

## **Appliance Services Agreement**

These are the terms and conditions on which we supply our service plan. They tell you who we are, how we will carry out any job that is covered under the plan and other important information. Please read these carefully before you place an order for these services. Please pay particular attention to sections 3.2, 3.3, 6 and 8.3.

Please note that we will decide whether to provide our repair services or not at our discretion. We are under no obligation to provide any goods or services unless we decide to. This is not a contract for insurance, and insurance regulations will not therefore apply.

### **1. Information about us and how to contact us**

1.1 We are WeServe 247 a trading name of Home Emergency Connect Limited a company registered in England & Wales. Our company registration number is 12324202 and our registered office is at 20 - 22 Wenlock Road, London, N1 7GU.

1.2 You can contact us by telephoning us on 0800 5 999 777 or by writing to us at [info@weserve247.co.uk](mailto:info@weserve247.co.uk) or the address above.

### **2. Our contract with you**

2.1 We only supply our services to consumers (meaning individuals who are not using our services for business purposes) in the United Kingdom who are 18 years of age or over.

2.2 We only offer our services to appliances based in the United Kingdom which are in good working order on the date on which our service plan start (which is shown in section 3.1 below). We shall be entitled to refuse an order or terminate our contract with you if we reasonably decide that you or your appliance(s) do not meet the criteria in this section 2, in which case section 9 shall apply.

2.3 A contract will come into existence between you and us when we email you to accept your order.

2.4 We shall contact by you by emailing you at the last email address you have provided to us and/or writing to you at the last address you have provided to us.

### **3. Our service plan**

3.1 Our service plan for the appliance(s) set out in our confirmation of your order (which we shall refer to as “Appliance(s)”) will start the day after the date on which we accept your order and will continue until the renewal date set out in our acceptance of your order (unless it is ended by you or by us before then in accordance with these terms and conditions). We refer to this period as the “Protection Period”.

3.2 If any of your Appliances suffers any breakdown or failure during the Protection Period then you can call our repairs team on the telephone number provided and during the hours listed on our site. Our team shall try to resolve the problem over the telephone. If they cannot resolve the problem, we may at our sole discretion, decide to provide repair services. Please

note that we are under no obligation to provide any repair services and may refuse any request by you for repair services for any reason.

3.3 If we decide to provide repair services under the terms of our contract then we shall charge you the call out fee set out on our website. Any appliance over the age of 5 years will be subject to a mandatory £75 excess. This is payable in addition to the service plan fee (which we shall refer to as the “Base Fees”). We will cover any additional costs (including parts and labour) up to the value of £500. (which we shall refer to as the “Limit”). You will have to pay any additional costs and expenses that exceed this Limit. We will notify you of any additional costs before we incur them.

3.4 If we decide not to provide repair services under the terms of our contract then you have the option to cancel our contract, in which case we shall refund you all monies that have been paid by you: (a) since the current period of your service plan began; or, if later (b) since we carried out any previous repair services under our contract, and you will not have to make any further payments to us. Alternatively, you have the option of confirming that you want to continue with the contract, in which case these terms shall continue to apply and you will be obliged to continue paying the Base Fees.

#### **4. Making Changes**

4.1 If you wish to make a change to your service plan please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to our fees or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

4.2 We may change these terms and conditions and/or our service plan:

(a) to reflect changes in relevant laws and regulatory requirements; and

(b) to implement minor adjustments and improvements or to correct any minor errors. These changes will not affect your use of our service plan.

We will provide you with 30 days’ written notice of any changes we make. If you do not agree with our changes then you may cancel our contract, and we will provide a pro rata refund of any Base Fees you have made for the unexpired period of your Protection Period.

#### **5. Repair Services (including replacements)**

5.1 Where we decide to provide repair services under the terms of our contract we will agree a date for our repairers to visit you. It is your responsibility to ensure that you are available at that time to allow our repairers access to the Appliance and that you provide us with the information we request from you. If you do not allow us access to your property to perform the services as arranged or provide the information we need (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and section 9.2 will apply

5.2 We are not responsible for delays outside our control. If our supply of the services is delayed by an event outside our control then we will contact you as soon as possible to let

you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end our contract and receive a refund for any products you have paid for but not received.

5.3 There is no limit on the number of repairs you can request, although we reserve the right to bring our contract to an end if we have to replace an Appliance (please see section 6.4).

## **6. Limitations on our Repair Services (including replacements)**

Our services will only be offered subject to the following limitations:

6.1 Any repair services provided under our contract must be provided by our repairers, unless we have agreed otherwise in writing before the repairs are carried out. If we agree to someone other than our repairers to carry out the repair work then we will refund any costs up to the agreed Limit, but only upon the receipt of a valid VAT invoice.

6.2 You must take reasonable steps to limit any damage once an Appliance breaks down, for example by stopping to use it if further use is likely to cause any further damage.

