

## NPOWER SALE TERMS & CONDITIONS FOR STANDALONE NEST PRODUCTS

These Terms & Conditions apply to the **Contract** between you and **us**. Please read them carefully.

### 1 DEFINITIONS

Words which appear in bold type throughout these Terms & Conditions have the following meanings:

- 1.1 **"Cancellation Period"** means the 14 day cancellation period detailed under Clause 7.
- 1.2 **"Contract"** means the contract between you and **us** for the sale of the **Products**, which includes these Terms & Conditions and the order.
- 1.3 **"Nest"** means Nest Labs (Europe) Ltd and its parent company, subsidiaries and affiliates/the manufacturer of the **Products**, as applicable.
- 1.4 **"Price"** means the price for the **Products** (including VAT at the prevailing rate) purchased under these Terms & Conditions, which is, specifically:
  - (i) £189 for the first Nest Learning Thermostat per household;
  - (ii) £95 for the first Nest Protect per household;
  - (iii) £149 for the first Nest Cam per household;
  - (iv) £219 for any subsequent Nest Learning Thermostat per household;
  - (v) £109 for any subsequent Nest Protect per household;
  - (vi) £159 for any subsequent Nest Cam per household; and
  - (vii) £29 for a stand for the Nest Learning Thermostat.
- 1.5 **"Products"** means any of the following products offered by Nest:
  - (i) the Nest Learning Thermostat (3<sup>rd</sup> generation) device; and/or
  - (ii) the battery-operated Nest Protect Smoke and Carbon Monoxide Alarm; and/or
  - (iii) the Nest Cam  
and any related products (such as the stand for the Nest Learning Thermostat) that come with your order and are provided by **us**.
- 1.6 **"Product Warranty"** means the warranty offered by **Nest** in relation to the **Products** subject to **Nest's** warranty terms and conditions.
- 1.7 **"Property"** means your domestic residential property.
- 1.8 **"we/us/our"** means Npower Northern Limited (registered in England and Wales, company number 03432100), whose registered offices are at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire SN5 6PB.
- 1.9 Any use of the singular will include the plural and vice versa, and reference to one gender will include the other genders.
- 1.10 Any reference to "including", "such as", "for example" or similar expressions will not preclude the generality of the preceding words.

### 2 OUR TERMS & CONDITIONS

- 2.1 These are the Terms & Conditions on which **we** supply **Nest-related Products** to you, whether they consist of goods, services and/or digital content.
- 2.2 Please read these Terms & Conditions carefully before you submit your order to **us**. These terms & Conditions tell you who **we** are, how **we** will provide the **Products** to you, how you and **we** may change or end the **Contract**, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms & Conditions, please contact **us** to discuss.
- 2.3 By ordering the **Products**, you agree to be bound by these Terms & Conditions.

### 3 INFORMATION ABOUT US

- 3.1 **We** are Npower Northern Limited, a company registered in England and Wales. **Our** company registration number is 03432100 and **our** registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire SN5 6PB (also trading as npower). **Our** registered VAT number is 768362492
- 3.2 You can contact **us** by telephoning **our Nest** Customer Service Team at 0800 2943404 (generally free from all mobiles and most landlines) or 0330 1000136 (calls to which should cost no more than an 01 number and should be included in any 'inclusive minutes') or by writing to **us** at nest.install@npower.com. Calls may be recorded for quality and training purposes.
- 3.3 If **we** have to contact you **we** will do so by telephone or by writing to you at the email address or postal address you provided to **us** in your order.
- 3.4 Any references to "in writing" includes by email.

### 4 KEY INFORMATION

- 4.1 By law, **we** are obliged to give you key information about the **Products** before you purchase them. The key information is provided on the **Product** web pages.
- 4.2 The key information forms part of this **Contract**, as though it has been set out in full here.
- 4.3 Once there is a legally binding **Contract** between you and **us**, **we** can only change the key information with your agreement.

