

## **Terms and Conditions REPUBLIC OF IRELAND:**

### **1. New Domestic Customer**

1.1. The Free Boiler, Boiler Subsidy or LPG Supply promotion (the “Promotion”) are only available to new domestic and/or self-build domestic Calor customers (“the “Customer”) signing up for a new Gas Supply Agreement (the “Supply Agreement”) for a fixed term of 24 months at the same time as this Boiler promotion. The term “domestic customer” means the customer named as a party to the new Gas Supply Agreement with Calor. “Gas” means commercial propane, commercial butane or any other liquefied petroleum gas supplied to the Customer by or on behalf of Calor only. This promotion is not available to existing domestic customers, new or existing commercial, metered customers or change of ownership customers.

1.2. The promotion is only available to the owner of the property.

### **2. Promotions**

There are two separate promotions available to Customers, the Primary Promotion and the Secondary Promotion which are as follows;

#### **2.1. Primary Promotion**

2.1.1. Where a Customer satisfies the definitions contained in Clause 1 and they wish to avail of the promotion in respect of their principal private residence and where Calor LPG will be the primary heating source at such principal private residence, the Customers qualifies to avail of the options outlined in clause 2.1.2 below (the “Primary Promotion”).

2.1.2. Customers who qualify for the Primary Promotion may choose one of the following options;

2.1.2.1. Free Boiler – Calor will provide one free boiler to each Customer. The customer may choose a boiler from the following makes and models subject to availability and suitability;

- (a) one Vokera Evolve 24S System Boiler or
- (b) one Vokera Evolve 30S System Boiler or
- (c) one 30kW Vokera Vision, or
- (d) one Bosch Greenstar 24kw System Boiler; or
- (e) one Bosch Greenstar 25kw Combi Boiler; or
- (f) one Bosch Greenstar 30kw System Boiler, or
- (g) one Bosch Greenstar 30kw Combi Boiler, or
- (h) one Valliant Eco Tec pro 28 LPG Combi Boiler, or
- (i) one Viessmann Vitodens 100w 19kW System Boiler

Calor reserves the right to choose which boiler model will be installed at the Customer’s principal private residence and may, at its sole discretion, substitute any or all of the free boiler models listed above with another boiler model, or

2.1.2.2. Boiler Subsidy - A Customer who does not wish to avail of the Free Boiler option may choose to purchase an alternative boiler model to those boiler models listed in Clause 2.1.2.1 (a)-(i) above. In this instance, subject to clause 4.6 below, Calor will subsidise a portion of the purchase price actually paid by the Customer in purchasing any such alternative boiler by means of a fixed payment of Seven Hundred Euro (€700) (inclusive of VAT) (the “Subsidy”). This payment will be made directly to the Customers Installer subject to the conditions in clause 4 below. The Customer who wishes to avail of this option will be responsible for any and all costs associated with or ancillary to the purchase and installation of the alternative boiler model in excess of the Subsidy, or

2.1.2.3. LPG Supply - A Customer who does not wish to avail of the Free Boiler or Boiler Subsidy as set out at clause 2.1.2.1 and clause 2.1.2.2 above may opt to receive to receive up to and including 1200 litres of free LPG.

### 2.1.3. Secondary Promotion

2.1.3.1. Where a Customer satisfies the definitions contained in Clause 1 and they wish to avail of the promotion in respect of a non-principal private residence or where Calor LPG will not be the primary heating source at their principal private residence, the Customer qualifies to avail of the promotion outlined in clause 2.1.3.2 below (the “Secondary Promotion”).

2.1.3.2. Where a Customer qualifies for the Secondary Promotion pursuant to Clause 2.1.3.1 they will be entitled to 500 litres of free LPG.

2.2. In addition and subject always to the terms in the Supply Agreement and to the Customer paying all sums payable to Calor under the Supply Agreement on the payment due date, Customers availing of the Promotions will further be provided with a twelve (12) month price freeze promise in respect of Gas, which will commence on the Commencement Date (as defined in the Supply Agreement) (the “Price Freeze”)

## 3. Term

3.1. This Promotion is valid from 1 February 2019 to 30 June 2019 inclusive and 10 November 2019 and 31 December 2019 inclusive and is subject to availability and may be withdrawn or changed at any time.

