

THEBOILERCOMPANY.IE TERMS AND CONDITIONS FOR SALE AND INSTALLATION OF HEAT PUMP (The “Agreement”)

These are our standard terms and conditions for the sale and installation of the Heat Pump. They tell you important information, like how you should make payment, how we will supply and install the Heat Pump and what to do if there is a problem. Please read them carefully. Certain words used in this Agreement are capitalised because they have been given specific meanings. These meanings are set out in the Glossary below.

By signing up to this Agreement, CIK Mech Limited is the Controller of your Personal Data. We recommend that you read our Privacy Notice, to understand your data protection rights and how we collect and use your Personal Data. All of our Privacy Notices are located at www.theboilerco.ie/privacy-policy.

YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ THESE AND ALL OTHER TERMS OF THIS AGREEMENT CAREFULLY.

1. SEAI GRANT

1.1. Should you wish to claim an SEAI grant for the installation of your Heat Pump, you must have had a Technical Assessment of your dwelling completed verifying that it is Heat Pump Ready or provide evidence to our satisfaction that you have completed all work specified as required in the Technical Assessment required to make the Property Heat Pump ready. If you haven't had a Technical Assessment completed, please see the SEAI's list of [Registered Technical Advisors](#) to arrange a Technical Assessment.

2.2.If you intend to use an SEAI grant to fund part of the purchase of your Heat Pump, you must provide evidence to our satisfaction that the grant has been approved before work starts.

2. SITE SURVEY AND PROPOSAL

2.1. If your Property is Heat Pump Ready we will arrange for a physical Site Survey to be carried out by our Installation Engineers at your Property, to design and size your Heat Pump.

2.2. Following a Site Survey, we will provide a Quotation for the supply and installation of a suitable Heat Pump. If we identify as part of the Site Survey, that any other works must be carried out to the Property before a Heat Pump can be installed, you will need to arrange for these works to be completed before we can start the Installation. Where we are able to complete any of these works, the price for doing so will be included in the Quotation, with the exception of electrical works, which will be priced separately.

2.3. You will be required to provide us with evidential confirmation that any works identified in the Site Survey have been completed to our satisfaction and failure to do so may delay the Installation. We will have no liability for any damage to your Property, or for any delays, caused by any extra works that you have arranged following the Site Survey.

2.4. If our Site Survey concludes that your Property is not suitable for the installation of the Heat Pump, we will inform you of the reasons why, but will be unable to progress your order any further at that stage.

2.5. You must pay the Deposit within thirty (30) days of receiving the Quotation and the Installation must begin within ninety (90) days from the Confirmation, even where the Site Survey identifies that further work is required before the Installation can begin. If you fail to satisfy the time periods within this clause, your Quotation and the Price will no longer be valid, and you may need to have a further Quotation completed.

3. PAYMENT

3.1. The Price for installing a Heat Pump and any other necessary works which we are able to perform will be included in the Quotation. In order to progress the Installation further, you will need to pay the Deposit. All payments can be made via bank transfer to the CIK Mech Limited account details as provided with the Quotation, or over the phone.

3.2. Once your Deposit has been received, we will issue a Confirmation at which point an Agreement will come into existence between you and us and we will contact you to schedule a date for the installation of the Heat Pump. The outstanding balance, being the remaining fifty percent (50%) of the Price, will be required on the day of installation.

3.3. The Price does not account for any funds you receive as part of the SEAI Grant, which will be paid directly to you, without our involvement. You will remain liable for the full amount of the Price to be paid directly to us. You will only be eligible for payment of the SEAI Grant once the full Price has been paid to us, as completion of the grant claim requires the submission of a payment receipt, which we will provide to you along with the necessary certificates and declaration of works required to evidence the works to the SEAI once all outstanding balances have been received us.

3.4. All prices quoted are inclusive of VAT at the applicable rate from time to time.

4. PRE-INSTALLATION

4.1. As the Safety, Health and Welfare at Work (Construction) Regulations 2013 apply to the Installation, it is your duty to appoint project supervisors for the design

phase (“PSDP”) and the construction stage (“PSCS”). We are qualified and competent to carry out the roles of PSDP and PSCS and the Price includes the provision of these services. Your acceptance of the Quotation will be deemed to appoint TheBoilerCompany.ie as PSDP and PSCS unless otherwise agreed.

