

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

Please read these FlexiServ Terms carefully.

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

- 1.1 These FlexiServ Terms set out the guarantee and other forms of support we will provide to you in respect of NIBE Heat Pumps (as defined below) on the UK mainland.
- 1.2 To be entitled to enforce these FlexiServ Terms, you must:
  - 1.2.1 be the person who purchased the NIBE Heat Pump; or
  - 1.2.2 be a third party to whom ownership of the NIBE Heat Pump has been transferred, provided that such third party has informed us in writing within 28 days of taking ownership of the NIBE Heat Pump and we have agreed to provide FlexiServ Services to such third party in accordance with clause 16.1.2; and
  - 1.2.3 have entered into a FlexiServ Contract subject to these FlexiServ Terms.
- 1.3 If you have any questions about these FlexiServ Terms (including whether you are covered by these FlexiServ Terms), please contact us via email at [customer.services@nibe.co.uk](mailto:customer.services@nibe.co.uk) or via telephone on 0330 311 2201 during Business Hours (as defined below).
- 1.4 You can only enter into one FlexiServ Contract for each NIBE Heat Pump. Should there be more than one NIBE Heat Pump, operating in a cascade type system or for a different area of an address, then a separate FlexiServ Contract will be required however discounted rates may apply. Please contact us via email at [customer.services@nibe.co.uk](mailto:customer.services@nibe.co.uk) or via telephone on 0330 311 2201 during Business Hours (as defined below) for further information.

### 2. DEFINITIONS

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

**Business Hours:** 08:30 – 17:00 Monday to Thursday and 08:30 – 16:00 Friday (excluding bank holidays);

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

**Force Majeure Event:** has the meaning given in clause 14.1;

**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 Heat Pump:** a product which is subject to these FlexiServ Terms;

**Order:** your order for FlexiServ in accordance with clause 6.1;

**Order Confirmation:** our confirmation and acceptance of your Order, in accordance with clause 6;

**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 additional services provided by us outside of the FlexiServ Services, as set out in our OCCO Terms [here](#).

**Pre-Conditions:** has the meaning given in clause 5;

**Approved Partners:** our trained repair, maintenance & service partners, details of which can be found by contacting our Customer Services Team via email at [customer.services@nibe.co.uk](mailto:customer.services@nibe.co.uk) or via telephone on 0330 311 2201 during Business Hours or as detailed [here](#) subject to change and expansion;

**FlexiServ Charges:** the monthly charges for FlexiServ, as set out in the Order Confirmation;

**FlexiServ Commencement Date:** the date from which we will begin to provide FlexiServ to you, being ninety (90) days after our receipt of your first payment of the FlexiServ Charges, as set out in the Order Confirmation;

**FlexiServ Contract:** a contract between you and us for the provision of FlexiServ, as agreed in accordance with clause 6 and subject to these FlexiServ Terms;

**FlexiServ Services:** the services provided by us to you in respect of your NIBE Heat Pump under a FlexiServ Contract, as set out in these FlexiServ Terms and, more specifically, clause 3.2;

**FlexiServ Period:** a period of twelve (12) months (or such shorter period if the FlexiServ Contract is terminated earlier) commencing from the FlexiServ Commencement Date and/or each anniversary of the FlexiServ Commencement Date;

**Servicing:** the annual servicing of your NIBE Heat Pump.

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

**Warranty:** the NIBE Heat Pump product warranty as set out in our Standard Warranty Terms and Conditions [here](#).

## 3. OUR COMMITMENT TO YOU

3.1 Subject to the Pre-Conditions, any Exclusions and these FlexiServ Terms, from the FlexiServ Commencement Date and for the duration of the FlexiServ Period, we warrant that the NIBE Heat Pump shall:

3.1.1 conform in all material respects with their description;

3.1.2 be free from material defects in design, material and workmanship; and

3.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);

3.1.4 be fit for any purpose held out by us; and

3.1.5 comply with all applicable statutory and regulatory requirements.

3.2 Subject to the Pre-Conditions, any Exclusions and these FlexiServ Terms, we shall provide the following (collectively the **FlexiServ Services**):

3.2.1 Servicing;

3.2.2 if a fault is diagnosed with any parts of your NIBE Heat Pump when we attend your property in accordance with clause 4.2, recommendations of our Approved Partners that may carry out any required remedial actions detailed in the comprehensive report produced by us as part of the Servicing.