### 5 CONTRACT

- 5.1 Subject to Clause 6 below in relation to Products ordered online, once you have paid the **Price** in full, the **Contract** shall be in existence and we will arrange for the **Product** to be delivered to your **Property** in accordance with this **Contract**.
- 5.2 Insofar as applicable to this **Contract** and subject always to the law, **Nest's** own terms and conditions in relation to the use of the **Product** and any connected services offered by **Nest** are incorporated into and form part of this **Contract**. Should there be any conflict between **Nest's** terms and conditions and the Terms and Conditions of this **Contract**, this **Contract** will prevail unless stated otherwise.

## 6 ORDERING PRODUCTS FROM US ONLINE

- 6.1 When placing an order on **our** website, please read and check your order carefully before submitting it. However, if you need to correct any errors in your order, you can do so before submitting it to **us**.
- 6.2 When you place your order at the end of the online checkout process (e.g. when you click on the 'pay now' button), **we** will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.
- 6.3 **We** may contact you to say that **we** do not accept your order. This is typically for the following reasons:
- (i) the **Products** are unavailable;
  - (ii) **we** cannot authorise your payment;
  - (iii) you are not allowed to buy the **Products** from **us**;
  - (iv) **we** are not allowed to sell the **Products** to you;
  - (v) you have ordered too many **Products**; or
  - (vi) there has been a mistake on the pricing or description of the **Products**.
- 6.4 **We** will only accept your order when **we** email you to confirm this (the "**Confirmation Email**"). At this point:
- (i) a legally binding contract will be in place between you and **us**; and
  - (ii) **we** will dispatch the goods to you.
- 6.5 If you are under the age of 18, you may not be able to buy certain **Products** because you are too young. These are set out on the relevant webpage for the **Products**.
- 6.6 When buying any of the **Products** online through **our** website, you also agree to be legally bound by:
- (i) **our** website terms and conditions and any documents referred to in them; and
  - (ii) specific terms which apply to certain **Products**. If you want to see these specific terms, please visit the relevant webpage for the **Products** at any time during the online checkout process.

## 7 YOUR RESPONSIBILITY

- 7.1 You confirm that you are an npower domestic electricity and/or gas customer and you are not entering into this **Contract** for business or commercial purposes.
- 7.2 You acknowledge that you have verified the compatibility of the **Products** with other equipment in your home and that you satisfy the requirements for the use of each Product purchased.
- 7.3 When purchasing the **Nest Learning Thermostat**, you agree that you will ensure that that your heating, ventilation and air conditioning ("**HVAC**") system is compatible with the **Product**, as applicable.
- 7.4 You are solely responsible for determining the compatibility of the **Product** with other equipment in your home and you accept that

lack of compatibility may not be a valid claim for a refund after the 14 day **Cancellation Period** (during which time you may cancel for any reason) or under any **Product Warranty** that comes with the **Product**. This does not affect your statutory rights.

- 7.5 You are responsible for arranging installation of the **Products** if required. **We** strongly recommend that the Nest Learning Thermostat is installed by a professional installer suitably qualified to undertake the safe installation of this **Product**.
- 7.6 You are responsible for ensuring that any installation is in compliance with any applicable laws and that you have all the relevant consents you need for the installation.
- 7.7 **We** are not responsible for any injury or damage caused by self-installation or installation undertaken by anyone other than **us** or by third parties acting expressly on **our** behalf.
- 7.8 **We** may be able to advise on ways to find installers for the Nest Learning Thermostat where required, although **we** accept no responsibility for those third party installers and do not endorse them. You should always do your own diligence of the installers to select one that best fits your needs.

## 8 PRICE

- 8.1 The **Price** includes the cost of the **Products** (including Value Added Tax at the current rate at the date of the payment).
- 8.2 The **Price** for the **Products** is **our** listed price given at the time of the order and detailed under Clause 1.4. Prices given in sales literature are subject to change.
- 8.3 The **Products** remain **our** property until **we** have received the **Price** in full and in cleared funds (including any other additional costs and expenses incurred by you to us pursuant to this **Contract**) and in accordance with Clause 9.

