

These Terms and Conditions together with the Sales Quotation constitute the entire Agreement between You and SSE Airtricity Energy Services. It is Your responsibility to ensure that the details in Your Sales Quotation are complete and accurate before You commit Yourself to the Agreement. If any of the details contained in Your Sales Quotation are not complete or are inaccurate, please notify us in writing of such inaccuracies. We only accept responsibility for statements and representations made in writing by our authorised employees and agents.

IT IS IMPORTANT that You read these Terms and Conditions carefully before You sign and return the Sales Quotation to us. You will be bound by these Terms and Conditions once the Agreement is executed by You. Please pay particular attention to Clauses 9 (Warranty), 11 (Limitation on Liability) and 13 (Use of Personal Information).

1. INTERPRETATION AND DEFINITIONS

- 1.1 Unless the contrary intention appears, words in the plural shall include the singular and words in the singular shall include the plural.
- 1.2 Reference to any statute or provision of any statute shall be deemed to include any statutory modification, substitution or re-enactment thereof or any statutory instrument, order, regulation, bye-law, permission or direction made thereunder or under such modification, substitution or re-enactment.
- 1.3 References to clauses are clauses in these Terms and Conditions.
- 1.4 The term "person" shall include an individual, firm, company, corporation and any unincorporated bodies of persons.
- 1.5 Wherever the following words and phrases appear in the Sales Quotation or these Terms and Conditions, they will have the following meaning:
"Additional Work" means any additional and/or rectification work that is required to complete the Works, which was not included in the Sales Quotation or was not reasonably foreseeable on a visual inspection of the Property by the SSE AES Consultant before We gave our Sales Quotation;
"Agreement" means these Terms and Conditions together with the Sales Quotation;
"Applicant" means the individual or company applying to have a Home Charge Point installed;
"Confirmation" means the confirmation of Agreement with Pre-qualification Approval for Supply of Home Charge Point Terms and Conditions which will contain details of the Home Charge Point;
"Certified Electrician" means an electrician who is certified by a recognised Electrical Contractor Governing Association such as Electrical Contractors Safety & Standards Association (ECSSA) or Register of Electrical Contractors of Ireland (RECI);
"Customer" means the person or company for whom the Home Charge Point shall be installed. To be deemed a customer the Applicant must have purchased a new Electric Vehicle under the SEAI Electric Vehicle Grant Scheme and must be able to supply an SEAI grant application reference number.
"Contractor" means a third party sub-contractor who will install the Home Charge Point at the Premises for the Customer on behalf of SSE Airtricity Energy Services. The Contractor shall be a Certified Electrician;

- "Consumer Unit"** (may also be known as a consumer control unit or customer distribution board) means a particular type of distribution board comprising a type-tested coordinated assembly for the control and distribution of electrical energy, principally in domestic premises, incorporating manual means of double-pole isolation on the incoming circuit(s) and an assembly of one or more fuses, circuit breakers, residual current operated devices or signaling and other devices proven during the type-test of the assembly as suitable for use;
- "Electric Vehicle"** means a vehicle that uses one or more electric motors or traction motors for propulsion;
- "External Wall Insulation (EWI)"** means a composite cladding system comprised of suitable insulation and waterproof coating which is applied to all the external walls of a building.
- "National Rules For Electrical Installation (ET101)"** means the rules governing all electrical installation works carried out in Ireland;
- "Home Charge Point"** means a 3.6kW, 16 Amp, single phase, wall mounted unit. The Home Charge Point charges the Electric Vehicle using 'mode 3' power as set out in IEC 61851;
- "Installation Component"** means the two main components of the Home Charge Point:
 - a. Protection Device - this is a RCBO which is used to protect against over current, short circuit and earth leakage; and
 - b. Charge Point Supply Cable - this is the cable that is connected between the Consumer Unit and the Home Charge Point. The Charge Point Supply Cable will comply with ET101;
- "SEAI Electric Vehicle Grant Scheme"** is a grant scheme initiated in April 2009, the Minister for Communication Energy and Natural Resources announced the introduction of grant support of up to €5,000 for the purchase of Battery Electric Vehicles (BEVs) and up to €2,500 for the purchase of Plug-in Hybrid Electric Vehicles (PHEVs).
- "Surface Wiring Method"** is a system of wiring whereby the cable connecting the distribution board and Home Charge Point is mounted directly onto the interior / exterior wall, as the case may be.
- "Manufacturer's Terms and Conditions"** means the terms and conditions in respect of the products and parts supplied by a manufacturer as amended from time to time;
- "Manufacturer's Warranty"** means the warranty which may be applicable in respect of replacement parts, for a home charge point as supplied by the manufacturer;
- "Parties"** means us and You;
- "Price"** means the total price You must pay for the Works as set out in Your Sales Quotation;
- "Property/Premises"** means the domestic address shown on Your Sales Quotation at which We shall carry out the Works;
- "Sales Quotation"** means the price given to you for the Scope of Works by the SSE Airtricity Energy Services Consultant.
- "Scope of Works"** means the summary of the steps involved in the Works;
- "SSE AES", "us" or "We"** means SSE Airtricity Energy Services;
- "SSE AES Consultant"** means a qualified and experienced assessor engaged by SSE AES to carry out an assessment on

