

## NIBE UK Servicing Terms and Conditions ("Servicing Terms")

Please read these Servicing Terms carefully.

### 1. WHAT IS THE SCOPE OF THESE SERVICING TERMS?

1.1 These Servicing Terms set out the terms on which we will carry out Servicing in respect of NIBE Products installed by an Installer on the UK mainland in order to satisfy one of the Pre-Conditions for such NIBE Products being covered by our Aftersales Terms or Service Plan Terms.

1.2 To be entitled to enforce these Servicing Terms, you must:

1.2.1 be the person who purchased the NIBE Product; or

1.2.2 be a third party to whom ownership of the NIBE Product has been transferred, provided that such third party has informed us in writing within 28 days of taking ownership of the NIBE Product and we have agreed to provide Warranty Services to such third party in accordance with clause 11.1 below.

1.3 For the avoidance of doubt, Servicing does not include the provision of parts.

### 2. DEFINITIONS

2.1 In these Servicing Terms the following expressions have the meanings stated, unless the context otherwise requires:

**Aftersales Terms:** the terms and conditions which apply to our provision of Warranty Services in respect of NIBE Products as set out here: [Aftersales Terms](#);

**Exclusions:** those circumstances, as specified in Schedule 1, where we will not be liable to provide the Servicing without One-Off Charges becoming payable.

**Force Majeure Event:** has the meaning given in clause 9.1;

**Installer:** an accredited NIBE trained installer;

**NIBE, we, us or our:** NIBE Energy Systems Limited, a private limited company registered in England and Wales under company number 05764775 and with registered office at Unit 3c Broom Business Park, Bridge Way, Chesterfield, Derbyshire, S41 9QG;

**NIBE Product:** a product which is subject to these Servicing Terms;

**One-Off Charges:** any additional charges which may be payable by you for One-Off Chargeable Call Out Services, as set out in our OCCO Terms [here](#);

**One-Off Chargeable Call Out Services:** any repair services provided by us outside of the Warranty Services and Service Plan Services, as set out in our OCCO Terms [here](#);

**One-Off Chargeable Call Out Service Terms / OCCO Terms:** the terms and conditions which apply to our provision of the One-Off Chargeable Call Out Services as set out [here](#);

**Pre-Conditions:** has the meaning given in clause 4.1;

**Service Plan Services:** the services provided by us to you in respect of your NIBE Product under our Service Plan Terms;

**Service Plan Terms:** the terms and conditions which apply to our provision of Service Plan Services in respect of NIBE Products as set out here: [Service Plan Terms](#);

**Servicing:** the annual servicing of your NIBE Product, as more particularly described in these Servicing Terms;

**Servicing Charges:** the charges payable by you for Servicing as specified in these Servicing Terms.

**Warranty Services:** the services provided by us to you in respect of your NIBE Product under our Aftersales Terms.

### 3. **SERVICING**

3.1 You may request that we provide you with Servicing in respect of your NIBE Product at any time by submitting such request to us in writing or over the phone.

3.2 We will arrange with you a time for us to attend your property and carry out Servicing in respect of your NIBE Product.

3.3 The nature of the Servicing will depend on the type of your NIBE Product. By way of example only:

3.3.1 in respect of air source, ground source and exhaust air heat pumps, we will need to check:

- (a) the quality of electrical supply connections and water connections; and
- (b) the heating system pressure and alarm log; and
- (c) the heating system particle filter;

3.3.2 in respect of air source heat pumps, we will need to check:

- (a) whether the fan is free from any obstructions; and

- (b) whether the evaporator is clean and free from any obstructions;
- 3.3.3 in respect of ground source heat pumps, we will need to check the below conditions in relation to the ground loops and/or bore holes:
  - (a) the particle filter;
  - (b) whether there is any suitable anti-freeze protection;
  - (c) the level vessel and expansion vessel; and
  - (d) brine temperatures;
- 3.3.4 in respect of exhaust air heat pumps, we will need to check:
  - (a) unvented hot water cylinder safety controls;
  - (b) ventilation system air flow rates; and
  - (c) air and heating system filters.
- 3.4 We will provide Servicing:
  - 3.4.1 which conforms in all material respects with their description;
  - 3.4.2 with reasonable care and skill;
  - 3.4.3 which is fit for any purpose we say the Servicing is fit for, or for any purpose for which you use the Servicing and about which you have informed us in writing, or we could reasonably expect you to use the Servicing;
  - 3.4.4 which is free from material defects in design, material and workmanship; and
  - 3.4.5 which complies with all applicable statutory and regulatory requirements.
- 3.5 The Servicing Charges shall be calculated in accordance with the charges in the following link: [Servicing Charges](#).
- 3.6 We will invoice you for any Servicing Charges at any time after you have requested us to provide Servicing.
- 3.7 You shall pay any Servicing Charges to us in full, within 14 days of the date of our invoice and in any event prior to our scheduled attendance at your property to provide the Servicing.

