

**Terms and Conditions of Calor Teoranta, trading as Calor Gas, Calor Ireland, and Calor Kosangas (“Calor”)/Calor Gas Northern Ireland Limited, together (“Calor”):**

**1. New Domestic Customer**

1.1 The Free Boiler/ LPG Supply promotion (the “Promotion”) is only available to new domestic and/or self-build domestic Calor customers resident in Republic of Ireland or Northern Ireland (“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 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. The Promotion**

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 either the option outlined in clause 2.1.1 or the option outlined in clause 2.1.2:

2.1.1 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
- (j) one Viessmann Vitodens 100w 35W System Boiler, or
- (k) one Immergas\_Victrix Tera 24kW, or
- (l) one Immergas Victrix Tera 28kW Combi, or
- (m) one Immergas Victrix Tera 32kW combi

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 LPG Supply - A Customer who does not wish to avail of the Free Boiler as set out at clause 2.1.1 above may opt to receive 1200 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 The Promotion is valid from 1<sup>st</sup> July 2023 until 31<sup>st</sup> December 2023 inclusive, is subject to availability and may be withdrawn or changed at any time.

3.2 Customers who wish to avail of the offer contained in 2.1.1 of the Promotion (Free Boiler) during the Term referred to in 3.1 above, must have relevant installations completed on or prior to 31/12/2023

### **4. Installation**

4.1 Only persons who have successfully completed the appropriate RGII gas installer (ROI) or Gas Safe Register (NI) 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:

4.2.1 ROI Customers: a fully competent and Registered Gas Installer of Ireland ("RGII") approved installer; or

4.2.2 NI Customers: a fully competent and Registered Gas Safe 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.

### **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/ Registered Gas Safe 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 Calor is committed to protecting the personal data of its customers and ensuring your privacy. To the extent that Calor collects personal data from the Customer in the course of performing its obligations under the Promotion and/or to administer the Customer's account and to provide our services and products, Calor will only process such personal data in accordance with its obligations:
- 6.1.1 in the Republic of Ireland under the Data Protection Acts 1988 to 2018 and the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"); and
  - 6.1.2 in Northern Ireland under the UK Data Protection Act 2018, the UK General Data Protection Regulation ("UKGDPR") and any legislation in Northern Ireland to implement the UKGDPR.
- 6.2 The purposes for which Calor may process personal data include: setting up, monitoring and managing the 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 Calor will retain your personal data only for as long as necessary to fulfil the purposes for which it was collected, or as required by applicable laws and regulations.
- 6.4 Calor implements appropriate technical and organisational measures to protect your personal data from unauthorised access, loss, misuse, alteration, or disclosure.
- 6.5 To facilitate the Promotion, Calor may engage agents and third-party service providers who will process your personal data on its behalf. These processors will only act under Calor's instructions and are required to implement adequate technical, organisational and security measures to protect your data. You have the right to access, rectify, and erase your personal data held by Calor. You may also have the right to restrict or object to the processing of your personal data and to data portability. To exercise these rights contact 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.

## **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 Promotion is non-transferable and cannot be refunded or exchanged. There is no monetary cash value offered.
- 7.3 The Promotion is 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 except when expressly approved by Calor.
- 7.5 Minimum usage terms may apply.
- 7.6 Only persons aged 18 and over can apply for the Promotion.