- Your home, and advise You on services You may wish to have carried out;
- "Terms and Conditions"** means these terms and conditions;
- "VAT"** means value added tax at the applicable rate from time to time;
- "Works"** means the work that We shall carry out at the Property, as detailed in the Scope of Works appended to Your Sales Quotation, being the installation of a home charge point to the standards as set out by the SEAI.
- 2. WORKS**
- 2.1 All Works are subject to Contractor approval. Once an order is submitted by SSE AES, no amendments to the order may be made.
- 2.2 We will provide one Home Charge Point to applicants that qualify as Customers.
- 2.3 To be deemed a Customer, the Applicant must have purchased an Electric Vehicle under the SEAI Electric Vehicle Grant Scheme and must be able to supply an SEAI grant application reference number. For details on SEAI requirements please visit http://www.seai.ie/Grants/Electric_Vehicle_Grant_Scheme
- 2.4 The make and model of the Home Charge Point will be at the discretion of SSE Airtricity Energy Services.
- 2.5 The Premises must be within the Republic of Ireland.
- 2.6 We will install one Home Charge Point per domestic property.
- 2.7 The following provisions shall only apply to Customers resident or registered, as the case may be, in Republic of Ireland:
- 2.8 The offer extends to one visit only from the Contractor to inspect the Premises and complete the installation. Any further visits to the Premises for the purpose of inspecting the Premises or installing the Home Charge Point shall be subject to further costs payable directly to the Contractor. SSE Airtricity Energy Services has no control over such further costs and accepts no liability for same.
- 2.9 In the case of:
 - 2.9.1 the Premises not being suitable for the installation of the Home Charge Point;
 - 2.9.2 Any need for a subsequent visit to the Premises by the Contractor;
 - 2.9.3 or where the Customer wishes to accept delivery of, but forgo the installation of the Home Charge Point by the Contractor;
 We can provide the Home Charge Point only to the Customer. The Customer acknowledges that where he/she takes delivery of the Home Charge Point in this circumstance, all risk and title in the Home Charge Point shall pass to the Customer. The Customer will have sole responsibility for arranging the installation of the Home Charge Point by a Certified Electrician.
- 2.10 A seven pin charging socket will come with the Home Charge Point;
- 2.11 The Home Charge Point installation method used is the Surface Wiring Method.
- 2.12 The Contractor will use only the Surface Wiring Method in the installation of the Home Charge Point. For clarity, the Contractor will not be responsible for works including, but not limited to, lifting floorboards, removing panelling, running cable chases in the walls.
- 2.13 The cost of materials and labour associated with running cable underground is not covered by this offer.
- 2.14 The cost of extra materials and fixings associated with mounting the charge point on a property with External Wall Insulation (EWI) is not covered by this offer.