3.3 If, in our reasonable opinion, we do not consider it to be economically viable, following consideration in good faith, to provide the FlexiServ Services (by way of example only, if upon inspection of the NIBE Heat Pump we find that a key component of the NIBE Heat Pump is unsafe or beyond repair), we may terminate your FlexiServ Contract on 14 days written notice to you and will refund you for any FlexiServ Charges you have paid to us during the Servicing Contract Period, subject to the deduction of our reasonable costs in providing the FlexiServ Services, until the date of termination in accordance with this clause 3.3.

3.4 The FlexiServ Services are provided in addition to your legal rights under the Consumer Rights Act 2015 in relation to non-conforming goods and services. Advice about your legal rights is available from your local Trading Standards office.

3.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from these FlexiServ Terms.

## 4. SERVICING

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

4.2 We will arrange a suitable time with you for us to attend your property and carry out the Servicing in respect of your NIBE Heat Pump.

4.3 The nature and extent of the Servicing will depend on the type of your NIBE Heat Pump. By way of example only:

4.3.1 in respect of air source, ground source and exhaust air NIBE Heat Pumps, we will inspect:

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

4.3.2 in respect of air source NIBE Heat Pumps, we will inspect:

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

4.3.3 in respect of ground source NIBE Heat Pumps, we will inspect 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;

4.3.4 in respect of exhaust air heat pumps, we will inspect:

- (a) unvented hot water cylinder safety controls;
- (b) ventilation system air flow rates; and
- (c) air and heating system filters.

## 5. **LIMITATIONS**

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

5.1.1 the NIBE Heat Pump has been installed and commissioned by an Installer;

5.1.2 You have provided us (or promptly provide us upon request) with any information we may require in order to provide the FlexiServ Services, including but not limited to:

- (a) the serial number of the NIBE Heat Pump;
- (b) the date on which the NIBE Heat Pump was installed;
- (c) your name, address and contact details; and
- (d) a description of any faults with your NIBE Heat Pump; and

5.1.3 the NIBE Heat Pump 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 Heat Pump 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.

5.2 We shall not be liable to provide the FlexiServ Services where any of the Exclusions apply.

5.3 These FlexiServ Terms shall apply to any repaired or replacement NIBE Heat Pumps, provided that we will only provide the FlexiServ Services in respect of any repaired or replacement NIBE Heat Pumps for the remainder of the FlexiServ Period.

## 6. **HOW TO ORDER FLEXISERV SERVICING PLAN SERVICES**

6.1 At any time, you may submit an Order to us for FlexiServ Services.

6.2 Please check that the details in your Order are complete and accurate before you submit your Order and commit yourself to a FlexiServ 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.

6.3 Please ensure that you read and understand these FlexiServ Terms before you sign and submit the Order, because you will be bound by the FlexiServ Terms once a FlexiServ Contract comes into existence between us, in accordance with clause 6.5.

6.4 The Order is an offer by you to enter into a binding contract with us subject to these FlexiServ Terms, which we are free to accept or decline at our absolute discretion.

6.5 These FlexiServ Terms shall become binding on you and us when:

6.5.1 we issue you with an Order Confirmation which is our written acceptance of an Order;

6.5.2 we notify you that we are able to provide the FlexiServ Services; and

at which point a FlexiServ Contract shall come into existence between us. However, please note that we will not be required to provide FlexiServ Services to you until ninety (90) days have elapsed after our receipt of your first payment of the FlexiServ Charges.

6.6 These FlexiServ Terms, together with the Order Confirmation, shall set out the whole agreement between you and us for the supply of the FlexiServ Services during each FlexiServ Period. These FlexiServ Terms only apply between us and our consumer customers.

6.7 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 FlexiServ Services they describe. They do not form part of the FlexiServ Contract between you and us or any other contract between you and us for the supply of the FlexiServ Services.

6.8 If any of these FlexiServ Terms are inconsistent with any term of the Order Confirmation, the Order Confirmation shall prevail.

6.9 Any quotation for the FlexiServ Services is given on the basis that a binding FlexiServ Contract shall only come into existence in accordance with clause 6.5. A quotation from us shall be valid for a period of fourteen (14) calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

6.10 We shall assign a registration number to your FlexiServ Contract and inform you of it in the Order Confirmation. Please quote the registration number in all subsequent correspondence with us relating to the FlexiServ Contract.