6.3 We may decide to replace an Appliance with a new product of a similar make and technical specification (and will pay up to the agreed Limit towards this replacement). If we cannot source the replacement then we may at our option give you vouchers instead from a retailer of our choosing for a replacement product of a similar make and technical specification (up to the agreed limit). If vouchers are not available we may provide a cash equivalent. You will be responsible for paying any delivery and installation costs if we decide to replace an Appliance, and you will be responsible for the disposal of your old Appliance.

6.4 If we replace any Appliance then our contract will automatically come to an end and any unpaid Base Fees or other fees owed by you to us for the Protection Period shall become due. We may deduct any monies you owe us from the vouchers (or cash equivalent) we supply under section 6.3.

6.5 The following shall be excluded from the service plan:

- (a) routine maintenance, cleaning and servicing;
- (b) damage caused to any Appliance during delivery, installation or transportation of the Appliance by a third party who is not our agent;
- (c) modifying or making an Appliance comply with legislation or any work on an Appliance that is only required due to legislation changes;
- (d) any breakdown cost already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on an Appliance;
- (e) replacement or recall of the Appliance (or any part) by a supplier or the manufacturer;
- (f) your failure to follow any supplier or manufacturer instructions (verbal or in writing);

- (g) any problem with the supply of electricity, gas, water, broadband or broadcast content;
- (h) any costs, claims, expenses or loss arising from or in connection with your inability to use the Appliance (including but not limited to hiring a replacement);
- (i) any costs, expenses or losses which are incidentally caused by the breakdown or repair of the Appliance (including but not limited to the cost of removing or reinstating built-in or fitted equipment);
- (j) damage to any other property or possessions, unless this was caused by us in breach of our obligations;
- (k) cosmetic damage (such as damage to paintwork, dents or scratches) to the Appliance or any other item;
- (l) any loss, damage or impairment to functionality caused by theft, attempted theft, neglect, any accident, deliberate damage or damage caused by animals, plants or trees, earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, plumbing problems, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses or date-change faults);
- (m) any appliance not registered under the plan;
- (n) repairs, maintenance work, or use of spare parts, where not approved by us.
- (o) damage to ceramic or glass surfaces (unless caused by an accident protected by the plan);
- (p) files lost due to a repair or replacement and your failure to back them up;
- (q) fraud or attempted fraud, or where the condition of the Appliance is not consistent with the request you made;
- (r) the cost of replacing any accessories including but not limited to external fuses, lawnmower belts, batteries, rechargeable batteries, power cells, light bulbs changeable by the user, fluorescent tubes and related starter components, filters, attachments, cables and cable joints, plugs, light covers, grills, removable parts, glass and enamel parts, catalytic panels, external piping, rain covers, starter connections and straps, 3D glasses, vacuum cleaner bags, brushes and tubes, audio pick-up systems including scanners, printer toner or ink cartridges and printer ribbons.
- (s) [for products that include software: external data carriers, other input devices (scanners, joysticks, mouse devices), other external controllers (if not included when purchasing the product), installing, modifying and upgrading software;]
- (t) [for products with screens: repairs due to pixel failure where the number or location of pixels does not exceed the manufacturer's acceptable limit, marks on the screen, or burned screens.;

(u) for televisions: the change from analogue to digital broadcasting including terminating analogue transmissions, software interface problems, satellite or cable systems or gaining access to cables within the fabric of a building or wall;

(v) repairs which relate to AGAs and gas tumble dryers; and

(w) any other limitations or exclusions set out in our service plan document.

(X) any claims made within 30 days of the start date of the agreement.

This does not mean that we are obliged to offer any repair services that fall outside of these exclusions and limitations, however.

## **7. Renewals**

7.1 Where you have paid the Base Fees by Direct Debit or by Debit/credit card we shall automatically renew our contract for the same period as the Protection Period. We shall always provide you with no less than 28 days written notice before the renewal date and you can cancel the renewal at any time before the renewal date, or within 14 days afterwards.

- We may increase the Base Fees at any renewal providing we include this in any notice we provide under sections 7.1 or 7.2 above.
- We reserve the right to not renew our contract with you.

## **8. Your rights to end the contract**

8.1 Ending the contract because of something we have done or are going to do. If you are ending our contract for a reason set out at (a) to (b) below the contract will end immediately and you may also be entitled to compensation. The reasons are:

(a) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed; or

(b) you have a legal right to end the contract because of something we have done wrong.

**8.2 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** You also have a legal right to change your mind within 14 days of us accepting your order and receive a refund of any amount you have already paid to us.

8.3 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before the end of the Protection Period. (If we have carried out any repair services during the Protection Period then no refund will be given and you will have to pay us the full cost of the repair(s) (less any amount already paid by you to us) within 28 days of us requesting this in writing. This will be capped at the total annual plan fee (less any amount you have already paid to us).

