proceed with the Heat Pump Service or Repair due to (a) (b) (c) or (d) above, we will inform you of this and you will be deemed to have cancelled your appointment. It is your responsibility to arrange another appointment. It is also your responsibility to take care in or around areas where work is taking place during the visit and to ensure that any children or animals in the Property are kept away from any area where work is being carried out or equipment is being stored and all areas in between.

2.3. Cancellation: You may cancel your Agreement within fourteen (14) working days of receiving these Terms and Conditions if you signed up via a website or over the phone or within 30 days, without giving a reason and without charge by calling our service contact team on +353 5837190 or by email to [daikinservice@rosstechnical.ie](mailto:daikinservice@rosstechnical.ie), unless the Heat Pump Service or Repair has been carried out before the end of this period, with your agreement.

2.4. We shall be entitled to terminate this Agreement at any time without reason by giving you seven (7) days' notice.

### 3. PRICE PAYABLE BY YOU

3.1. The price of the heat pump service consists of €200. This includes servicing your heat pump to the manufacturers guidelines but does not include any parts that may need to be changed as part of the service.

3.2. The price of Heat Pump Repair consists of a €200 call out fee for the first hour with further time spent fault finding, carrying out any repair work and/or replacing parts or components charged in 1-hour units at €50 per unit. Where a fault is identified, the office will provide an estimate of the time it will take to repair the fault and the price.

3.3. The cost of any replacement parts/components will be charged to you separately and will not be included in the price of Heat Pump Repair. The service engineer will only proceed to fit the required parts following your agreement to the cost of the required parts and the rate for additional labour.

3.4. These prices are inclusive of VAT and we therefore reserve the right to increase the charges to cover any changes to the applicable rate of VAT from time to time.

### 4. PAYMENT TERMS

4.1. Customers must pre-pay by credit or debit card before any repair call out or repair is conducted

4.2. Should you need a refund, this may take up to 10 working days. This is due to a third party company.

## 5. PROVISION OF SPARE PARTS

5.1. The service engineer may, during the Repair Visit, identify a part/component failure or potential failure. The service engineer will advise you of the cost of replacement of any parts/components and if necessary, but subject to your approval, will supply and fit adequate replacement parts/components, subject to their availability.

5.2. We will not be responsible for any delay in the provision, or unavailability of spare parts by suppliers or manufacturers or incorrect parts supplied by the supplier or manufacturer. If the Installation cannot be repaired because of the lack of available parts/components.

5.3. Any parts/components which are removed from your Installation by the service engineer will, unless you specify otherwise, be brought back to our offices and left with us. If you do want to retain the part, please retain it until you are satisfied that the fault has been eliminated to allow for re-testing in the event of a further fault arising with your Installation.

## 6. WARRANTY FOR WORK CARRIED OUT UNDER THIS AGREEMENT

6.1. All work undertaken by the service engineer while servicing the Installation carries a thirty (30) day recall from the date on which the work is carried out. Subject to the other provisions of this clause 6 and clause 7 below, if you have any problems with the Installation in the 30-day period after the work has been done, which require the service engineer to return to the Property, there will be no call out charge applied. However, if, when the service engineer calls back, a problem with the Installation is identified that is not related to the Heat Pump Repair previously carried out, you will be charged in accordance with clause 3 above.

6.2. With regard to the supply of any replacement parts/components and of any other materials supplied as part of the Heat Pump Repair, we warrant that at the time of installation the replacement parts/components (as the case may be) and any other such materials will be of merchantable quality, and will be fit for the purpose for which they are supplied (within the meaning of section 10 of the Sale of Goods Acts, 1893 and 1980). We also warrant that, to the extent that statutory provisions apply to the Heat Pump Repair, we shall comply with same.

## 7. WARRANTIES AND REPRESENTATIONS

7.1. With regard to the Heat Pump Repair, we warrant that:

(a) the service engineer has the necessary skill, training, qualification and experience to carry out the works pursuant to this Agreement;

(b) the service engineer will carry out the Heat Pump Repair with due skill, care and diligence PROVIDED ALWAYS that where the service engineer has complied with all the manufacturer's instructions and guidelines, Standards and Codes of Practice, the service engineer shall be regarded as having met the appropriate standard of skill, care and diligence.

7.2. In addition to the warranties set out in clauses 6.1 and 6.2 above but subject to clause 7.4 below, we will, within a period of 12 months (unless otherwise specified by the manufacturer) from the date of completion of the Heat Pump Repair, repair or replace free of charge any faulty replacement parts/components supplied by us under this Agreement. This shall apply only to defects which appear within a period of 12 months (unless otherwise specified by the manufacturer) from the date that the parts/components were replaced and provided that any such defect is notified to

RTS Heating and Cooling Serviced Ltd in writing within 21 days of when you become or ought reasonably to have become aware of the defect. Your rights under this clause 7.2 are in addition to and not in substitution of your rights at law.