4.2. Prior to commencing the Installation, the Installation Engineer may, where relevant:

4.2.1 inspect the relevant parts of the Property in person or through photographs and videos provided by you;

4.2.2. carry out a full technical survey of the Property (including the Central Heating System) to ascertain the:

4.2.3. condition and soundness of your Central Heating System;

4.2.4. condition and soundness of accessible gas pipe work and all flexible connections;

4.2.5. appropriateness of appliance locations;

4.2.6 conditions and soundness of the electrical system; and

4.2.7 suitability of the electricity supply at the Property.

4.3. We may take photographs of where we will be working in your home to understand the working area and layout of the Property as well identify existing damage or poor workmanship. We’ll store any photos we take in accordance with our Privacy Notice.

4.4. If on foot of the above site assessment we identify that Additional Work are required, we shall inform you as soon as possible and (if possible) provide you with an estimate of the likely time required to complete the Additional Work and any associated increase in the Price.

4.5. The Additional Work may require re-decoration or re-painting once it is completed. This is not included in the Price we quoted, and you will be responsible for this.

4.6. We shall not be required to continue with any Additional Work unless and until any increase in the Price has been agreed by you. In this case a new Quotation will be provided to you and a further payment may be required to ensure a 50% Deposit has been paid in full before Installation can take place.

4.7. You have no obligation to agree to any increase in the Price for carrying out the Additional Work, and either we or you may cancel this Agreement. In these circumstances we shall remove any Heat Pump or Central Heating Parts that we have installed and shall restore your Central Heating System (if applicable) to the state it was in before. However, you should be aware that in certain circumstances we may be unable to restore the system’s functionality entirely and in these

situations we shall not be liable for the costs of any further work to restore the system to its previous state. In this situation the Agreement will be considered terminated by you under clause 6.2 below.

4.8. Before we start the Installation, you must clear any furniture or fittings from any rooms or roof space that we need to enter to do the Installation. If you do not clear the furniture and fittings, we may charge you a reasonable amount to cover our costs for any delay.

4.9. If you do not comply with this clause 4, we will have the right to cancel the Agreement and charge you a cancellation fee which may be deducted from your Deposit.

5. THE INSTALLATION

General Installation Provisions

5.1 TheBoilerCompany.ie will carry out the Installation during normal working hours (8am to 5pm Monday to Friday excluding bank holidays and public holidays in Ireland), unless otherwise agreed between us. Any time estimates provided for completion of the Installation are our best estimates and we will make every reasonable effort to complete the Installation on time. However, we cannot be held responsible for delays due to weather or other circumstances beyond our control and will not be liable to you for any reasonable delay in the commencement of or completion of the Installation. In such situations, we will let you know if we become aware of an unexpected delay and will arrange with you another date(s) to carry out the Installation and will revise with you the time estimates we originally provided.

5.2. TheBoilerCompany.ie will not be obliged to carry out the Installation unless:

5.2.1 where relevant, the scope of Additional Work has been agreed between you and us;

5.2.2. where relevant, a satisfactory survey of the Property has been carried out by TheBoilerCompany.ie immediately prior to installation;

5.2.3. you have paid the Deposit including any additional amounts following the assessment of the Additional Works; and

5.2.4. you have provided us with a Declaration of Conformance (if required).

5.3. A summary of the steps involved in the Installation will be included with the Quotation.

5.4. When carrying out the Installation, we may, if required and if set out in your Quotation:

5.4.1 lift carpets or floorboards (this Installation is at your risk and we will discuss and agree this with you before doing so) we reserve the right not to remove certain

types of floor coverings and we can refer you to a specialist to carry out such work which may incur an additional cost to you;

5.4.2. remove and restore loft insulation;

5.4.3. remove plaster where necessary;

5.4.4. remove and restore any existing boxing for pipework;

5.4.5. fit vents to supply air for combustion to standard flue appliances; and/or

5.4.6. remove and restore brickwork and roof-tiles. In restoring brickwork or roof-tiles, we will either:

(A)use the nearest matching materials that we can obtain from a local builder's merchant, or

(B)use bricks or tiles that you provide.

5.5. Unless otherwise stated, electrical wiring, connections and material necessary for the carrying out of the Installation will be included in your Quotation. When carrying out the Installation, we will not create channels for wiring or pipework in solid walls or floors. The wiring to components will be run on the wall surface unless otherwise specified and agreed in your Quotation.

5.6. All new central heating pipe work will be run in tubing manufactured to the appropriate British Standard 7593: 2006 or equivalent with suitable fittings.

5.7. The cutting away of the fireplace aperture is included in the Price where a fire/back boiler unit needs to be removed. TheBoilerCompany.ie does not however accept responsibility for removal or re-instatement of any decorations or decorative features in the vicinity of the fireplace aperture.