3.2. Customers who wish to avail of the Primary Promotion Free Boiler or Boiler Subsidy options during between 1 February 2019 and 30 June 2019, installations for such Primary Promotion must be completed on or prior to 31st July 2019.

3.3. Customers who wish to avail of the Primary Promotion Free Boiler or Boiler Subsidy options during between 1 September 2019 and 31 October 2019, installations for such Primary Promotion must be completed on or prior to 30 November 2019.

3.4. Customers who wish to avail of the Primary Promotion Free Boiler or Boiler Subsidy options during between 10 November 2019 and 31 December 2019, installations for such Primary Promotion must be completed on or prior to 31 January 2020.

#### **4. Installation**

4.1. Only persons who have successfully completed the appropriate RGII gas installer courses may carry out work on gas installations.

4.2. The Customer hereby covenants and agrees with Calor that their domestic gas installation is installed by a fully competent and Registered Gas Installer of Ireland ("RGII") approved installer.

4.3. The installation must be installed and certified to conform to the requirements of Building Standard 813:2014 Domestic Gas Installations (Edition 3) (+A1:2017) or I.S. EN 1949, as appropriate, current Building Regulations and the relevant appliance manufacturer's installation and use instructions.

4.4. The Customer is responsible for ensuring that they maintain their boiler in accordance with the boiler manufacturer's instructions.

4.5. Where a Customer wishes to avail of the Boiler Subsidy option per clause 2.1.2.2 above they must engage a fully competent and Registered Gas Installers of Ireland ("RGII") approved installer in order to carry out the works. It is a legal requirement to be registered in order to undertake gas work. In advance of the Subsidy being paid to the RGI Installer, Calor must be in receipt of the following;

4.5.1. VAT invoice;

4.5.2. The appropriate installation Completion Certificate and/or Declaration of Conformance; and

4.5.3. Flue gas receipt from the RGI Installer.

#### **5. Liability**

5.1. Calor does not accept responsibility or liability for loss or damage arising in respect of the installation, connected appliances and other work for the Promotions, save to the extent caused or contributed to by the negligence of Calor or its agents.

5.2. Calor cannot be held responsible for the quality of the boiler or any warranty given by the manufacturer of a boiler. Calor cannot be held responsible for the installation of the boiler and connected appliances by the RGII approved installer.

5.3. For the avoidance of doubt, Calor does not accept responsibility or liability for gas leaks, the adequacy of the fixed air supply, the effectiveness of any flue, the appropriateness of any appliance location, or gas pollution, save to the extent caused or contributed to by the negligence of Calor or its agents.

#### **6. Data Protection**

6.1. To the extent that Calor collects Personal Data from you in the course of performing its

obligations under this Boiler Promotion, Calor will process such Personal Data in accordance with the Data Protection Acts 1988 and 2018, the EU General Data Protection Regulation (“GDPR”) and any legislation in Ireland to implement the GDPR, to administer your account and to provide our services and products.

6.2. The purposes for which Calor may process Personal Data include for the purposes of setting up, monitoring and managing the Boiler Promotion, its Confirmation and Acceptance, all installations, finance, obtaining credit references, obtaining, maintaining and exchanging information on meter points, with Registered Gas Installers, reporting to statutory authorities and regulators, billing, call data management and, depending on your written preferences, direct marketing purposes as notified by you.

6.3. We may pass Personal Data to our agents and service providers when relevant for these purposes.

6.4. You may request a copy of, or notify us of any changes to, your Personal Data by writing to us at [legal.department@calorgas.ie](mailto:legal.department@calorgas.ie), by calling 1850 812 450, or by writing to us at: Data Protection, Calor Teoranta, Long Mile Road, Dublin 12, and in accordance with our obligations under the Irish Data Protection Acts and the GDPR, we will update or delete your Personal Data accordingly.

## **7. Miscellaneous**

7.1. Applications to qualify for and avail of the Promotion will be subject to inspection, verification and acceptance by Calor personnel and, in some cases, agents subject to a data processing agreement with Calor.

7.2. The Promotions are non-transferable and cannot be refunded or exchanged. There is no monetary cash value offered.

7.3. The Promotions are subject to availability and may be withdrawn or changed by Calor at any time and without notice.

7.4. The Promotion is not available in conjunction with any other promotion.

7.5. Minimum usage terms may apply.