## 4. LIMITATIONS

4.1 We shall only be liable to provide Servicing where all of the following conditions have been met (collectively the **Pre-Conditions**):

4.1.1 the NIBE Product has been installed and commissioned by an Installer;

4.1.2 you have provided us (or promptly provide us upon request) with any information we may require in order to provide the Servicing, including but not limited to:

(a) the serial number of the NIBE Product;

(b) the date on which the NIBE Product was installed;

(c) your name, address and contact details; and

(d) a description of any fault with your NIBE Product;

4.1.3 the NIBE Product is (in our reasonable opinion) being used in your commercial or domestic and private premises and is not being used for any re-sale purpose or otherwise being commercially exploited. If you use your NIBE Product for any re-sale purpose or otherwise commercially exploit your NIBE Product, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity you incur as a result; and

4.1.4 we have satisfied ourselves (at our sole discretion) that the age of the NIBE Product is not such that we consider it unviable to provide Servicing.

4.2 We shall not be liable to provide the Servicing where any of the Exclusions apply.

4.3 These Servicing Terms shall apply to any repaired or replacement NIBE Products.

4.4 We will only carry out Servicing between April and September each calendar year.

## 5. DEFECTIVE SERVICES

5.1 In the unlikely event that the Servicing, once carried out by us, does not conform with these Servicing Terms:

5.1.1 please let us know as soon as possible; and

5.1.2 in addition to your rights under the Consumer Rights Act 2015 (to the extent you are a consumer customer and in respect of which you can receive detailed information from the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or by calling 03454 04 05 06), we will:

- (a) provide you with a full or partial refund of your Servicing Charges, depending on what is reasonable; or
- (b) re-perform the Servicing.

5.2 These Servicing Terms will apply to any replacement Servicing we supply to you.

5.3 If you are still unhappy with the quality of the Servicing that we have provided to you, you may exercise any of your rights under the Consumer Rights Act 2015.

## 6. **INTELLECTUAL PROPERTY RIGHTS**

6.1 The copyright, trade marks, design rights and all other intellectual property rights in any materials and other documents or items that we prepare or produce for you in connection with the Servicing will belong to us absolutely.

## 7. **LIMITATION OF LIABILITY**

7.1 Subject to clause 7.2, if either of us fails to comply with these Servicing Terms, neither of us shall be responsible for any losses that the other suffers as a result.

7.2 You agree not to use the Servicing for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.3 If we are providing the Servicing in your property, we will make good any damage caused by us in the course of performance. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of performing the Servicing.

7.4 This clause does not exclude or limit in any way our liability for:

7.4.1 death or personal injury caused by our negligence; or

7.4.2 fraud or fraudulent misrepresentation; or

7.4.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

7.4.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability.

## 8. CHANGES TO THESE SERVICING TERMS

- 8.1 We have the right to revise and amend these Servicing Terms from time to time to reflect changes in market conditions affecting our business, changes in raw materials and subcontractor costs, technology, changes in payment methods, changes in relevant laws and regulatory requirements and/or changes in our system's capabilities.
- 8.2 We will endeavour to give you prior notice of any changes to these Servicing Terms and if you are unhappy with such changes you can choose to cancel the contract within fourteen (14) days of receiving such notice.

## 9. EVENTS OUTSIDE OUR CONTROL

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Servicing Terms that is caused by events outside our reasonable control (**Force Majeure Event**).
- 9.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
- 9.2.1 strikes, lock-outs or other industrial action; or
  - 9.2.2 epidemic or pandemic (including but not limited to COVID-19);
  - 9.2.3 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
  - 9.2.4 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
  - 9.2.5 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
  - 9.2.6 impossibility of the use of public or private telecommunications networks.
- 9.3 Our obligations under these Servicing Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Servicing Terms can be performed despite the Force Majeure Event.