7.3. You represent and warrant to us that:

(a) you are the owner of the Property or have full power and authority to execute and deliver this Agreement and to comply with the provisions of, and perform all of your obligations and exercise all of your rights under this Agreement;

(b) all consents, licences, approvals and authorisations required in connection with the entry into, performance, validity and enforceability of this Agreement have been obtained and are in full force and effect; and

(c) you will perform your obligations and exercise your rights under this Agreement in accordance with all applicable laws and regulations.

7.4. We will not be responsible or have any liability for:

(a) The following faults or defects or any work required to rectify same (including, for the avoidance of doubt, during the 30-day recall period):

(i) any defect or damage occurring from a failure of the electricity or water supply;

(ii) failure of the circulating pump due to water leaking from the isolating valves or the connecting pipe-work or components;

(iii) any defects or inadequacy attributable to the original design of the central heating system, including but not limited to 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 not due to the neglect or default of RTS Heating and Cooling Serviced Ltd

(vi) normal wear and tear or any deterioration in the condition, effectiveness or operation of the central heating installation, radiators, pipework or any part thereof as a result of its use or the passing of time;

(vii) any consequential or indirect loss suffered because of water leaks and/or a breakdown of the Installation and the cost of putting right faults caused by damage or not using the appliance, or of interim supply of heat through other means;

(viii) any defect caused through malicious or wilful action, negligence, misuse or third party interference;

(ix) any defect or damage occasioned by fire, lightning, explosion, flood, storm, tempest, frost, impact or other extraneous cause;

(x) any modification, adjustment or repair to the Installation by a third party;

(xi) any defect or damage or detrimental effect caused as a result of inappropriate condensate discharge including to a septic tank or in contravention of the Water Pollution Acts 1977 and 1990 as amended from time to time; and/or

(xii) Any pollution caused as a result of the Installation, including but not limited to, loss of F-Gas from the supply lines, remote fill lines.

(b) Any loss of F-Gas caused by third party interference and any other exclusions that are brought to your attention by us prior to the commencement of this Agreement.

## 8. EXCLUSIONS TO HEAT PUMP REPAIR

8.1. We will not provide, as part of this Agreement (including, for the avoidance of doubt, the 30 day recall period):

(a) any of the following services:

(i) repair or recharge of F-gas;

(ii) adjustments to time and temperature controls;

(iii) the replacement of decorative parts, casing and body of the Installation including all heat exchangers and the Installation shell;

(iv) refilling central heating system with water and venting radiator or cylinder circuit;

(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 Installation;

(vii) air lock of the Installation;

(viii) any draining down of the system and the replacement of the pump isolating valves or their replacement due to noise or leakage;

(ix) work on the fabric of the building or any associated pipe-work to it or buried in the Property

(x) work on any pumps in inaccessible locations;

(xi) work on any domestic water services including the cold water supply tank, its feed, outlets, overflow and the hot water cylinder;

(xii) the following replacement parts: electrical rewiring, external programmers/time clocks, radiators, room thermostats, radiator valves, external motorised valves, expansion tanks or cylinders, external expansion vessels, pipework;

(xiii) work on the electrical immersion element of the central heating installation;

(b) any other exclusions that are brought to your attention by us prior to the commencement of the Heat Pump Repair.

8.2. In certain circumstances we may be able to carry out work set out above for additional charges in accordance with clauses 3 and 4. The office will confirm to you whether we are able to provide any such work and the cost associated with such work.

## 9. ASSIGNMENT

The Agreement is personal to you and therefore it may not be assigned or transferred by you to any other person without our prior written consent. For



business reasons, we have the right to assign or transfer all of our rights and obligations under this Agreement to any other company or person.

## 10. CONDITION OF THE INSTALLATION

We do not accept responsibility or liability for the quality or condition of any existing equipment in the Property (including, without limitation, any equipment, pipework, cables, connections, fill lines, controls, F-Gas, water supply pipes, electrical cables).

## 11. NOTICE OF HAZARD

11.1. We may issue a Notice of Hazard in a number of different circumstances including, without limitation, where, in the opinion of the service engineer (i) Type A: the Installation does not conform to standard but is safe to continue to use pending rectification; (ii) Type B: the Installation does not conform to standard and is considered unsafe and requires immediate isolation of the appliance pending rectification; (iii) Type C: the Installation at the premises is suspected of causing or is at immediate risk of causing a pollution.

Where an F-Gas loss has occurred you are required to inform your local authority environmental department immediately.

11.1. In circumstances where we have issued a Notice of Hazard where we have not been in a position to fully inspect/test the Installation we will not accept any responsibility or liability for the quality or condition of the Installation and for any loss or damage arising out of or in connection with the issuance of a Notice of Hazard by us.