5.8. After completion of the Installation and where applicable, the Installation Engineer will provide you with a RGII Declaration of Conformance Cert and a safety file which will include your Heat Pump user manual and, may where applicable, include any other information which may be relevant to the Installation.

5.9. After completion of the Installation, the Installation Engineer will provide you with Commissioning Certificate, Safe Electric Certificate and a safety file which will include your Heat Pump user manual and, may where applicable, include any other information which may be relevant to the Installation.

5.10. Cleaning Up

When carrying out the Installation, we will:

1. take reasonable care to avoid disrupting your Property;
2. remove all waste material;

3. remove all disconnected and redundant parts of your Central Heating System which we replace; and
4. clean up after ourselves.

5.11. Dangerous materials and asbestos

The price we quote does not include the cost of removing any dangerous waste material, such as asbestos, that we could not reasonably identify during the Site Survey and which we only became aware of when doing the Installation. Should we find asbestos or other dangerous or potentially dangerous waste materials in or around the Property, then you will need to engage a specialist competent contractor to arrange for the removal of such dangerous waste material before the Installation may proceed or continue. When you have had all asbestos removed, a certificate from the specialist competent contractor certifying the absence of asbestos exposure risk as referred to in the Safety Health and Welfare at Work (Exposure to Asbestos) Regulations 2006 (or any amendment thereof or replacement regulations), must be provided to us before we will do any further work to your Property. If we are unable to carry out the Installation because of any dangerous waste material, such as asbestos we may terminate this Agreement and charge you a cancellation fee which will be deducted from your Deposit.

5.12. Working in dangerous or unsafe conditions

We won't start or continue doing any work on your Property if we believe there's a Health and Safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment and we won't return to finish the work until we are satisfied that the risk is gone. If we are unable to carry out the Installation because of a Health and Safety risk we may charge you a cancellation fee which will be deducted from your Deposit.

5.13. Conditions at the Property

This Agreement is subject to a suitable electricity and water supply being available to your Property. We can provide you with the information of an electricity or water distribution company to arrange this if you need us to. The cost of providing such a supply is not included in the Quotation. You are responsible for making sure that conditions at your Property are suitable for us to do the Installation and all the necessary facilities, services and supplies are already installed and working at your Property.

5.14. Access to the Property

When we arrive on the installation day, someone 18 years old or older needs to be at the Property who can make important decisions. If you're not at the Property on the day of installation, you must make sure that there is somebody else present who can give instructions to our Installation Engineer, on your behalf. If we are not able to gain access to your Property at the time of the Installation or there is nobody at the

Property who, in our opinion, is able to make decisions on your behalf, we will inform you that we were not able to carry out the Installation for this reason and we may charge you a cancellation fee which will be deducted from your Deposit.

5.15. Showers

We cannot accept responsibility for your existing shower if it is not compatible with your new Heat Pump. This is unless a fault develops because we have acted in a negligent way.

5.16. Solar thermal

Before we start the Installation, it's your responsibility to arrange for and pay a suitably qualified solar installer to decommission or drain the solar thermal system. You'll also need to arrange for the solar installer to recommission or fill the solar system once your new Heat Pump has been installed.

5.17. Parts and Equipment

The Heat Pump and any other parts and materials will be your responsibility from the time of delivery to your Property.

5.18. Things beyond our control

We cannot be held responsible if we cannot meet our responsibilities because of things beyond our control including, for example: poor weather conditions; industrial disputes; strikes that we aren't directly involved in; or the presence of a species that could be subject to special protection (for example bats, birds, butterflies, dormice or plants), are found in your Property.

6. TERMINATION OF THIS AGREEMENT

6.1. You can cancel this Agreement at any time for no reason within fourteen (14) days of paying the Deposit. Such cancellation under this clause 5.1 will not incur any costs unless the Installation has already commenced with your agreement.

6.2. If you cancel after the fourteen (14) day period referenced above, we are entitled to charge you any costs we have reasonably incurred in carrying out our obligations under this Agreement.

6.3. We may cancel the Agreement where:

6.3.1. you are in breach of any of the terms of this Agreement, including without limitation clauses 3 and 4.; or

6.3.2. there is a Health and Safety issue, or any issue as set out in clauses 5.11, [\[TM7\]](#) 5.12 or 5.14, which means it is inappropriate for the Agreement to continue.

6.4. Without affecting any other right or remedy we may have, if we cancel the Agreement, where we are permitted to do so under clause 5.3, we shall be entitled to

charge you the reasonable costs we have incurred in carrying out our obligations under the Agreement before the date of cancellation. We may deduct these costs from your Deposit, and if the costs exceed your Deposit, we may recover the excess from you.