- 2.15 The Customer must have a designated parking space, within the boundary of the Premises, for the Electric Vehicle.
- 2.16 The Home Charge Point must be installed within 10 metres of the Customer Distribution Board to ensure that the installation remains free of charge in accordance with these Terms and Conditions.
- 2.17 Where the Home Charge Point is more than 10 metres from the Customer Distribution Board, the Customer must engage a Certified Electrician to complete the additional works at the Customer's expense.
- 2.18 The Home Charge Point will be surface mounted on an outside wall of the Premises as long as the Customer Distribution Board is located within the Premises.
- 2.19 A separate circuit shall be required from the existing Customer Distribution Board, and all safety equipment shall be included for this new circuit.
- 2.20 We will carry out the Works during normal working hours (8am to 6pm Monday to Friday excluding bank holidays and public holidays in Ireland), unless otherwise agreed between the Parties.
- 2.21 We shall endeavour to provide accurate time estimates for completion of the Works and will make reasonable efforts to complete the Works in accordance with the time estimates provided. Notwithstanding the provisions of Clause 11 (limitation of liability), We cannot, be held responsible for unexpected delays including but not limited to inclement weather or other circumstances beyond our control and We will not be liable to You for any reasonable delay in the commencement or completion of the Works.
- 2.22 When carrying out the Works, We will:
- (a) take reasonable care to avoid causing physical disruption to Your Property;
 - (b) remove all waste material which results from the Works;
 - (c) clean up after the Works are complete.
- 2.23 The Contractor will, where applicable, carry out the Works in accordance with Health and Safety Laws and Standards and in accordance with the provisions of any relevant planning permission of which We are notified of by You.
- 2.24 It is Your responsibility to allow us access to the Property to carry out the Works.
- 2.25 Installation of the Home Charge Point is based upon the assumption that the Customer's existing wiring system is in line with current Irish National Wiring Rules. If, in the opinion of the Contractor, the wiring is substandard in any way, the Customer must arrange, at their own expense, to resolve any issue identified by the Contractor with the wiring before installation can occur.
- 2.26 Customers may be required to participate in smart charging trials in conjunction with SSE Airtricity Energy Services and its partners. These trials will adjust the charging patterns of the Electric Vehicle to optimise for use of renewable energy and grid conditions. If participating in these trials, Customers' Home Charge Points will be fitted with Smart Meters. These Smart Meters log and transmit data relating to the identity of the meter, charge times, durations and energy consumption.
- 3. PERMISSIONS**
- 3.1 This Agreement is subject to Your confirmation that You are the owner of the Property. We shall not have any liability for any Works which We carry out which have not been authorised by the owner of the Property and You agree to indemnify us for any losses howsoever arising that We incur as a result of Your failure to make full and proper disclosure as to the ownership of the Property.
- 3.2 This Agreement is entered into and the Works are undertaken by, or on behalf of, SSE AES upon the condition that any required licences, authorities or permissions (including all requisite planning permissions) are first obtained by You and that unrestricted access to Your Property will be available in order that the Works may be undertaken. We shall not have any liability for unauthorised works and You agree to indemnify us for any losses howsoever arising that We incur from Your failure to obtain any required such licences, authorities or permissions.
- 3.3 You shall inform us prior to the commencement of any Works of any conditions in any planning permission which is or may be relevant to the Works. We reserve the right to notify You of any increase in the Price which may be required as a result of any conditions so notified to us, or in the event that We reasonably believe that We will not be able to comply with such conditions We may cancel this Agreement without any liability arising in contract, tort or howsoever arising under this Agreement. You do not have to agree to any increase in the Price notified to You in accordance with this clause and where You do not agree, either You or We may terminate this Agreement without any liability arising in contract, tort or howsoever arising under this Agreement. In the absence of any notice relating to any relevant planning requirements, We will assume that there are no relevant conditions in any planning permission relating to the Works. We shall not have any liability for failure to comply with any condition in a planning permission which is not notified to us and You agree to indemnify us for any losses howsoever arising that We incur from Your failure to comply with Your obligations under this clause.