11.2. Where we have issued a Notice of Hazard or documented a fault on the service report, identifying remedial action in respect of the Installation but in the opinion of the service engineer, it is safe to continue with the Repair Visit without you first taking the recommended remedial action, it is solely your responsibility to take the

recommended remedial action following the Repair Visit. We will, if possible, provide you with an estimate of the likely time required and cost involved to complete the recommended remedial action. It may also be possible to make arrangements with the service engineer for this recommended remedial action to be carried out by us at a later date.

11.3. Where, in the opinion of a service engineer there is a Health and Safety or non conformance to standard issue (which will be detailed in the Notice of Hazard where relevant) we reserve the right to contact the relevant local authority if we consider it necessary in the interest of the Health and Safety of you and/or third parties.

11.4. We are not liable or responsible for any losses, liabilities, costs, penalties, fines, damages, defects or personal injuries arising out of or in connection with your decision not to carry out any remedial work recommended to you in a Notice of Hazard or to take any advice given to you by the service engineer and/or notified to you in a Notice of Hazard. You agree to indemnify us and keep us indemnified in respect of any losses, liabilities, costs, penalties, fines, damages, expenses, actions, claims or proceedings arising out of or in connection with any claim brought, made or threatened by a third party against us relating to or in connection with your decision not to carry out any remedial work recommended to you by us in a Notice of Hazard or to take any advice given to you by the service engineer and/or notified to you in a Notice of Hazard or service report.

## 12. USE OF SUBCONTRACTORS

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

## 13. GENERAL LIMITATIONS OF OUR OBLIGATION

13.1. We shall not be liable if any work is carried out on the Installation by any other party, other than by us or a subcontractor acting on our behalf. Any such action will give us the immediate right to terminate this Agreement. You agree to indemnify us and keep us indemnified in respect of any actions, claims or proceedings brought against us and all loss, damage, costs and expenses which we may incur as a

consequence of any work carried out on the Installation, appliance or system by any party other than RTS Heating and Cooling Services

13.2. We shall not be liable if we 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, frost, inclement weather, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or disorder, acts, restrictions, regulations, bye-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.

13.3. 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 this Agreement.

13.4. 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 (except any personal injury attributable to a person's decision to set their Installation below 60 degrees thereby exposing the Customer and/or third parties to the risk of legionella in respect of which you agree to indemnify and keep us indemnified with regard to any claims) attributed RTS Heating and Cooling Services Ltd 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.

#### 14. QUALITY AUDITING

We may request to carry out random quality audits on the work carried out on your Installation both during and after the completion of the Repair Visit. RTS Heating and cooling Services will notify you by telephone of any such request.

## 15. COMPLAINTS PROCEDURE

If you are unhappy with any service or contact that you have with us, you can register your complaint with us in any of the following ways:

- by calling our service contact team at +353 5875190;
- by email to [info@rosstechnical.ie](mailto:info@rosstechnical.ie)

## 16. GENERAL

16.1. Amendments: We reserve the right to change the Terms and Conditions of this Agreement at any time. We will publish details of any changes on the RTS Heating and Cooling Services at [www.rosstechnical.ie](http://www.rosstechnical.ie) as soon as is reasonably possible prior to the changes being introduced.

16.2. No waiver: No forbearance, indulgence or relaxation on the part of RTS Heating and Cooling Services Ltd shown or granted to the Customer shall in any way affect, diminish, restrict or prejudice the rights or powers of RTS Heating and Cooling Services Ltd provided by this Agreement or by law or operate as or be deemed to be a waiver of any breach, right or remedy under this Agreement or provided by law.

16.3. Severance: If at any time any provision of this Agreement (or any part of a provision of it) is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement (including the remainder of a provision, where only part thereof is or has become illegal, invalid or unenforceable); or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

16.4. Governing Law: The 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.

16.5. Entire Agreement: The Parties acknowledge that this Agreement constitutes the complete agreement between the Parties and supersedes all and any prior understandings, agreements, representations or communications whether written or oral between the Parties relating to the subject matter hereof.

