

## NIBE UK One-Off Chargeable Call Out Terms and Conditions ("OCCO Terms")

Please read these OCCO Terms carefully.

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

- 1.1 These OCCO Terms set out the forms of support we will provide to you in respect of NIBE Products installed by an Installer on the UK mainland when they are, for whatever reason, not covered by our Aftersales Terms or Servicing Plan Terms.
- 1.2 To be entitled to enforce these OCCO 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 One-Off Chargeable Call Out Services to such third party.

### 2. DEFINITIONS

- 2.1 In these OCCO 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 the Warranty Services as set out [here](#).

**Exclusions:** those circumstances, as specified in Schedule 1, where One-Off Charges become payable regardless of whether or not you are within your Warranty Period or have a Servicing Plan Contract in place with us.

**Force Majeure Event:** has the meaning given in clause 10.2;

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

**Investigation and Diagnosis Fee:** the fee which may be payable by you for some One-Off Chargeable Call Out Services, as specified in more detail in clause 3.

**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 OCCO Terms;

**One-Off Charges:** any additional charges which may be payable by you for One-Off Chargeable Call Out Services, as set out in these OCCO Terms;

**One-Off Chargeable Call Out Services:** any repair services provided by us under these OCCO Terms;

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

**Servicing:** the annual servicing of your NIBE Product.

**Warranty Period:** unless another period is agreed in writing between you and the Installer, the fixed period of:

(a) twenty four (24) months from the date of installation of the NIBE Product; or

(b) thirty three (33) months from the date of manufacture of the NIBE Product,

whichever is due to expire first, during which Warranty Services will be provided in respect of your NIBE Product;

**Warranty Services:** the services provided by us to you in respect of your NIBE Product during the Warranty Period, as set out in our Aftersales Terms.

### 3. **ONE-OFF CHARGEABLE CALL OUT SERVICES**

#### 3.1 Where:

3.1.1 the Warranty Period has expired and you are not party to a Servicing Plan Contract with us; or

3.1.2 your NIBE Product is not under any form of warranty or servicing plan with us;

3.1.3 an Exclusion applies; or

3.1.4 a Pre-Condition has not been satisfied; or

3.1.5 the Aftersales Terms or Servicing Plan Terms to which you may be subject otherwise specify that One-Off Charges may apply,

and you request that we carry out repairs to your NIBE Product (either in writing or over the phone), we will provide you with One-Off Chargeable Call Out Services, subject to your payment of any applicable One-Off Charges.

3.2 Where possible, we will notify you in advance if any One-Off Charges will apply before commencing any One-Off Chargeable Call Out Services or any other work which may incur One-Off Charges. If it is not possible to notify you in advance or incurring such One-Off Charges is necessary to avoid further damage or in cases of emergency, then you shall still be liable for payment of such One-Off Charges in accordance with these OCCO Terms.

3.3 The One-Off Charges cover the cost of parts and labour to repair your NIBE Products. You will also be required to pay us, in addition to the One-Off Charges, the cost of any refrigeration parts (and associated labour) and the following items:

3.3.1 Brine pumps on F1330 40-60kW and F1345 40-60kW;

- 3.3.2 NIBE PLEX heat exchangers;
  - 3.3.3 NIBE hot water cylinders (but excluding some ancillary components such as safety valves);
  - 3.3.4 Buffer tanks;
  - 3.3.5 NIBE ELK electric boilers;
  - 3.3.6 NIBE MVHR systems;
  - 3.3.7 NIBE Solar Thermal, PV or PVT systems; and
  - 3.3.8 Immersion heater replacements on the following NIBE cylinders:
    - (a) VPA 450/300;
    - (b) VPAS 300/450; and
    - (c) VPB 500, 750,1000.
- 3.4 If a defect or fault in your NIBE Product which we repair as part of any One-Off Chargeable Call Out Services reoccurs:
- 3.4.1 up to ninety (90) days after the date that we provide such One-Off Chargeable Call Out Services, then, subject to you notifying us in writing within such ninety (90) days and provided an Exclusion does not apply, we will re-attend your property free of charge to re-provide such One-Off Chargeable Call Out Services and you will not be required to pay One-Off Charges in respect of labour and we shall supply any parts free of charge;
  - 3.4.2 after ninety (90) days but no more than twelve (12) months after the date we provide such One-Off Chargeable Call Out Services, then, subject to you notifying us in writing within such twelve (12) month period and provided an Exclusion does not apply, we will re-attend your property to re-provide such One-Off Chargeable Call Out Services and, provided that you will be required to pay One-Off Charges in respect of labour, we shall supply any parts free of charge; and
  - 3.4.3 after twelve (12) months of the date we provide such One-Off Chargeable Call Out Services, then provided an Exclusion does not apply, we will re-attend your property to provide One-Off Chargeable Call Out Services, subject to your payment of any relevant One-Off Charges for parts and labour and/or an Investigation and Diagnosis Fee.
  - 3.4.4 If a different defect or fault arises in respect of your NIBE Product from the initial defect or fault in relation to which we provided One-Off Chargeable Call Out