- 3.4 The safety of the home charge system components and any other parts and materials will be Your responsibility from the time of delivery to Your property. They should be stored in such a way as they are protected from damage and they should be kept in their original packaging. Any loss, theft or damage to these materials will result in additional charges being incurred.
- 3.5 If, before the Works are carried out, You wish to change the Scope of Work to be carried out, We will advise You of any increase in the Price and provide You with a new Sales Quotation (which must be signed by You) before We carry out the Works. Any variations required to be made to the Works or any Additional Work required to properly complete the Works and any additional costs associated therewith, shall be agreed with You prior to the commencement of the Works or as the case may be such Additional Work or variation of the Works.
- 3.6 There may be some additional costs incurred by the Customer if all information is not disclosed following evaluation of the information provided.
- 3.7 If the electricity supply account for the Premises is not in the name of the Customer, the Customer must have the relevant electricity supply account holder's permission to use the electricity connection to charge the Electric Vehicle.
- 4. PROGRAMME**
- 4.1 Prior to commencing the Works, the Contractor will, where relevant:
- (a) visually inspect the relevant parts of the Property;
 - (b) test the integrity of the installation area; and
 - (c) carry out a technical survey of the Property to ascertain the suitability of the Property in relation to the proposed Works.
- 4.2 If the above inspections reveal that any Additional Work is required, We shall inform You of same as soon as possible and confirm whether We are able to undertake such Additional Work and provide You with an estimate of the price and time required for completing the Additional Work; or
- (b) any safety hazards are identified, We shall inform You of same as soon as possible provide You with an estimate of the time required to remedy such hazards together with any associated costs. We shall not be required to continue with any Works unless and until any increase in the Price has been agreed by You. We will issue You with a new Sales Quotation which You will be required to sign prior to any Works commencing or recommencing (as the case may be). Please note that where the Contractor identifies any hazards we will not continue with any Works unless and until We are satisfied that all safety hazards have been rectified.
- 4.3 Unless otherwise stated, material necessary for the carrying out of the Works will be included in the Price.
- 4.4 While We will exercise due care in carrying out the Works, You accept that the Works may cause damage to finishing's both internally and externally and that certain areas of Your property may need redecoration following completion of the Works. This contract does not include provision for the painting of internal or external walls, the making good of decorations, any additions All such redecoration or repair works, as listed above or not, will be at Your cost and are not included in the Price.
- 4.5 After the completion of the Works the Contractor will:
- (a) explain and demonstrate the functions of the installation;
 - (b) issue you with details of the commissioning certificate and customer handover pack; and
 - (c) issue you with details on the Manufacturer's Warranty (where applicable).
- 5. PRICE**
- 5.1 The Sales Quotation is an offer by SSE AES to carry out the Works at the Price and is made on the basis that We will only carry out the Works as set out in the Sales Quotation. The Price (inclusive of VAT) set out in the Sales Quotation shall be valid for a period of 30 days from the date of the Sales Quotation unless We notify You, in writing, that We have withdrawn or amended it during that period. To accept the Price, You must sign and return Sales Quotation to us within the aforementioned 30 day period.
- 5.2 You can pay for the Works by any of the following methods:

