

## **NIBE Heat Pump Monthly Service Plan Contract Terms and Conditions**

### **The Scope**

These terms govern NIBE Heat Pumps purchased from NIBE Energy Systems Limited and installed by an accredited NIBE trained installer on the UK mainland.

Please contact NIBE at [customer.services@nibe.co.uk](mailto:customer.services@nibe.co.uk) or 0330 311 2201 (8.30 - 5pm) if you are unsure as to whether your heat pump is covered by these terms before entering into a NIBE Monthly Service Plan Contract.

### **Who is covered**

- The owner of the NIBE item provided they have entered into a NIBE Monthly Service Plan Contract.
- The NIBE Monthly Service Plan Contract can be transferred to another owner of the NIBE item provided NIBE is informed in writing by the new owner within 28 days of the transfer.

### **What is covered**

- Parts and labour to repair any breakdown (subject to these Terms) up to a limit of £2000 during any annual period commencing from the start of your NIBE Monthly Service Plan Contract period (as set out in these Terms).
- Only one NIBE Monthly Service Plan Contract may be taken out for each NIBE item
- In the event a repair is not deemed economic by NIBE (against the purchase price of a replacement unit) NIBE will make a contribution up to the value of £2000 less the value of any claims made by you during the current warranty period.
- Please note the Exclusions under clause 3 of our Terms

### **Making a claim or requesting our service could not be easier:**

- Submit your claim online to [customer.services@nibe.co.uk](mailto:customer.services@nibe.co.uk)
- Alternatively contact our Service Department on 0330 311 2201 (open 8.30am to 5pm Mon - Fri, except public holidays)
- Please have your details and registration number handy

- All calls may be recorded to monitor and improve the quality of the service provided.

### **Extreme weather emergencies**

- Breakdowns always take priority over service calls.
- Servicing and service visits will **only** be carried out between April and September.
- Breakdowns resulting in a loss of heating and hot water in extreme weather conditions or affecting vulnerable people take precedent over other visits.

## **1. INTERPRETATION**

### **1.1 The definitions in this clause apply to these Terms:**

**Additional Charges:** the additional charges and rates applicable as varied from time in accordance with these terms as set out in your Order Confirmation which will be in addition to your fixed monthly payments.

**Exclusions:** the exclusions listed in Schedule 1.

**Force Majeure Event:** shall have the meaning given in clause 9.

**NIBE Monthly Services Plan Contract Period:** the period of cover for which you require NIBE to provide the Services on a monthly basis as set out in the Order Confirmation

**Order:** your order for the Services as set out in the Order Confirmation Form.

**Order Confirmation:** shall have the meaning set out in clause 2.5(b) and is our confirmation of your Order.

**Services:** the services that we are providing to you as set out in the Order Confirmation.

**Terms:** the terms and conditions set out in this document.

**We/us/our:** NIBE Energy Systems Limited. writing or written: includes faxes and e-mail.

### **1.2 Headings do not affect the interpretation of these Terms.**

## **2. BASIS OF SALE**

- (a) We consider these Terms, the Order Confirmation to set out the whole agreement between you and us for the supply of the Services during each

month of your NIBE Monthly Services Plan Contract Period. These Terms only apply to our contracts with consumers.

- (b) Please check that the details in these Terms and on the Order are complete and accurate before you commit yourself to the NIBE Monthly Service Plan Contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.
  - (c) Please ensure that you read and understand these Terms before you sign and submit the Order, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 2.5.
- 2.2 Any samples, drawings or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published solely to provide you with an approximate idea of the Services they describe. They do not form part of the NIBE Monthly Service Plan contract between you and us or any other contract between you and us for the supply of the Services.
- 2.3 If any of these Terms are inconsistent with any term of the Order, the Order Confirmation shall prevail.
- 2.4 The Order is an offer by you to enter into a binding contract with us, which we are free to accept by issuing you with an Order Confirmation or decline at our absolute discretion.
- 2.5 These Terms shall become binding on you and us when:
  - (a) we issue you with an Order Confirmation which is our written acceptance of an Order; or
  - (b) we notify you that we are able to provide the Services,

whichever is the earlier, at which point a NIBE Monthly Service Plan Contract shall come into existence between us.