7. WARRANTIES

7.1. All work undertaken by the Installation Engineer under this Agreement has the benefit of the Warranty.

7.2. With regard to the supply of any parts or components and of any other materials supplied as part of the Installation, we warrant that at the time of installation the parts and/or 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. We also warrant that, to the extent that statutory provisions apply to the Installation, we shall comply with the same.

7.3. With regard to the Installation, we warrant that:

(i) the Installation Engineer has the necessary skill, training, qualification and experience to carry out the works pursuant to this Agreement; and

the Installation Engineer will carry out the Installation with due skill, care and diligence PROVIDED ALWAYS that where the Installation Engineer has complied with all the manufacturer's instructions and guidelines the Installation Engineer shall be regarded as having met the appropriate standard of skill, care and diligence.

7.4. You represent and warrant to us that:

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

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

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

8. ASSIGNMENT

This Agreement is personal to you and therefore 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 person or company.

9. USE OF SUBCONTRACTORS

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

10. GENERAL LIMITATIONS OF OUR OBLIGATION

10.1. While we will exercise all due care in carrying out the Installation, you accept that the Installation, Additional Work and related works may cause damage to finishings both internally and externally and that certain areas may need redecoration following completion of the Installation. All such re-decoration or repair works will be your responsibility and are not included in the Quotation.

10.2. When carrying out the Installation, we will not accept responsibility for damage to carpets or other floor coverings caused by lifting or refitting, unless we have been negligent in doing so.

10.3. Where we've connected new equipment to your existing system or appliances, we can't accept responsibility for the cost of repairing or replacing parts of your existing system that later develop faults, or compensating you for any faults that:

10.3.1. were already there when your Heat Pump or system was installed, or were caused by anybody other than us when any changes or additions were made to your Heat Pump or system; or

10.3.2. we couldn't reasonably have been expected to know about before (for example, faulty pipes that don't have the correct protection, which are buried under concrete floors).

10.4. No responsibility or liability is accepted for the quality or condition of any equipment in the Property, at the time of the Installation (including pipework, cables, connections, controls, water supply pipes and electrical).

10.5. We shall not be liable if any work is carried out on the Heat Pump, appliance or system by any other party, other than by a subcontractor acting expressly on our behalf. 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 Heat Pump, appliance or system by any party other than TheBoilerCompany.ie without our prior written consent.

10.6 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.

10.7. 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 attributed to TheBoilerCompany.ie 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.

11. QUALITY AUDITING

TheBoilerCompany.ie may request to carry out random quality audits on the Installation carried out on your Heat Pump both during the Installation and after completion of the Installation. TheBoilerCompany.ie will notify you by telephone of any such request.

12. COMPLAINTS PROCEDURE

If you are unhappy with any service or contact that you have with us, you can register your complaint by calling us on *01 524 0711*

13. ENERGY CREDITS

You acknowledge and agree that we are entitled to any energy credits attributable to the Installation under this Agreement in accordance with the Irish Government's Better Energy Scheme or any replacement similar scheme.

14. CREDIT CHECK

We reserve the right to make credit and other similar enquiries in respect of our customers before Installation takes place. If these enquiries reasonably lead us to believe that there is a significant risk of payment not being made, we reserve the right at our sole discretion to ask you to make payment of the Price before Installation takes place and before any works are carried out as well as the full price of any Additional Work identified during the Installation before these are carried out. If you fail to make any advance payments which we determine are required, we may terminate this Agreement.

15. PRIVACY

15.1. We are a data controller of your personal data relating to the sale and installation of the Heat Pump at your Property - you can find our Privacy Notice on TheBoilerCompany.ie uses your personal data at www.theboilerco.ie/privacy-policy.

16. GENERAL

16.1. Notices: Any notice or account sent by ordinary post pursuant to this Agreement shall be deemed to have been received on the day that is the second postal day after the day of such posting. Any notice sent by the Customer by electronic mail shall be deemed to have been received upon confirmation of receipt from TheBoilerCompany.ie by electronic mail; Any notice required or permitted to be given by the Customer shall be to info@theboilerco.ie.

16.2. Amendments: We reserve the right to change this Agreement by giving written notice to you as soon as is reasonably practicable prior to the changes being introduced.

16.3. No waiver: No forbearance, indulgence or relaxation on the part of TheBoilerCompany.ie shown or granted to the Customer shall in any way affect, diminish, restrict or prejudice the rights or powers of TheBoilerCompany.ie or operate as or be deemed to be a waiver of any breach of this Agreement or provided by law.