## 17. GLOSSARY

"RTS Heating and Cooling Services Ltd", "us" or "we" means Bord Gáis Energy Limited, a company incorporated in Ireland with registration number 639896 and registered office at Unit 18i Dungarvan Business Park, Dungarvan, Co. Waterford, where the context so permits unless the contrary intention appears, its authorised agents and subcontractors, including the service engineer;

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

"Exceptional Item" means a spare part which is not generally in stock and has to be ordered specially for the Repair Visit;

"Health and Safety" means matters relating to:

(a) the applicable requirements of health and safety legislation in Ireland including, but not limited to, the Safety Health & Welfare at Work Act 2005 (as amended from time to time) and any regulations made there under from time to time;

(b) the Building Control Acts 1990 and 2007 and any relevant Building Regulations made there under and any Building Regulations Technical Guidance Documents;

(c) all relevant Codes of Practice, Guidelines and technical documentation/specifications prepared by ETCl;

(d) System Supplier/Product Manufacturer Instructions and Guidelines;

(e) all relevant installation standards applicable in Ireland, and

(f) industry best practice;

"Heat Pump Repair" means a repair of an Installation as described in clause 1;

"Installation" means the Heat Pump, support base for the Heat Pump and fill lines;

"Notice of Hazard "means a notice issued to you to advise of a defect of an Installation which might affect the safety of persons or property or cause a pollution incident;

"Parties" means us and you;

"Property" means the domestic address at which we will carry out the Heat Pump Repair;

" Visit" means a call-out by a service engineer to perform a Heat Pump Repair or Service;

"VAT" means value added tax at the applicable rate from time to time.

## Annex 1

### Privacy Notice: Heat Pump Repair & Heat Pump Service

#### 1. Personal information we collect

We collect the following types of personal information from you:

- a) Your contact details: information that allows us to contact you directly and to deliver goods to you or to visit to carry out a service/repair/ - your name, email address, telephone number and addresses associated with your account
- b) Payment information and account history: purchase history, credit/debit card details and bank account details you provide to make payment for the products and services you purchase from us; your payment method and history.
- c) Previous service information: information about previous use of services at your address so that we can determine when your heat pump system was last serviced/repaired/ works were carried out.
- d) Records of your discussions with our customer support teams, including call recordings: when you share comments and opinions with us, ask us questions or make a complaint, including when you phone us, we will keep a record of this. This includes when you send us emails, letters phone our support team or contact us through social media.

You're not required to provide any of the personal information described above to us, however, if you do not do so, you may not be able to set up an account with us, or the functionality of our products or services may be reduced.

#### 2. What do we use your personal information for?

We process some of your personal information to fulfil the contract between us:

#### Purpose Personal information used

Heat pump service and repairs and maintaining your account • All the data listed in categories a-g of section 2 above

Billing you and taking payment for our products and services • All the data listed in categories a-g of section 2 above

To deliver service communications • Your contact details and account history

Debt collection and debt management • All the data listed in categories a-g of section 2 above

### 3. Sources we collect your personal information from

We'll collect personal information from the following sources:

- Directly from you: when you set up an account with us, purchase products or services from us, submit information via our websites or apps, complete forms we provide to you, make a complaint, contact us by phone, email or communicate with us directly in some other way.

- Other entities/companies we work with: provide us with information to help us deliver our products and services to you. These include:

- o Contracted service engineers: these entities will provide us with information about your boiler and services carried out by them so that we can manage your account.

### 4. Who we share your personal information with

We share personal information with the following parties. We always have contracts in place with these entities, obligating them to protect your data:



- Contracted service engineers: so that they can book appointments with you and provide the services that you request.
- Other service providers and advisors: companies that support our IT, help us analyse the data we hold, process bills and payments, send communications to our customers, provide us with legal or financial advice, carry out debt collection services and customer satisfaction/experience surveys.

We do not disclose personal information except as set out above. We may provide third parties with aggregate statistical information and analytics about users of our products and services and we will make sure no one can be identified from this information before we disclose it.

#### 5. How long do we keep personal information for?

We'll keep your personal information for as long as you have an account with us. After you close your account with us we'll keep your personal information for a period to maintain our records, to respond to your queries, for safety reasons, for bill reconciliation purposes and to meet legal and regulatory obligations. The periods that we keep information for are subject to change as required by legal obligations on us. Where a customer has attempted to close their account but there is outstanding debt

or credit balance on the account then these accounts will be classed as current customers and will remain open until the debt is paid.

#### 6. Your rights in relation to your personal information

You've the following rights in relation to your personal information: (i) the right to be informed about how your personal information is being used; (ii) the right to access the personal information we hold about you; (iii) the right to request the correction of inaccurate personal information we hold about you; (vi) the right to request the blocking or deletion of your personal information in some circumstances and; (v) the right to request that we port elements of your data either to you or another service provider.

To exercise any of the above rights, or if you have any questions relating to your rights, please contact us by using the details set out in the "Contacting us" section below.

If you are unhappy with the way we are using your personal information you can also complain to the office of the Data Protection Commission:

- by phone +353 5875190

## 7. Contacting Us

We're here to help and encourage you to contact us [info@rosstechnical.ie](mailto:info@rosstechnical.ie)

We may update this privacy notice from time to time to ensure it is always up to date and accurate. Any changes we may make to our privacy notice will be posted on this page, and we'll communicate any significant changes to you.

Version dated June 2023.