8.4 If we have not carried out any repair services during the Protection Period and you have paid monthly or quarterly, there will be no refund due. If you have paid annually you will be

charged a £10 administration fee. Any amounts paid by you for any future months of the protection period will be refunded within 7 working days.

8.5 To end our contract, please let us know by calling us on 0800 5 999 777 or writing to us at WeServe 247, 20-22 Wenlock Road, London N1 7GU. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.6 We will refund any amount we owe to you in accordance with the above by the method you used for payment as soon as possible.

## **9. Our rights to end the contract**

9.1 We may end our contract at any time by writing to you if:

(a) we reasonably determine that you and/or any Appliance does not meet the criteria in section 2;

(b) you do not make any payment to us when it is due, and you still do not make payment within 14 days of us reminding you that payment is due;

(c) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our service plan, for example, details of your address or any change to your address;

(d) you do not, within a reasonable time, allow us access to your premises to supply the services; or

(e) We replace your Appliance in accordance with section 6.4.

9.2 If we end the contract in the situations set out in section 9.1 we will refund any money you have paid in advance for any unexpired period of the Protection Period but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract, which shall include the cost of us carrying out any repair services during the Protection Period (less any amount already paid by you to us).

9.3 We may write to you to let you know that we are going to stop providing our service plan. We will let you know at least [28 days] in advance of our stopping the supply of the product and will refund any sums you have paid in advance for any unexpired period of the Protection Period.

## **10. If there is a problem with our repair services or any replacement parts or goods**

10.1 If you have any questions or complaints about our services, please contact us. Our contact details are set out in section 1.2 above.

10.2 We are under a legal duty to supply services that are in conformity with this contract. Nothing in these terms will affect your legal rights.

Summary of your key legal rights This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. If we provide you with any replacement parts, appliances or other goods the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following: up to 30 days: if your goods are faulty, then you can get an immediate refund. Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases. up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back. Where we supply any repair services, the Consumer Rights Act 2015 says: you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it. If you haven't agreed a price beforehand, what you're asked to pay must be reasonable. If you haven't agreed a time beforehand, it must be carried out within a reasonable time. See section 8.1 above as well.

## **11. Price and payment**

11.1 The price of our service plan (which includes VAT) will be the price indicated on the order pages when you placed your order.

11.2 We accept payment of our Base Fees by Direct Debit or by Credit/Debit card. You must pay these Base Fees by the dates set out on our website.

11.3 If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Bank Of England 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 any overdue amount.

11.4 If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## **12. Our responsibility for loss or damage suffered by you**

12.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised in section 10.2

12.3 We will make good any damage to your property caused by us while carrying out any services. However, we are not responsible for the cost of repairing any pre-existing faults or

damage to your property that we discover while providing the services other than as we have set out in our contract.

12.4 We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **13. Other important terms**

13.1 We will handle your personal information in accordance with our privacy policy below.

13.2 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

13.3 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may agree to transfer our contract with you to the new owner of an appliance but will not agree to transfer our contract from an Appliance to another appliance (other than any replacement goods we provide under our contract).

13.4 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.5 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.6 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

13.7 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

## **Privacy Notice**

### **About us**

We are WeServe 247 a trading style of Home Emergency Connect Limited a company registered in England. Our company registration number is 12324202 and our registered office is at 20 - 22 Wenlock Road, London N1 7GU. We are the data controller and will process your personal information in accordance with this privacy notice.

- How we may use your personal information

If you do not provide this information we will be unable to process your order and provide our services to you.

We use your personal information to carry out the activities set out in (a) and (b) above because we need to do this in order to carry out our contract with you. We carry out the activities set out in (c) if and on the basis that we have your consent to do this, but you can ask us to stop providing this information at any time by contacting us.

- We will not transfer your personal information outside of the European Economic Area.
- Storing your data

We will keep your personal information for a maximum period of [six years] after any contract you have with us comes to an end.

#### Your rights

- We are committed to processing your personal information and in accordance with your rights. This means that:
- We shall provide you with a copy of any information we hold about you, certain to any legal exemptions.
- We will correct any information about you which is inaccurate when we become aware of this.
- We will provide any replacement provider of our services with personal information that you have provided to us in an electronic format if you request us to do so.
- You have the right to object to us using your personal information in any way that causes you unreasonable damage or distress.
- You have the right to request that we delete your personal information if we no longer have any reason for storing or using it.

Please contact us on 0800 5 999 777 or write to us at WeServe 247 20-22 Wenlock Road, London N1 7GU. if you would like to exercise any of these rights.

You also have the right to complain to the Information Commissioner's Office (the UK supervisory body) if you feel that we are not treating your personal information in accordance with data protection law. Further information can be found on their website ([www.ico.org.uk](http://www.ico.org.uk)).