## 7. **PROVISION OF FLEXISERV SERVICES**

7.1 We will supply the FlexiServ Services to you on a monthly basis from the FlexiServ Commencement Date.

7.2 The FlexiServ Services will be supplied from the FlexiServ Commencement Date. Unless otherwise cancelled by either of us in accordance with these FlexiServ Terms, the FlexiServ Contract shall continue for the initial FlexiServ Period and shall automatically extend for subsequent FlexiServ Periods at the end of the initial FlexiServ Period and at the end of each subsequent FlexiServ Period.

7.3 We will provide FlexiServ Services which:

7.3.1 conform in all material respects with their description;

7.3.2 are carried out with reasonable care and skill;

- 7.3.3 are fit for any purpose we say the FlexiServ Services are fit for, or for any purpose for which you use the FlexiServ Services and about which you have informed us in writing, or we could reasonably expect you to use the FlexiServ Services;
  - 7.3.4 are free from material defects in design, material and workmanship; and
  - 7.3.5 comply with all applicable statutory and regulatory requirements for supplying the FlexiServ Services.
- 7.4 We will make every effort to complete the FlexiServ Services promptly but there may be delays:
- 7.4.1 due to a Force Majeure Event or other circumstances beyond our control;
  - 7.4.2 where we are prioritising the breakdown, under Warranty, of another NIBE Heat Pump which is resulting in a loss of heating and hot water in extreme weather conditions or affecting vulnerable people.
- 7.5 In such circumstances as described in clause 7.4, we will contact you as soon as possible to let you know about any delay, take steps to minimise the effect of the delay and complete the FlexiServ Services as soon as reasonably possible. Provided we do this, we will not be liable for delays caused by any of the circumstances described in clause 7.4.
- 7.6 If we cannot attend a scheduled appointment to provide FlexiServ Services for any reason, we will contact you as soon as is reasonably practical to inform you and re-arrange.
- 7.7 If no one is available at your address to allow us access to your property in order for us to perform the FlexiServ Services, we will leave you a note informing you of how to rearrange any scheduled appointment date.
- 7.8 If you do not:
- 7.8.1 allow us access to your property to perform the FlexiServ Services as arranged (and you do not have a good reason for this); and/or
  - 7.8.2 contact us to confirm/rearrange any scheduled appointment date within a reasonable period of time,
- we may charge you One-Off Charges incurred by us as a result.
- 7.9 We may have to suspend the FlexiServ Services if we have to deal with technical problems, or to make improvements to the FlexiServ Services. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.
- 7.10 It is your responsibility to retain all records and receipts in support of the validity of a claim under your Warranty.

- 7.11 We reserve the right to amend the FlexiServ Services and charge One-Off Charges for call-outs which fall under an Exclusion or where the defect is as a consequence of your failure to maintain, use or correctly install the NIBE Heat Pump.
- 7.12 We reserve the right during busy periods to utilise Approved Partners to carry out Servicing.
- 7.13 The welfare of our engineers and Approved Partners is very important and we reserve the right to abort any visit and ultimately cancel any appointment where their safety is compromised. If, in their reasonable opinion at the time of their visit, our or our service partner's personnel consider that their welfare and safety 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 or our service partner's personnel may leave the site and One-Off Charges may apply.
- 7.14 Our engineers use medium wheel based, high roof commercial vehicles and must be able to park at a practical distance to your property to enable them to transport relevant equipment. 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, One-Off Charges may apply.