- (a) by paying in full at the time of placing Your order for the Works; or
 (b) by paying a Deposit (the sum of which will be confirmed by us prior to any Works commencing) at the time of placing Your order for the Works and by paying the balance upon completion of the Works, after which an invoice will be issued to You; or
 (c) by paying in full on completion of Works (subject to SSE AES approval).
 In the case of payment option (b) above, there are a number of different Deposit requirements which depend on the Price for the Works. We will determine the amount of the Deposit required and this amount will be reflected in Your Sales Quotation.
- 5.3 We will ask for Your payment details and preferred payment method in advance of providing You with a completed Sales Quotation and will also advise You of the Price. If You do not pay us any sum due under this Agreement when due, We may charge You interest at the amount of 2% above EURIBOR on any amounts outstanding.

6. SUPPLEMENTAL COSTS

- 6.1 The Price does not include the cost of removing any dangerous waste material, which shall include but not be limited to asbestos.
- 6.2 You have no obligation to agree to any increase in the Price for carrying out the Additional Work, and if You do not agree to any Additional Work identified by us, We shall be entitled to charge You,
 (a) a reasonable amount to cover our costs in carrying out the Works up to the date on which the Works are cancelled; and
 (b) a reasonable amount to cover our costs in relation to restoring Your Property.

We may deduct these costs from Your Deposit and if the costs exceed Your Deposit, We may recover the excess from You.

7. CANCELLATION / TERMINATION

- 7.1 Once You have accepted the Sales Quotation, neither party may terminate the Agreement unless:
 (a) these Terms and Conditions permit such termination;
 (b) SSE AES is in material breach of any of the Agreement, and such breach is not rectified within thirty (30) days, in which case You shall be entitled to terminate the Agreement;
 (c) You are in breach of any of the terms of the Agreement, in which case We shall be entitled to terminate the Agreement;
 (d) You have not paid the Deposit (if applicable) or, in our reasonable opinion, You have no reasonable prospect of paying the Deposit; or
 (e) there is a health and safety issue that deems it is inappropriate to commence the Works, in which case We may cancel the Works.
- 7.2 Without affecting any other right or remedy We may have, if We terminate the Agreement in accordance with this clause 7, We shall be entitled to charge You the reasonable costs We have incurred in carrying out the Works and/or Additional Works before the date of termination. We may deduct these costs from Your Deposit, and if the costs exceed Your Deposit, We may recover the excess from You.
- 7.3 You may terminate this Agreement up to five (5) working days before the Works

- are due to be carried out. If You exercise this right of termination, You will be liable for any costs associated with any parts sourced and associated with the Works (and which cannot be returned to the original supplier or otherwise resold within a reasonable period) by us in respect of the Works. You hereby agree that We may deduct these costs from Your Deposit and if the costs exceed Your Deposit, We may recover the excess from You. Upon termination of this Agreement by You, SSE AES will have no further duties with respect to Your booking.
- 7.4 Notwithstanding any other provision of this Agreement SSE AES shall be entitled to terminate this Agreement upon five (5) days written notice to You, without any liability in contract, tort or howsoever arising under this Agreement.

8. REFUSAL TO PROVIDE THE SERVICE

- 8.1 We will not be obliged to carry out the Works unless:
 (a) You have completed and signed the Sales Quotation and accepted these Terms and Conditions;
 (b) You have confirmed that You are the owner of the Property or the owner of the Property has confirmed to us, in such form as We may require, that he/she authorises the Works;
 (c) the scope of Additional Work (if any) has been agreed between You and SSE AES;
 (d) a satisfactory survey of the Property has been carried out by us in accordance with clause 4; and
 (e) You have paid the Deposit to SSE AES (if applicable).

9. WARRANTY

- 9.1 SSE Airtricity Energy Services is providing the Home Charge Point on an "as is" basis and without warranty from SSE Airtricity Energy Services, save that SSE Airtricity Energy Services shall use its reasonable endeavours to assign the benefit manufacturer's warranties to the Customer. The Home Charge Point has a manufacturer's warranty of 12 months. This is not a warranty from SSE Airtricity Energy Services.
- 9.2 The installation work and components other than the Home Charge Point shall have a warranty of 12 months from the Contractor. This is not a warranty from SSE Airtricity Energy Services

10. USE OF SUBCONTRACTORS

- 10.1 We reserve the right to use sub-contractors to carry out the Works pursuant to the Agreement.