- 2.6 Any quotation for the Services is given on the basis that a binding contract shall only come into existence in accordance with clause 2.5. A quotation from us shall be valid for a period of 14 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

- 2.7 We shall assign a number to your NIBE Monthly Service Contract Plan and inform you of it in the Order Confirmation. Please quote the order number in all subsequent correspondence with us relating to the contract.
- 2.8 Provided we have not commenced any of the Services you may at any time within 7 days of entering into a NIBE Monthly Service Plan Contract cancel your contract by providing us with written notice. If you cancel your contract under this clause 2.8, your liability to us shall be limited to payment to us of an administration fee to process your cancellation of £20 or such additional costs we reasonably incur in fulfilling the Order until we receive your cancellation. However, where the amendment or cancellation is due to our failure to comply with these Terms you shall have no liability to us for it.
- 2.9 We have the right to revise and amend these 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 changes in our system's capabilities.
- 2.10 We will endeavour to give you prior notice of any changes to these Terms and you can choose to cancel the contract at anytime in accordance with 7. clause before the new Terms affect you.

### **3. QUALITY AND EXCLUSIONS OF SERVICES**

- 3.1 Unless we are prevented from doing so by a Force Majeure Event or any of the Exclusions apply which entitle us to notify you that the Equipment does not qualify for repair, we will provide Services which:
- (a) conform in all material respects with their description;
  - (b) are carried out with reasonable care and skill;
  - (c) are fit for any purpose we say the Services are fit for, or for any purpose for which you use the Services and about which you have informed us, or we could reasonably expect you to use the Services;
  - (d) are free from material defects in design, material and workmanship; and
  - (e) comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.
- 3.2 This warranty is in addition to your legal rights in relation to Services which are not carried out with reasonable skill and care or which otherwise do not

conform with these Terms. Advice about your legal rights is available from your local Trading Standards office.

- 3.3 These Terms apply to any replacement Services we supply to you in the unlikely event that the original Services do not conform with these Terms.
- 3.4 You must provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with these Terms.
- 3.5 If you do not provide us with accurate information, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the NIBE Service Plan Contract by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.
- 3.6 We only supply the Services for NIBE items which are installed for domestic and private use and will not provide Services to any commercial organisation

or where a NIBE item is being used in NIBE's reasonable opinion for any commercial purpose.

#### **4. PROVISION OF AND CHANGES TO SERVICES**

- 4.1 We will supply the Services to you on a monthly basis from the start date set out in the NIBE Monthly Service Plan Contract. Unless otherwise stated the start date shall commence 30 days after the date of your Order Confirmation or payment of your first month's payment whichever is later.
- 4.2 The Services will be supplied from the date referred to in clause 4.1 on a monthly basis until either of us terminate this agreement in accordance with these Terms.
- 4.3 We will make every effort to complete the Services on time but there may be delays due to circumstances beyond our control. In this case we will complete the Services as soon as reasonably possible.
- 4.4 If you fail to contact NIBE to confirm/rearrange any scheduled appointment date within the duration of the NIBE Monthly Service Plan Contract, we reserve the right to not carry out a rescheduled visit free of charge. To help avoid this you are required to provide correct and current telephone contact numbers. If NIBE cannot attend a

scheduled appointment we will contact you as soon as is reasonably practical to inform you and re-arrange.

- 4.5 We may have to suspend the Services if we have to deal with technical problems, or to make improvements to the Service. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.
- 4.6 It is your responsibility to retain all records and receipts in support of the validity of a claim.
- 4.7 We reserve the right to amend the services and charge for call-outs where the breakdown or fault is as a consequence of your failure to maintain, use or correctly install the equipment.
- 4.8 NIBE engineers carry a fully stocked van of spares, tools and equipment to affect repairs on site. However, if our engineer cannot rectify the repair on site we will contact you to arrange a further mutually convenient appointment.
- 4.9 NIBE reserve the right during busy periods to utilise trained service partners to carry out service and repairs
- 4.10 The welfare of NIBE Engineers and Service Partners is very important and NIBE reserve the right to abort any visit and ultimately cancel any plan where their safety is compromised. If in the personnel's reasonable opinion at the time of the visit such personnel considers the welfare and safety of NIBE personnel and service partners is being compromised or at risk you will be notified and if nothing is done to make the situation better for the personnel and the risk still applies then our personnel may leave the site
- 4.11 NIBE Engineers use medium wheel based, high roof commercial vehicles and must be able to park at a practical distance to the property to enable them to transport parts and tools alike. It is your responsibility to ensure access and parking is available at the agreed visit time. Should our personnel need to reschedule as a consequence of not having suitable access Additional Charges may apply

## **5. DEFECTIVE SERVICES**

5.1 In the unlikely event that the Services do not conform with these Terms, please let us know as soon as possible after we have carried them out. We will:

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

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

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1 The copyright, design right 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 Services will belong to us absolutely.

## **7. PRICE, PAYMENT AND ADDITIONAL CHARGES**

7.1 From time to time the price of our Services (and the rates of any Additional Charges, if applicable) will be as set out in the NIBE Monthly Services Contract Plan brochure we provided to you or on our website. The prices affecting your contract will be those listed in force at the time we send you the Order Confirmation and such prices may only be varied in accordance with these terms and conditions.