## 10. DATA PROTECTION

- 10.1 We (and our accredited suppliers) will only use the personal information you provide to us:
- 10.1.1 to provide the Servicing;
  - 10.1.2 to inform you about similar services which we provide, unless you tell us that you do not want to receive this information; and
  - 10.1.3 otherwise in accordance with our Privacy Policy (available [here](#)).
- 10.2 Any calls you make to us may be recorded to monitor and improve the quality of the Servicing we provide to you.
- 10.3 Other than for the purposes as set out in this clause 10 we will not pass your data to or share your data with third parties.
- 10.4 You acknowledge and agree that we may pass your details to credit reference agencies.

## 11. GENERAL TERMS

### 11.1 Assignment.

- 11.1.1 Unless you transfer ownership of the NIBE Product registered in your name in in accordance with clause 11.1.2 below, you may not transfer any of your rights or obligations under these Servicing Terms to another person.
- 11.1.2 Should you decide to transfer ownership in your NIBE Product, the new owner must notify us within twenty eight (28) days of the transfer date and we must have approved such transfer (such approval not to be withheld unreasonably) prior to us being required to continue to provide the Servicing to the new owner.
- 11.1.3 We can transfer all or any of our rights and obligations under these Servicing Terms to another organisation or one of our service partners, but this will not affect your rights under these Servicing Terms.

### 11.2 Notices.

- 11.2.1 If you wish to make a claim under these Servicing Terms or have any questions about these Servicing Terms (including whether you are covered by these Servicing Terms), please contact us using the details set out below.

- 11.2.2 Where you do choose to contact us, you must send all notices to NIBE Energy Systems Limited c/o Service Department, Unit 3c Broom Business Park, Bridge Way, Chesterfield, Derbyshire S41 9QG or [customer.services@nibe.co.uk](mailto:customer.services@nibe.co.uk). We may give notice to you at either the e-mail or postal address you provide to us when communicating with us. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.
- 11.3 **Severance.** If any court or competent authority decides that any of the provisions of these Servicing Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 11.4 **Waiver.** If we fail, at any time while these Servicing Terms are in force, to insist that you perform any of your obligations under these Servicing Terms, or if we do not exercise any of our rights or remedies under these Servicing Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Servicing Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 11.5 **Third Party Rights.** A person who is not party to these Servicing Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 11.6 **Governing Law & Jurisdiction.** These Servicing Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts.



## SCHEDULE 1 EXCLUSIONS

We shall not be required to provide Servicing in any of the following circumstances. In such circumstances, any services we carry out in respect of your NIBE Product will constitute One-Off Chargeable Call Out Services, for which you will be required to pay One-Off Charges:

(a) your NIBE Product:

- (i) is not accessible in accordance with our recommended installation coordinates;  
or
- (ii) has not been installed, operated and maintained in accordance with our instructions, manuals and technical documents; or
- (iii) is not situated in a domestic setting in the UK mainland and/or has not been used for domestic purposes; or
- (iv) has been modified or moved or relocated without our express consent (either within your property or to another property); or
- (v) has not been connected to a permanent and fixed power supply;

(b) you require repairs to your NIBE Product in respect of:

- (i) superficial damage which does not affect the performance of your NIBE Product;  
or
- (ii) damage caused by fire, flood, lightning, storms, power cuts, bad weather and any other loss or damage which would otherwise be covered by insurance (it is your responsibility to have adequate insurance in place in respect of your property); or

(c) the defect or fault in your NIBE Product arises from:

- (i) damage caused by misuse, neglect, accident, faulty installation, willful damage, accidental damage or any use of the NIBE Product other than for which it was designed; or
- (ii) a fault, failure or defect in the third party system (or the components of such third party system) in which the NIBE Product is installed, such as, by way of example: radiators, controls, underfloor heating, pipework, re-pressuring heating systems, secondary hot water pumps, hot water cylinders, ground loops requiring flushing, purging or repairing; or

- (iii) your energy usage (where we are unable to identify a manufacturing defect); or
  - (iv) the failure or intermittence of utility supplies on which the NIBE Product is dependent; or
  - (v) changes made to ensure your NIBE Product complies with applicable statutory or regulatory requirements; or
  - (vi) the system water quality is not compliant with Part L legislation and BS 7953 2019;
- (d) upon inspection by us, we find no defect or fault with the NIBE Product; or
- (e) you have made further use of your NIBE Product after submitting a claim to us under our Aftersales Terms or Service Plan Terms and we have advised you not to make any further use of your NIBE Product; or
- (f) you or a third party alters or repairs (or attempts to alter or repair) your NIBE Product without our prior written consent; or
- (g) in order to repair your NIBE Product, we would need to disassemble pipework other than that directly connected to your NIBE Product or the defective component of your NIBE Product.