Services, then provided an Exclusion does not apply, we will attend your property to provide One-Off Chargeable Call Out Services, subject to your payment of the relevant One-Off Charges prior to our attendance at your property.

- 3.5 If you wish to enter into a Servicing Plan Contract as part of receiving One-Off Chargeable Call Out Services, please notify us in writing when you request One-Off Chargeable Call Out Services from us. In such circumstances, we will adjust the One-Off Charges payable by you.
- 3.6 We will invoice you for any One-Off Charges and any applicable Investigation and Diagnosis Fee at any time after you have requested us to provide One-Off Chargeable Call Out Services.
- 3.7 You shall pay any One-Off Charges (including any applicable Investigation and Diagnosis Fee) 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 One-Off Chargeable Call Out Services.

#### 4. **LIMITATIONS**

- 4.1 We shall only be liable to provide the One-Off Chargeable Call-Out Services 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 Servicing has been carried out on the NIBE Product within the twelve (12) months immediately prior to you requiring us to carry out repairs to your NIBE Product under clause 3.1;
  - 4.1.3 you have provided us (or promptly provide us upon request) with any information we may require in order to provide the One-Off Chargeable Call Out Services, 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 the fault with your NIBE Product; and
  - 4.1.4 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
  - 4.1.5 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 One-Off Chargeable Call Out Services.

4.2 Where, in providing the One-Off Chargeable Call Out Services, we remove all or a part of a NIBE Product, ownership in and all rights consisting in such NIBE Product (or part thereof) shall vest in us.

## 5. **PROVISION OF ONE-OFF CHARGEABLE CALL OUT SERVICES**

5.1 We will provide One-Off Chargeable Call Out Services which:

5.1.1 conform in all material respects with their description;

5.1.2 are carried out with reasonable care and skill;

5.1.3 are fit for any purpose we say the One-Off Chargeable Call Out Services are fit for, or for any purpose for which you use the One-Off Chargeable Call Out Services and about which you have informed us in writing, or we could reasonably expect you to use the One-Off Chargeable Call Out Services;

5.1.4 are free from material defects in design, material and workmanship; and

5.1.5 comply with all applicable statutory and regulatory requirements for supplying the One-Off Chargeable Call Out Services.

5.2 We will make every effort to complete the One-Off Chargeable Call Out Services promptly but there may be delays:

5.2.1 due to a Force Majeure Event or other circumstances beyond our control;

5.2.2 where we are prioritising the breakdown of another NIBE Product which is resulting in a loss of heating and hot water in extreme weather conditions or affecting vulnerable people.

5.3 In such circumstances as described in clause 5.1, 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 One-Off Chargeable Call Out 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 5.1.

5.4 If we cannot attend a scheduled appointment to provide One-Off Chargeable Call Out Services for any reason, we will contact you as soon as is reasonably practical to inform you and re-arrange.

5.5 If no one is available at your address to allow us access to your property in order for us to perform the One-Off Chargeable Call Out Services, we will leave you a note informing you of how to rearrange any scheduled appointment date.

5.6 If you do not:

5.6.1 allow us access to your property to perform the One-Off Chargeable Call Out Services as arranged (and you do not have a good reason for this); and/or

5.6.2 contact us to confirm/rearrange any scheduled appointment date within a reasonable period of time,

we may still charge you One-Off Charges incurred by us as a result.

- 5.7 We may have to suspend the One-Off Chargeable Call Out Services if we have to deal with technical problems, or to make improvements to the One-Off Chargeable Call Out Services. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.
- 5.8 We reserve the right to amend the One-Off Chargeable Call Out Services and charge additional One-Off Charges for call-outs where the defect is as a consequence of your failure to maintain, use or correctly install the NIBE Product.
- 5.9 Our engineers carry a fully stocked van of spares, tools and equipment to effect repairs on site. However, if our engineer cannot rectify any defect on site, we will contact you to arrange a further mutually convenient appointment.
- 5.10 We reserve the right during busy periods to utilise trained service partners to carry out services and repairs.
- 5.11 The welfare of our engineers and service 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 additional One-Off Charges may apply.
- 5.12 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 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 One-Off Charges may apply.