7.2 Please note Additional Charges may apply in the following circumstances:

- (a) Where a NIBE engineer is requested and attends the Customer's premises to find that the fault is due to one of the Exclusions set out in the Schedule
- (b) Where clauses 4.4, 4.7, 4.10 and 4.11 apply

7.3 Where it is possible we will notify you in advance if any Additional Charges will apply before commencing any of the work which may incur Additional Charges. If it is not possible to notify you in advance or incurring such Additional Charges is necessary to avoid further damage or in cases of emergency then you shall be liable for payment of such charges in accordance with these terms and conditions.

7.4 The price or terms of the NIBE Monthly Service Contract Plan may vary on a month by month basis and NIBE shall notify you of any changes at least 30 days prior to such change and you may cancel at any time within 14 days of receiving such notice and your direct debit payments shall be terminated

within 7 days of NIBE having received such notice. It is your responsibility to ensure NIBE receives your cancellation notice as NIBE shall not be liable to refund any payments taken as a consequence of your delay in cancellation.

- 7.5 These prices include VAT. However, if the rate of VAT changes at anytime during a Monthly NIBE Service Contract Plan, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 7.6 We will invoice you for the Services from the start date followed by equal payments monthly in advance on the payment date (Payment Date) for each month you require our Services to continue. On each invoice for the month you continue to require our Service we will quote the NIBE Monthly Service Contract Plan reference number. You must pay the invoice in cleared monies on each Payment Date.
- 7.7 If you do not make any payment due to us by the due date for payment as set out in clause 7.6), we may charge interest to you on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.
- 7.8 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of the Services under your NIBE Service Plan Contract until you have paid the outstanding amounts.
- 7.9 clause 7.7 and clause 7.8 shall not apply for the period of the dispute if we consider your dispute as to the payment owing is raised in good faith and you let us know promptly after you have received the invoice that you dispute it.

## **8. LIMITATION OF LIABILITY**

- 8.1 Subject to clause 8.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Terms at the time we entered into this contract with one another.



8.2 We only supply the Services for domestic and private use. You agree not to use the Services 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.

8.3 If we are providing the Services in your property, we will make good any damage caused by us in the course of installation or 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 Services.

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

- (a) death or personal injury caused by our negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) 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
- (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability.

## **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 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:

- (a) strikes, lock-outs or other industrial action; or
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- (e) impossibility of the use of public or private telecommunications networks.

9.3 Our obligations under these 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 Terms can be performed despite the Force Majeure Event.

## **10. TERMINATION**

10.1 Under a Monthly NIBE Service Plan Contract either of us may terminate the arrangement between us at any time by providing the other party with 30 calendar days' prior notice in writing.

10.2 Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms

## **11. ASSIGNMENT**

11.1 Unless you transfer ownership of the NIBE product registered in your name in the NIBE Monthly Service Plan Contract you may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably.

11.2 Should decide to transfer the NIBE product referred to in clause 11.1 the new owner may notify us within 28 days of the transfer date and we have approved such transfer we shall continue to provide the Services to the new owner

11.3 We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

## **12. NOTICES**

All notices sent by you to us must be sent 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**. We may give notice to you at either the e-mail or postal address you provide to us in your Order. 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.

### **13. DATA PROTECTION**

13.1 We (and our accredited suppliers) will only use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.

13.2 Other than for the purposes as set out in this clause 13 we will not pass your data to third parties.

13.3 You acknowledge and agree that we may pass your details to credit reference agencies.

### **14. GENERAL**

14.1 If any court or competent authority decides that any of the provisions of these 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.

14.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these 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 Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

14.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

14.4 These Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts.

14.5 We do not accept orders from addresses outside mainland UK so this excludes the Channel Islands, Isle of Man and Ireland. Please check with NIBE if you think you may not be covered before you enter into a NIBE Monthly Service Plan Contract.

## Schedule 1

### Exclusions

A. To ensure your Equipment qualifies for repair under your Service Plan it must be:

- In useable and working condition and not subjected to any damage, accidental or malicious
- Unmodified
- Accessible in accordance with our recommended installation coordinates
- Installed and commissioned by a competent person.
- Installed, operated and maintained in line with NIBE instructions and technical documents.
- Situated and used in a domestic application only on the UK Mainland.
- Are in their 7<sup>th</sup> year of installation or 8<sup>th</sup> year of manufacture.
- B. Repairs shall not be authorised or carried out for:
- Superficial Damage which does not affect the performance of the unit
- Any 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)

C. We shall not be liable for any failures or damage to Equipment caused by utility supplies which fail or are intermittent. These are mainly electricity and water supplies.

D. You are liable for the cost of attendance and repairs if no fault is found with the Equipment.