11. LIMITATION OF LIABILITY

- 11.1 SSE Airtricity Energy Services shall not have any liability whatsoever, whether in contract, tort (including, but not limited to, negligence), statute or otherwise for any injuries, damages, losses, expenses or costs of any kind arising from this Agreement or the use of the Home Charge Point by the Customer or any third party.
- 11.2 Nothing in this Agreement shall exclude or limit either party's liability for wilful misconduct, or death or personal injury caused by that Party's negligence or the negligence of its officers, employees or agents, or for fraudulent misrepresentation on the part of either Party or its officers, employees or agents.
- 11.3 SSE AES shall not be liable for any work carried out on Your Property by a third party and We reserve the right to immediately terminate any warranty

- provided by us in relation to Your home charge (where applicable) where work is carried out by a third party without our prior written consent.
- 11.4 You hereby agree to indemnify us and keep us indemnified in respect of any actions, claims or proceedings brought against us together with all loss, damage, costs and expenses which We may incur as a consequence of any work carried out on Your Property by any party other than SSE AES without our prior written consent.
- 11.5 In no circumstances shall We 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 as a result of the service.
- 11.6 We have no obligation, duty or liability to You, in contract or tort, for breach of statutory duty or otherwise beyond that of a duty to exercise reasonable skill and care.
- 11.7 None of SSE AES, its officers, employees or agents shall, in any circumstances be liable for any damage to property or injury to persons.

12. FORCE MAJEURE

- 12.1 SSE AES shall not be liable if any or all of our obligations under the Agreement cannot be carried out or fulfilled for reasons beyond our control including, but not limited to, Acts of God, industrial dispute, pandemic or epidemic, explosion, flood, lightning, storms, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or disorder, acts, restrictions, regulations, by-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. USE OF PERSONAL INFORMATION

- 13.1 SSE AES will comply with our obligations under any applicable data protection legislation.
- 13.2 In order that SSE AES may perform its obligations under these Terms and Conditions and provide You with the service, SSE AES will collect and use information relating to You. SSE AES may keep this information for a reasonable period after it has ceased to provide You with the service but will not keep it for any longer than is necessary and/or as required by law.
- 13.3 Information which You provide or We hold may be used by us, our employees, subcontractors and/or our agents:
 13.4 for the purposes of attending Your property;
 13.5 to help identify You when You call;
 13.6 for contacting You in writing and/or by phone and/or by text message and/or by e-mail with information about other services and products offered by us and/or our carefully selected partners where You have consented;
 13.7 to detect and prevent crime, fraud and loss;
 13.8 for health and safety and risk assessment;
 13.9 for administering accounts; and
 13.10 for credit checking purposes.
 13.11 We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they will retain a copy of the search. Information from Your application and

payment details of Your account may be recorded by these agencies and may be shared with other organisations to help make credit and insurance decisions about You and members of Your household and for debt collection and fraud prevention purposes.

- 13.12 SSE AES may disclose Your information to other members of the Scottish and Southern Energy Group and agents who act on behalf of SSE AES in connection with the activities referred to above, including to any agent or third party service provider who SSE AES 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 SSE AES. They are also required to keep Your data safe and secure.
- 13.13 In the event that You speak to any employees of SSE AES (or agents acting on its behalf) by telephone, Your telephone conversations may be recorded for quality control purposes. SSE AES will treat the recorded conversation confidential and will only use it for staff training/quality control purposes, confirming details of Your conversations with SSE AES or any other purposes mentioned in these Terms and Conditions.
- 13.14 In order to protect Your privacy, You may also be asked to provide suitable proof of identification. If any of Your details are incorrect please let us know and We will amend them.
- 13.15 You are entitled to a copy of Your personal data which is held by Us. You also have the right to require Us to correct any inaccuracies in Your information. Please also see our privacy notice at www.sseairtricity.com/ie/privacy-policy/. This privacy notice shall form part of these terms and conditions.

14 COMPLAINTS PROCEDURE

If you're unhappy with any aspect of our service, please get in touch. Just contact our Customer Service Team in any of the following ways:

Phone: 1850 81 22 20*

Our phone lines are open Monday to Friday from 8am to 8pm.

Webchat: via sseairtricity.com

Our webchat service is available Monday to Friday from 8am to 8pm and Saturday, Sunday and Bank Holidays, 10am to 6pm.

Post: SSE Airtricity Customer Service, SSE Airtricity, Red Oak South, South County Business Park, Leopardstown, Dublin 18.