16.4. 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:

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

16.5. Governing Law: This 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.

16.6 Entire Agreement: The Parties acknowledge that this Agreement and the Warranty Terms and Conditions constitute the complete agreement between us and supersede all prior understandings, agreements, representations or communications whether written or oral between the parties relating to the subject matter hereof, but no term purports to exclude liability for fraud.

17. GLOSSARY

17.1. In this Agreement:

“Additional Work” means any additional work that is required to complete the Work, which was not included in the Quote or was not reasonably foreseeable on initial inspection of the Property by the Installation Engineer;

“Agreement” means the agreement between you and us for the installation of a Heat Pump at the Property which incorporates this Agreement and the Warranty Terms and Conditions;

“TheBoilerCompany.ie”, “us” or “we” means CIK Mech Limited T/A The BoilerCompany.ie, a company incorporated in Ireland with registration number 646061 and registered office at Killeenlea, Celbridge, Kildare and where the context so permits unless the contrary intention appears, its authorised agents and subcontractors;

“Powerflush” means a service provided by specialist contractor which flushes or cleanses your central heating system to remove any accumulated or excess sludge, corrosion, deposits, scale, flux, swarf and other debris.

“British Standard 7593: 2006” means the British standard code of practice for treatment of water in domestic hot water central heating systems, as laid down by the British Standards Institute, as amended or replaced from time to time, and any reference in these terms and conditions to a specific provision of B.S. 7593: 2006 shall be a reference to such provision as amended or replaced from time to time

“Central Heating Parts” means any central heating parts to be installed as part of the Work, other than a Heat Pump;

“Central Heating System” means your existing central heating system at the Property (if any) including:

- he controls, (including electrical temperature controls); and
- all pipes, radiators, valves, hot water cylinders and the central heating header tank;

Confirmation” means a notification sent to you confirming receipt by us of your Deposit and the point at which an Agreement between us and you has legal effect;

Deposit” means the sum specified as the deposit in the Quotation, which will represent 50% of the Price;

Health and Safety” means matters relating to:

- 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 thereunder from time to time;

- the Building Control Acts 1990 and 2007 and any relevant Building Regulations made thereunder and any Building Regulations Technical Guidance Documents;
- all relevant Codes of Practice, Guidelines and technical documentation/specifications prepared by the National Standards Authority of Ireland and regional requirements for Ireland;
- all relevant Codes of Practice, Guidelines and technical documentation/specifications prepared by ETCl;
- System Supplier/Product Manufacturer Instructions and Guidelines;
- industry best practice;

“Heat Pump” means a heat pump, support base for the Heat Pump and fill lines;

“Heat Pump Ready” Means a property that has had an SEAI Technical Assessment complete confirming that the property is suitable for use with a Heat Pump as the primary source of heat. The requires a Heat Loss Indicator (HLI) in line with the standards set out by SEAI or better.

“Installation” means means the work that we shall carry out at to install a Heat Pump at the Property;

“Installation Engineer” means a qualified and experienced engineer engaged by TheBoilerCompany.ie to install your Heat Pump;

"Parties" means us and you;

“Price” means the total price you must pay for the Work as set out in the Quotation and subject to amendment in accordance with this Agreement;

“Property” means the domestic address at which we shall carry out the Work;

“Quotation” means the email sent to you stating the Price of the Work and including a description of the Work;

“Registered Technical Advisor” means a person registered with SEAI having demonstrated the appropriate competency to undertake a Technical Assessment on a property in an independent manner and providing related guidance and support in relation to the dwelling.

“SEAI Grant” means the SEAI Better Energy Homes Scheme, which provides grants to eligible applicants towards the purchase and installation of a Heat Pump on a qualifying premises;

“Site Survey” means a survey conducted by us as to the suitability or otherwise of your Property for the installation of the Heat Pump, which will include but is not limited to determining the suitable Heat Pump for your Property, and to identify any additional works or possible health & safety hazards;

“Technical Assessment” means an assessment of the energy performance of the Property prepared by a Technical Advisor engaged by the homeowner.

“Warranty” means the five-year guarantee of your Heat Pump subject to the terms and conditions set out below;

“Warranty Period” means the period stated by the manufacturer, which commences on the date your Heat Pump is installed by our Installation Engineer, during which your Heat Pump is covered under this warranty subject to the terms and conditions set out above;

“Warranty Terms and Conditions” means the terms and conditions governing the Warranty; and

“You” or **“Customer”** means the customer(s) who has engaged the Installation Engineer to carry out the Work and includes a person who we reasonably believe is acting with your authority or knowledge