## 8. **FLEXISERV CHARGES AND PAYMENT**

- 8.1 The FlexiServ Charges for our FlexiServ Services will be as set out in the FlexiServ Contract brochure we provided to you or on our website. The FlexiServ Charges affecting your FlexiServ Contract will be those listed in force at the time we send you the Order Confirmation and such FlexiServ Charges may only be varied in accordance with these Terms.
- 8.2 The FlexiServ Charges may vary on a month by month basis and we shall notify you of any changes at least thirty (30) days prior to such change. You may cancel at any time within fourteen (14) days of receiving such notice and your direct debit payments shall be terminated within seven (7) days of us having received such notice. It is your responsibility to ensure we receive your cancellation notice as we shall not be liable to refund any payments taken as a consequence of your delay in cancellation.
- 8.3 The FlexiServ Charges include VAT. However, if the rate of VAT changes at any time during your Servicing Contract, we will adjust the VAT you pay, unless you have already paid for the FlexiServ Services in full before the change in the rate of VAT takes effect.
- 8.4 You will pay the FlexiServ Charges for the FlexiServ Services on a monthly basis via direct debit, with the first payment falling due on the date specified in the Order Confirmation, and subsequent payments falling due on a monthly basis thereafter.
- 8.5 If you do not make any payment due to us by the due date for payment as set out in clause 8.4, 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.

- 8.6 If you cancel your FlexiServ Contract and do not re-instate the direct debit and pay any outstanding balance on your account with us, we reserve the right to charge you for any outstanding balance amount due if a FlexiServ Service has been provided during the FlexiServ Period.
- 8.7 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 FlexiServ Services until you have paid the outstanding amounts.
- 8.8 Clauses 8.5 and 8.7 shall not apply for any period where you dispute, in good faith, any FlexiServ Charges payable by you under the FlexiServ Contract and you let us know promptly that you dispute such FlexiServ Charges.

## 9. DEFECTIVE SERVICES

- 9.1 In the unlikely event that the FlexiServ Services do not conform with these FlexiServ Terms:
  - 9.1.1 please let us know as soon as possible after we have carried them out; and
  - 9.1.2 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 FlexiServ Charges, depending on what is reasonable; or
    - (b) re-perform the FlexiServ Services.
- 9.2 These FlexiServ Terms will apply to any re-performed FlexiServ Services we supply to you in accordance with clause 9.1.2(b).
- 9.3 If you are still unhappy with the quality of the FlexiServ Services that we have provided to you, you may:
  - 9.3.1 exercise any of your rights under the Consumer Rights Act 2015; and
  - 9.3.2 exercise your right to cancel your FlexiServ Contract in accordance with clause 12.

## 10. **INTELLECTUAL PROPERTY RIGHTS**

10.1 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 FlexiServ Services will belong to us absolutely.

## 11. **LIMITATION OF LIABILITY**

11.1 Subject to clause 11.2, if either of us fails to comply with these FlexiServ 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 FlexiServ Terms at the FlexiServ Commencement Date.

11.2 You agree not to use the FlexiServ 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.

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

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

11.4.1 death or personal injury caused by our negligence; or

11.4.2 fraud or fraudulent misrepresentation; or

11.4.3 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

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

## 12. **CANCELLATION / TERMINATION OF FLEXISERV CONTRACT**

12.1 Provided we have not commenced any of the FlexiServ Services you may, at any time within fourteen (14) days after the day of entering into a FlexiServ Contract, cancel your contract and receive a full refund of any FlexiServ Charges you have paid to us by providing us with written notice.

12.2 Where we have commenced the FlexiServ Services and/or where the fourteen (14) day cancellation period referred to in clause 12.1 has expired, you may still cancel your contract by providing us with thirty (30) calendar days' prior notice in writing, in which case you will receive a full refund of any FlexiServ Charges you have paid to us, provided that we may deduct from this amount the costs we have reasonably incurred in providing the FlexiServ Services prior to receipt of your notice of cancellation.

- 12.3 You may, at any time on written notice, cancel your contract where:
- 12.3.1 we have failed to comply with these FlexiServ Terms; or
  - 12.3.2 we have told you about an error in the price or description of the FlexiServ Services and you do not wish to proceed with the FlexiServ Contract; or
  - 12.3.3 you otherwise have a legal right to cancel the contract,

in which case you shall receive a full refund of any FlexiServ Charges you have paid to us in respect of FlexiServ Services which have not been provided to you.

- 12.4 We may cancel your FlexiServ Contract at any time by providing you with thirty (30) calendar days' prior notice in writing, in which case you shall receive a full refund of any FlexiServ Charges you have paid to us in respect of FlexiServ Services which have not been provided to you.