## 6. DEFECTIVE SERVICES

- 6.1 In the unlikely event that the One-Off Chargeable Call Out Services do not conform with these OCCO Terms:
  - 6.1.1 please let us know as soon as possible after we have carried them out; and
  - 6.1.2 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 re-perform the One-Off Chargeable Call Out Services.
- 6.2 These OCCO Terms will apply to any replacement One-Off Chargeable Call Out Services we supply to you, to the extent set out in clauses 3.4 and 3.5.
- 6.3 If you are still unhappy with quality of the One-Off Chargeable Call Out Services that we have provided to you, you may exercise any of your rights under the Consumer Rights Act 2015.

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 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 One-Off Chargeable Call Out Services will belong to us absolutely.

## 8. LIMITATION OF LIABILITY

- 8.1 Subject to clause 8.2, if either of us fails to comply with these OCCO Terms, neither of us shall be responsible for any losses that the other suffers as a result.
- 8.2 You agree not to use the One-Off Chargeable Call Out 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 One-Off Chargeable Call Out 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 One-Off Chargeable Call Out Services.
- 8.4 This clause does not exclude or limit in any way our liability for:
- 8.4.1 death or personal injury caused by our negligence; or
  - 8.4.2 fraud or fraudulent misrepresentation; or
  - 8.4.3 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
  - 8.4.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability.

## 9. CHANGES TO THESE OCCO TERMS

- 9.1 We have the right to revise and amend these OCCO 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.
- 9.2 We will endeavor to give you prior notice of any changes to these OCCO Terms and if you are unhappy with such changes you can choose to cancel the contract within 14 days of receiving such notice.

## 10. EVENTS OUTSIDE OUR CONTROL

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these OCCO Terms that is caused by events outside our reasonable control (**Force Majeure Event**).
- 10.2 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:

- 10.2.1 strikes, lock-outs or other industrial action; or
  - 10.2.2 epidemic or pandemic (including but not limited to COVID-19);
  - 10.2.3 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
  - 10.2.4 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
  - 10.2.5 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
  - 10.2.6 impossibility of the use of public or private telecommunications networks.
- 10.3 Our obligations under these OCCO 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 OCCO Terms can be performed despite the Force Majeure Event.

## 11. DATA PROTECTION

- 11.1 We (and our accredited suppliers) will only use the personal information you provide to us:
- 11.1.1 to provide the One-Off Chargeable Call Out Services;
  - 11.1.2 to inform you about similar services which we provide, unless you tell us that you do not want to receive this information; and
  - 11.1.3 otherwise in accordance with our [Privacy Policy](#).
- 11.2 Any calls you make to us may be recorded to monitor and improve the quality of the One-Off Chargeable Call Out Services we provide to you.
- 11.3 Other than for the purposes as set out in this clause 11 we will not pass your data to or share your data with third parties.
- 11.4 You acknowledge and agree that we may pass your details to credit reference agencies.

## 12. GENERAL TERMS

### 12.1 Assignment.

- 12.1.1 Unless you transfer ownership of the NIBE Product registered in your name in accordance with clause 12.1.2 below, you may not transfer any of your rights or obligations under these OCCO Terms to another person.
- 12.1.2 Should you decide to transfer ownership in your NIBE Product, the new owner must notify us within 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 Warranty Services to the new owner.



- 12.1.3 We can transfer all or any of our rights and obligations under these OCCO Terms to another organisation or one of our service partners, but this will not affect your rights under these OCCO Terms.
- 12.2 **Notices.** If you wish to make a claim under these OCCO Terms or have any questions about these OCCO Terms, please contact us by writing to NIBE Energy Systems Limited c/o Service Department, Unit 3c Broom Business Park, Bridge Way, Chesterfield, Derbyshire S41 9QG or emailing us at [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.
- 12.3 **Severance.** If any court or competent authority decides that any of the provisions of these OCCO 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.
- 12.4 **Waiver.** If we fail, at any time while these OCCO Terms are in force, to insist that you perform any of your obligations under these OCCO Terms, or if we do not exercise any of our rights or remedies under these OCCO 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 OCCO Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 12.5 **Third Party Rights.** A person who is not party to these OCCO Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 12.6 **Governing Law & Jurisdiction.** These OCCO 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

In any of the following circumstances, any repairs 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 the UK mainland and/or is being or has been used by you for re-sale purposes or otherwise commercially exploited; 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 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.