## 9 PAYMENT

- 9.1 Subject to any alternative terms that **we** have agreed with you in the **Contract**, you agree to pay the **Price** as follows:
- (i) the full **Price** shall be paid prior to or upon the day of completion of the dispatch;
  - (ii) one-off payments may be made by credit or debit card, online or, at **our** discretion, by bank transfer or by banker's draft. Please telephone 0800 2943404 (or 0330 1000136) to make your payment by credit or debit card;
  - (iii) if you wish to pay a one-off payment by bank transfer, the bank account details to which the transfer should be made may be obtained from **us** at 0800 2943404 (or 0330 1000136).
- 9.2 **We** will provide you with a receipt.

## 10 PRODUCT DETAILS AND KEY INFORMATION

- 10.1 To get the most out of your **Products**, you will need a computer, tablet or smart mobile device with iOS 8 or later or Android 4 or later, internet access and an up-to-date web browser, a live broadband connection, a Wi-Fi code and

working Wi-Fi connection and a router connected to a power supply.

10.2 You will also need to register with **Nest** for an online account and/or app in order to get the most out of the **Products** or any additional features, and such registration shall be subject to any applicable terms and conditions from **Nest**.

10.3 The **Nest** app is suitable for Apple or Android systems but is not currently available on Windows phones or tablets.

10.4 Third party products and services that are compatible to be used with the **Products** under the Works With Nest™ logo will also be subject to relevant third party terms and conditions.

10.5 To use the Nest Learning Thermostat, your **Property** must have a fully working and compatible boiler and central heating system.

10.6 The Nest Learning Thermostat is not suitable for customers with electric storage heating or electrical under-floor heating.

10.7 The Nest Learning Thermostat may also be unsuitable when it is intended to be used in the homes with the following characteristics:

- (i) in older properties with inaccessible or unsafe electrical systems;
- (ii) where there are non-functioning or not fully functioning central heating systems;
- (iii) where the junction box of a system boiler cannot be located; and
- (iv) where there are proprietary control systems already in place (i.e. homes with full scale home automation or weather compensation).

10.8 You should check with **Nest** whether the Nest Learning Thermostat and any other **Products** are likely to be suitable for your **Property**.

10.9 **Nest's** Terms and Conditions contain some important exclusions regarding the functionality and compatibility of the **Products**. These should be read carefully.

10.10 Without prejudice to Clause 13 (Your Legal Rights), no warranty is provided regarding the functionality of the **Products**, including (but not limited to):

- (i) its compatibility with your smart phone, computer and home internet network; and
- (ii) whether the **Products** will meet your own specific requirements.

10.11 You can purchase a stand from **us** for the Nest Learning Thermostat for £29 (inclusive of VAT) (subject to change and availability). A stand is not compulsory for the functionality but may enhance its visual appearance and will allow the Nest Learning Thermostat to be installed off the wall if required.

10.12 Without prejudice and in addition to Clause 11, if you are not entirely satisfied with the **Products**, you have 30 days from the date of dispatch and prior to installation to change your mind ("**Nest's Total Satisfaction Return Policy**"). You must follow the instructions set out in **Nest's** Terms and Conditions in order to qualify for **Nest's Total Satisfaction Return**

**Policy** and to qualify for any refund of the **Price** (or any part of it) as stated and as set out within **Nest's Total Satisfaction Return Policy**.

## 11 CANCELLATION RIGHTS

### Your Right to Cancel

11.1 You may cancel your **Contract** for any reason within 14 days from the day on which you receive the **Products** (the "**Cancellation Period**") by:

- (i) emailing **us** at [nest.install@npower.com](mailto:nest.install@npower.com) or writing to **us** at: Nest Install Team, npower, Oak House, Bridgwater Road, Worcester WR4 9FP; or
- (ii) phoning **us** on 0800 2943404 (generally free from all mobiles and most landlines) or 0330 1000136 (which should cost no more than an 01 number and should be included in any 'inclusive minutes'). Calls may be recorded for quality and training purposes.