Email: bookings@sseairtricity.com

15. GENERAL

- 15.1 These Terms and Conditions apply to the Works provided by SSE Airtricity Energy Services Limited with registered number 476708 and with registered address at Red Oak South, South County Business Park, Leopardstown, Dublin 18.
- 15.2 **Notices:** Any notice or account sent by ordinary post relating to the Agreement shall be deemed to have been received on the day that is the 2nd 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 SSE AES by electronic mail or by post. Any notice required or permitted to be given by the Customer shall be in writing addressed to SSE Airtricity Home Energy Services, Red Oak South, South County Business Park,

Leopardstown, Dublin 18. or such other address or electronic mail address as may be provided to the Customer by SSE AES from time to time.

- 15.2 **Authority:** By entering into this Agreement with SSE AES, You shall be deemed to have obtained all such licences and consents as are required to allow SSE AES to lawfully undertake the Service or other works. If You have failed to obtain all necessary licences and consents required You will indemnify SSE AES for all loss or damage suffered and shall remain responsible for all work done and materials supplied on a quantum merit basis.
- 15.3 **Asbestos:** Unless otherwise stated in correspondence with SSE AES, the Service does not allow for working in the vicinity of asbestos. If during the provision by SSE AES of the Service asbestos is encountered SSE AES reserves the right to withdraw its staff immediately until the premises is made safe. The presence of asbestos on the premises will be reported to You by SSE AES for Your instructions regarding safe disposal. SSE AES will not be responsible for the cost involved in disposing of any asbestos found.
- 15.4 **Amendments:** We reserve the right to change these Terms and Conditions at any time. We will publish details of any changes on the SSE AES Website www.sseairtricity.com as soon as possible prior to the changes being introduced.
- 15.5 **Assignment:** The 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 the Agreement to any company or person.
- 15.6 **No waiver:** No forbearance, indulgence or relaxation on the part of SSE AES shown or granted to the Customer shall in any way affect, diminish, restrict or prejudice the rights or powers of SSE AES or operate as or be deemed to be a waiver of any breach of the Agreement.
- 15.7 **Severance:** If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.
- 15.8 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws Ireland. The parties irrevocably submit to the exclusive jurisdiction of the courts of Ireland.
- 15.9 **SSE AES Re-Organisation:** Notwithstanding anything to the contrary in the Agreement, if SSE AES should reorganise the business and/or legal structure of SSE AES (whether by dividing its business between two or more corporate bodies or otherwise), the obligations of SSE AES may be divided between such bodies and You shall thereafter deal with such bodies as if the parts of the Agreement relevant to the business of such bodies formed a contract between You and such corporate bodies.
- 15.10 **Entire Agreement:** This Agreement constitutes the complete agreement between You and us and supersedes all prior understandings, agreements, representations or communications whether written or oral between You and us relating to the subject matter hereof.
- 15.11 **Anti-Bribery:** The parties warrant and undertake to one another that they shall not knowingly engage in any acts of bribery, extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement,

trading in influence, money-laundering, or any similar activity in relation to this Agreement. The Parties shall (and shall procure that any associated persons or entities) in connection with this Agreement shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption. If either Party (or any associated persons or entities) commits a breach of this clause 17.12, then the non-defaulting party may at its absolute discretion terminate this Agreement with immediate effect by giving notice to the defaulting party. Any termination of this Agreement pursuant to this clause 17.12 shall be without prejudice to any right or remedy which has already accrued, or subsequently accrues. If the non-defaulting party terminates this Agreement for breach of this clause 17.12 the defaulting party shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.

- 15.12 **Third Party:** This Agreement is made solely and specifically between and for the benefit of the parties, and is not intended to be for the benefit of and shall not be enforceable by any person who is not named at the date of this Agreement as a party to it.

16. MARKETING

- 16.1 With your consent, we may contact you in writing, by phone and via email or SMS with information on products, services and rewards that we, other companies within the SSE group, and occasionally our carefully selected partners (as listed in our privacy notice) identified at the time we collect your information, offer. We may use third parties to send marketing communications.