- 12.5 We may end the FlexiServ Contract at any time by providing you with written notice if:

- 12.5.1 you do not make any payment to us when it is due and you still do not make payment within seven (7) days of us reminding you that payment is due;
- 12.5.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the FlexiServ Services;
- 12.5.3 you do not, within a reasonable time, allow us to perform the FlexiServ to; or
- 12.5.4 you do not, within a reasonable time, allow us access to your property to perform the FlexiServ Services.

- 12.6 If we end the FlexiServ Contract in the situations set out in clause 12.5, we will refund any FlexiServ Charges you have paid in advance for FlexiServ Services we have not provided, but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the FlexiServ Contract.

- 12.7 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 FlexiServ Terms.

## 13. **CHANGES TO THESE FLEXISERV TERMS**

- 13.1 We have the right to revise and amend these FlexiServ 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.

- 13.2 We will endeavour to give you prior notice of any changes to these FlexiServ Terms and if you are unhappy with such changes you can choose to cancel the FlexiServ Contract

within fourteen (14) days of receiving such notice. Any direct debit payments which you may be paying for FlexiServ Services shall be terminated within seven (7) days of us having received your cancellation notice and you shall receive a refund of any FlexiServ Charges you have paid to us in respect of FlexiServ Services which have not been provided to you. It is your responsibility to ensure we receive your cancellation notice as we shall not be liable to refund any payments taken as a consequence of your delay in cancellation.

## 14. EVENTS OUTSIDE OUR CONTROL

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these FlexiServ Terms that is caused by events outside our reasonable control (**Force Majeure Event**).

14.2 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:

14.2.1 strikes, lock-outs or other industrial action; or

14.2.2 epidemic or pandemic (including but not limited to COVID-19);

14.2.3 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or

14.2.4 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or

14.2.5 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or

14.2.6 impossibility of the use of public or private telecommunications networks.

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

## 15. DATA PROTECTION

15.1 We (and our accredited suppliers) will only use the personal information you provide to us:

15.1.1 to provide the FlexiServ Services;

15.1.2 to inform you about similar services which we provide, unless you tell us that you do not want to receive this information; and

15.1.3 otherwise in accordance with our Privacy Policy (available [here](#))

15.2 Any calls you make to us may be recorded to monitor and improve the quality of the FlexiServ Services we provide to you.

15.3 Other than for the purposes as set out in this clause 15 we will not pass your data to or share your data with third parties.

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

## 16. GENERAL TERMS

### 16.1 Assignment.

16.1.1 Unless you transfer ownership of the NIBE Heat Pump registered in your name in accordance with clause 16.1.2 below, you may not transfer any of your rights or obligations under these FlexiServ Terms to another person.

16.1.2 Should you decide to transfer ownership in your NIBE Heat Pump, 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) with acceptance of these Terms & Conditions and a new Direct Debit mandate form completed prior to us being required to continue to provide the FlexiServ Services to the new owner.

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

### 16.2 Notices.

16.2.1 If you have any questions about these FlexiServ Terms (including whether you are covered by these FlexiServ Terms), please contact us using the details set out in clause 1.3.

16.2.2 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 business hours after an e-mail is sent or three business 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.

- 16.3 Severance.** If any court or competent authority decides that any of the provisions of these FlexiServ Servicing Plan 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.
- 16.4 Waiver.** If we fail, at any time while these FlexiServ Terms are in force, to insist that you perform any of your obligations under these FlexiServ Terms, or if we do not exercise any of our rights or remedies under these FlexiServ 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 FlexiServ Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 16.5 Third Party Rights.** A person who is not party to these FlexiServ Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 16.6 Governing Law & Jurisdiction.** These FlexiServ 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 FlexiServ Services in any of the following circumstances. In such circumstances, any FlexiServ Services we carry out in respect of your NIBE Heat Pump will constitute One-Off Chargeable Call Out Services, for which you will be required to pay One-Off Charges:

(a) your NIBE Heat Pump:

- (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 Heat Pump in respect of:

- (i) superficial damage which does not affect the performance of your NIBE Heat Pump; 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) any defects or faults in your NIBE Heat Pump arises from:

- (i) damage caused by misuse, neglect, accident, faulty installation, willful damage, accidental damage or any use of the NIBE Heat Pump 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 Heat Pump 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 Heat Pump is dependent; or
  - (v) changes made to ensure your NIBE Heat Pump 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) you or a third party alters or repairs (or attempts to alter or repair) your NIBE Heat Pump without our prior written consent.