

## Terms and Conditions for Additional Works

These are our standard terms and conditions for Additional Works. As a Bord Gáis Energy customer, you will be deemed to have accepted these terms and conditions from the date that you sign up. In these conditions the words below have the following meanings:

**"Additional Work(s)"** means any additional work which is required to facilitate the installation of charging infrastructure and accessories by BGE at your premises as more particularly set out at section 3 of this Agreement:

**"Agreement"** means these terms and conditions for Additional Works between you and us;

**"BGE", "us" or "we"** means Bord Gáis Energy Limited, a company incorporated in Ireland with registration number 463078 and registered office at 1 Warrington Place, Dublin 2, and, where the context so permits unless the contrary intention appears, its authorised agents and subcontractors;

**"Parties"** means us and you;

**"You"** means you the customer who has entered into this contract for Additional Works with us. And includes a person who we reasonably believe is acting with your authority or knowledge;

As a Bord Gáis Energy customer, Bord Gáis Energy 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 our Privacy Notices are located at [www.bordgaisenergy.ie/dataprotection](http://www.bordgaisenergy.ie/dataprotection). The Privacy Notice which applies to you is provided in the next section of this document and is located at <https://www.bordgaisenergy.ie/resources/data-protection/>. The Privacy Notice does not form part of the contract between you and Bord Gáis Energy Limited.

### 1. Your agreement

These terms apply to any Additional Works irrespective of whether BGE performs the Additional Works itself or uses a third party to fulfil its obligations. BGE is entitled to have the Additional Works carried out by an authorised specialist company. These terms explain how we'll carry out the Additional Works we've quoted you for, the terms of your agreement with us, how to cancel the Additional Works and how to make a complaint. Please read them carefully.

### 2. Your quote

Your quote is valid for 28 days from the date we give it to you. If you don't accept your quote in that time but change your mind later, we may need to give you a new quote.

### 3. The Additional Works

The pre-requisite for ordering Additional Works is that you have already purchased charging infrastructure from Volkswagen Group Charging GmbH. We'll complete the Additional Works included in your quote with due skill and care, and in accordance with industry standards. Your quote is only for the Additional Works we've already agreed with you.

The Additional Works will be carried out by a suitably qualified contractor and may include:

- Installation of a new fuse box;
- Additional wiring (1-phase)
- Additional wiring (3-phase)
- Additional wall breakthrough
- Excavation work
- Labour of the contractor (set at hourly rate)
- Load management works and/or parts

### 4. When we will do the Additional Works

We'll start the Additional Works on the time and date we agree with you when you accept the quote. Unless we agree otherwise, work must begin within 28 days of your acceptance of the quote and be done during our normal working hours 9am to 5pm Monday to Friday.

**5. Payment**

Payment for the Additional Works must be paid when you accept your quote. All prices quoted are inclusive of VAT and shall be paid in Euro.

**6. 12-month guarantee**

We guarantee to repair or replace any faulty parts we've supplied or fix any faulty work that we've done for twelve months from the date that we did the Additional Works.

**7. Reasonable timescales**

We'll give you our best time estimate for doing the Additional Works and we'll do our best to keep to this, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and arrange a new time.

**8. Getting into your home**

We will only work in your home if there's someone 18 years old or older there at all times. It's your responsibility to give us access to your home. If we can't get access, we won't be able to complete the Additional Works and you'll need to contact us to arrange another appointment. We require access to the fuse box, control boxes, distribution boxes, electrical substations, your internet connection and W-LAN and to all premises and outdoor areas relating to the installation in order to carry out the Additional Works. You are obliged to clear any affected work surfaces. You are obliged to take all reasonable and necessary measures to ensure access to the charging infrastructure so that we can properly perform the Additional Works. In particular, you are obliged to ensure access to the main distribution and, if necessary, coordinate this with the responsible caretaker/property manager.

**9. Working in dangerous conditions**

We won't start or continue doing any Additional Works in your home if we believe there's a health and safety risk, for example: threat of infectious illness, hazardous chemicals, pest infestations, verbal or physical abuse, or harassment – and we won't return to finish the Additional Works until that risk is gone. If your home doesn't meet the current standards set out by Safe Electric, we'll tell you need to engage a RECI qualified electrician to fix this. We may not be able to start the Additional Works we've quoted for until this work is completed – whoever is carrying out the work on behalf of BGE will make this decision when they visit you. If any asbestos needs to be removed before we can carry out Additional Works in your home, you'll need to arrange and pay for someone else to remove it and give you a Certificate of Reoccupation which you'll need to show us.

**10. Permissions and consents**

It's your responsibility to get any permission needed for the Additional Works, as we don't accept liability for unauthorised work, e.g. if you don't own the property, you'll need to get the owner's permission first, or if the property is a listed building you may need planning permission. You'll be responsible for any losses or costs to us if claims are made against us for Additional Works carried out without the proper permission.

**11. Design or existing faults**

We won't be responsible for the cost of repairs, or gaining access to make repairs, if there are design faults (unless we're responsible for the design faults). We also won't be responsible for faults which existed before we gave you a quote, faults which we've told you about on a previous visit, or faults which we couldn't reasonably have been expected to know about when we gave you the quote.

**12. Other loss or damage**

We'll do our best to carry out the Additional Works without causing unnecessary damage to your property, but you accept that the Additional Works (including removing or dismantling any existing fixtures and fittings) may cause damage.

You'll need to make sure we have a supply of mains electricity. If this isn't provided to us, you may be responsible for any extra costs to us for any further work as a result.

**13. General Limitations of our Obligation**

We shall not be liable if any work is carried out by any other party, other than by 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 by any party other than Bord Gáis Energy without our prior written consent.

We shall not be liable if we, are unable to carry out the Additional Works due to industrial disputes or any other cause outside our reasonable control, including but not limited to Acts of God, restrictions due to the spread or possible spread of disease among humans or animals, 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 you or your agents.

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 services under this Agreement.

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 attributed to Bord Gáis Energy 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. Making a complaint**

To make a complaint you can email us at [evcharger@bordgais.ie](mailto:evcharger@bordgais.ie). We take any complaint seriously and we'll do our best to resolve the issue right away. If we need more time to investigate, we'll let you know and keep you updated.

**15. Cancelling your agreement**

You have 14 days from the date you accept your quote to cancel. Or if we've ordered parts for the job, you have 14 days from the date they arrive. This is your "cooling off" period. You can ask us to start before the cooling off period ends, but if you then cancel after we've started, we'll charge you for any work we've already done. If you no longer want the work to go ahead, please call us on 01 611 0128, or fill in the cancellation form below and post it to us.

**16. Entire Agreement**

The Parties acknowledge that this Agreement constitutes the complete agreement between the Parties and supersedes 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. Irish law**

Your agreement is bound by the laws of Ireland.

*Bord Gáis Energy Ltd. is registered in Ireland under company no. 463078 with its registered office at One Warrington Place, Dublin 2.*