11.2 Please quote your customer reference number in all communications to **us**.

11.3 You can use the Cancellation Form below, although this is not obligatory:

To: The Nest Team, npower, Oak House, Bridgwater Road, Worcester WR4 9FP
I hereby give notice that I cancel my <b>Contract</b> of sale of the following <b>Products</b> :
<input type="checkbox"/> Nest Learning Thermostat
<input type="checkbox"/> Nest Protect
<input type="checkbox"/> Nest Cam,
Ordered on:
Received on :
Customer Reference No:
Name:
Address:
Signature (only if this form is notified on paper):

11.4 If you cancel within the 14 day **Cancellation Period**, **we** will reimburse you without undue delay. **We** may withhold the reimbursement until **we** receive either the returned **Products** or evidence that you have posted them to **us**, whichever happens sooner.

11.5 **We** may make a deduction from the reimbursement for loss in value of the returned **Products** supplied if the loss, in **our** opinion, is the result of unnecessary handling by you beyond what would normally be permitted in a shop.

11.6 In relation to the Nest Learning Thermostat, you will lose your right to cancel should you request to install the **Product** within the 14-day **Cancellation Period**.

11.7 If you cancel the **Contract** after the 14 day **Cancellation Period** and **we** accept the cancellation, **we** reserve the right to recover from you any losses or costs suffered or incurred by **us** as a result of such cancellation (except where **we** are in serious breach of **our** obligations).

#### **Our Right to Cancel**

11.8 **We** reserve the right to cancel your order at any time for any reason before dispatch.

11.9 **We** may cancel your order if additional information is needed to complete and accept your order.

11.10 If the payment method you provide cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled.

11.11 **We** may need to cancel or suspend the order if **we** are unable to deliver the **Products** or for other reasons beyond **our** reasonable control.

## **12 EXCLUSIONS AND LIABILITY**

12.1 **We** shall not be liable for any:

- (iii) failure of or damage to the **Products** (or any part of them) which is caused by a factor beyond **our** reasonable control, including (without limitation) any variation to your electricity supply;
- (iv) failure developing to or from your existing electrical system or any other equipment or system following the installation of the **Products**; and/or
- (v) diminished or reduced performance or functionality of the **Products** following your decline to have any other parts or equipment relating to the installation of the **Products** at your **Property**.

12.2 **We** will not accept any loss, liability or damages that you incur that:

- (i) relate to the incompatibility of the **Products** with other systems, equipment or items in your home, such as your **HVAC** system or plumbing in relation to the Nest Learning Thermostat, or to your (or third parties') computer, mobile device or other peripherals connected to the **Products** and other items, whether or not such loss, liability or damages were reasonably foreseeable to you and **us** when the **Contract** was formed;
- (ii) were not caused by any default, negligence, act or omission on **our** part or that of **our** employees;
- (iii) were caused by any default, negligence, act or omission of any party other than **us** or **our** employees, or by circumstances beyond **our** reasonable control; or
- (iv) are business losses or are incurred as an indirect consequence of the event which led to your claim.

12.3 Subject to Clause 12.5, we shall not be liable for any consequential, indirect, special or incidental damages in relation to the **Products**.

12.4 Subject always to Clause 12.5 below, our liability arising from or related to the **Products** is limited to the **Price** paid by you for the **Products**.

12.5 Nothing in these Terms and Conditions affects any statutory rights that you may have (please see Clause 13 below (Your Legal Rights)) or excludes or limits any liability for:

- (i) death or personal injury resulting from **our** negligence; or
- (ii) fraud; or
- (iii) any other liability which cannot be excluded or limited by law.

## **13 YOUR LEGAL RIGHTS**

13.1 You have certain statutory rights under the Consumer Rights Act 2015 and you may have other rights in law (your "**Legal Rights**"). This Clause 9 sets out a summary of your key **Legal Rights**, although they may be subject to certain exceptions. More information is available from the Citizens Advice Bureau (please visit their website at [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06 for more information).

13.2 In addition to your rights to cancel within the **Cancellation Period**, if the **Products** consist of goods, they must be:

- (i) as described;
- (ii) fit for purpose; and
- (iii) of satisfactory quality.

13.3 During the expected life of your **Product**, your **Legal Rights** entitle you to the following from the date of receipt of the goods:

- (i) for up to 30 days: if your item is faulty, then you can get a refund;
- (ii) for up to 6 months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- (iii) for up to 6 years: if the item can be expected to last up to 6 years, you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

13.4 If your **Product** consists of digital content, the Consumer Rights Act 2015 says digital content must be:

- (i) as described;
- (ii) fit for purpose; and
- (iii) of satisfactory quality.

13.5 If your digital content is faulty, you're entitled to a repair or a replacement.

13.6 If the fault relating to the digital content can't be fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all of your money back.

13.7 If you can show the fault to the digital content has damaged your device and **we** haven't used reasonable care and skill, you may be entitled to a repair or compensation.

## **14 NOTICES**

14.1 If you need to give **us** written notice in accordance with these Terms and Conditions you should send the notice to:

- (i) [nest.install@npower.com](mailto:nest.install@npower.com) or
- (v) Nest Install Team, npower, Oak House, Bridgwater Road, Worcester, WR4 9FP.

## 15 DATA PROTECTION

15.1 **We** will process your information to enable **us** to carry out your order and for administration of the **Contract** (including debt collection), risk assessment, after sales service, system testing, analysing your account history and to detect and prevent fraud.

15.2 Where you have given **us** your consent, **we** may also use your information for marketing purposes, offering any of **our** group companies' products or services or for market research. Your information may be disclosed to **our** employees, agents, service providers, product manufacturers and/or providers, group companies and assignees for these purposes.

15.3 **We** may share your information with the persons mentioned in Clause 15.2 and relevant trade bodies and all other associated bodies who may need to pass this information on to the relevant body to comply with regulatory requirements, including any notifications to Ofgem and/or in order to carry any after sales services.

15.4 **We** may search the files of credit reference agencies to carry out credit checks on you, the agencies may record a copy of the search and they may share it with other organisations to assist with credit-related decision-making and fraudulent activity.

15.5 **We** may monitor and/or record your telephone calls for security and training purposes.

15.6 You understand that your use of the **Products** requires you to comply with **Nest's** own Privacy Policies and that **we** will not be responsible for any personal data that you provide to **Nest** or any other third party notified connected with the **Products**.

## 16 COMPLAINTS PROCEDURE

**We** aim to provide you with a high standard of customer service. However, if at any time you are not satisfied with any part of the service that **we** have provided to you, please contact **us** at 0800 2943404 (or 0330 1000136) and **we** shall do **our** best to resolve any problems.

## 17 GENERAL

17.1 If on any occasion either you or **we** agree to take no action against the other even after the other has failed to comply with these Terms and Conditions, it should not be assumed that that party will do the same on another occasion.

17.2 **We** may vary these Terms and Conditions at any time and will notify you of such change as soon as reasonably possible.

17.3 Where the variation is of significant disadvantage to you, you may cancel the **Contract** by notifying **us** in writing within 14 working days after **we** have sent you the notification of the variation. The variation shall not apply to a **Contract** which has been cancelled.

17.4 All pre-payments paid to **us** by you shall be refunded as a result of such cancellation.

17.5 Other than yourself, **we** do not intend that any other person can benefit from the **Contract**. The **Products** are intended for end users only and are not authorised for resale.

17.6 At the end of its life, the **Product** must be disposed of safely, separately from general household waste and in accordance with the Waste Electrical and Electronic Equipment Regulations 2013: please contact **Nest** for more information on the safe disposal and/or recycling of the **Products**.

17.7 If any part of these Terms and Conditions is found to be unenforceable or invalid, those provisions (or relevant part of them) will not affect the rest of the Terms and Conditions, which will remain in full force and effect. If such provisions would be valid or enforceable if some part of them were deleted, they will apply with such modifications so as to make them valid or enforceable.

17.8 These Terms & Conditions and the **Contract** between you and **us** are subject to the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.