

Terms and Conditions

1. Acceptance of Terms

- 1.1. Welcome to WeServe 247. WeServe 247 is the trading name of Home Emergency Connect Limited, a company registered in England (registration number 12324202) with its registered office at WeServe 20-22 Wenlock Road, London N1 7GU (hereinafter the “**Company**,” “**WeServe 247**,” “**we**,” “**us**” or “**our**”).
- 1.2. Please read these Terms and Conditions carefully. These Terms and Conditions govern the Emergency Boiler Breakdown, and Boiler Service cover purchased by you (“**Service Agreement**”). By entering into this Service Agreement with the Company, you agree to all the Terms and Conditions as set out hereunder.
- 1.3. Subject to the terms and conditions of this Service Agreement, Consumers who enter into this Service Agreement with the Company may claim for the following:
 - Gas emergency repairs;
 - Electrical emergencies;
 - Plumbing repairs;
 - Appliance repairs; and
 - Boiler repairs;

In addition to the above, the Consumers may also claim any other repairs/services such as annual boiler service that are included in the specific cover purchased by them.
- 1.4. Your copy of this Service Agreement (“**schedule**” or “**your copy**”) contains all the details of the cover purchased by you.
- 1.5. If you require any clarification or information, please contact us by telephone at 0800 5 999 777 alternatively you can write to us at info@weserve247.co.uk.

2. Eligibility

- 2.1. Our Boiler cover is only available to Consumers who are at least 18 years of age or over, located in the United Kingdom and have the legal capacity to enter into a binding Service Agreement with the Company. If you do not satisfy the aforementioned requirements, please do not enter into this Service Agreement.
- 2.2. You will only be eligible to receive the Services as provided in this Service

Agreement if:

2.2.1. You have made all the payments due and payable by you to the Company in accordance with this Service Agreement; and

2.2.2. You have kept to all the Terms and Conditions of this Service Agreement.

3. Definitions

In this Service Agreement, words or expressions beginning with a capital letter will have the meaning as defined hereunder:

Account Manager refers to the Company representative who is responsible for managing your membership account, handling your queries and service requests.

Appointment means the date and time that we agree with you to visit your Home to carry out any repair/work.

Authorised Contractor means a Gas Safe registered engineer who is authorised by the Company to attend to your service request under this Service Agreement.

Auto-Renewal this Service Agreement is on a rolling basis, and it will automatically renew for a subsequent protection period upon receipt of the full Membership Payment as specified in the Consumer's copy of this Service Agreement and any subsequent amendments thereto.

Beyond Economical Repair a boiler will be considered Beyond Economical Repair if our Support Centre's assessment indicates that the total cost of parts and labour for the repair (including VAT and depreciation at the rate of 10% per annum) will be either equal to more than 60% of the manufacturer's current retail price.

Boiler means a domestic boiler which is located in your Home in which water is heated by natural gas with an output not exceeding 60 kw/ph.

Breakdown or Failure or Fault	refers to sudden and unforeseen mechanical or electrical malfunction on the Boiler which renders the Boiler inoperable.
Central Heating System	means the Boiler and the Central Heating System in your Home that is powered by natural gas.
Consumer	means a natural person who enters into this Service Agreement.
Consumer Representative	means Consumer's nominated representative who has been authorised to act on Consumer's behalf with the Company.
Emergency	refers to a sudden unexpected event which in the opinion of the Company (either the account manager or the support centre) requires immediate action to 1) prevent any damage or further damage; 2) render the Home safe, secure or habitable; 3) mitigate any risks to the safety of the inhabitants of the Home.
Excess	means the agreed amount that the Consumer shall pay first on each claim. The Company is not liable to cover any expense up to the "Excess" amount, which is the Consumer's share of liability.
Exclusions	refers to events where the loss/costs are not covered by the Company under this Service Agreement.
Inspection	Refers to a service to check the gas appliance is safe and working as intended.
Limit	there is no limit to the monetary value of your claims or the number of claims you can make provided your Boiler is not deemed Beyond Economical Repair.
Membership Number	refers to the unique number allocated for your account by the Company. Your Membership Number is specified on your copy of this Service Agreement.

Membership Payment	refers to the membership fees the Consumer must pay to the Company for entering into this Service Agreement.
Pay on Use	refers to Services that are offered by the Company to Consumers on an ad hoc basis. Pay-on-use Services are outside the scope of this Service Agreement, and the costs of Pay-on-use Services are entirely for the Consumer's own account. The Company does not pay any portion of the cost for Pay-on-use Services used by the Consumer.
Protection Period	means the duration of this Service Agreement as displayed on the Consumer's copy of this Service Agreement, and for which the Consumer has paid the Company in accordance with the provisions of this Service Agreement.
Security Deposit	<p>refers to a discretionary payment of £75 that is payable by a Consumer to the Company for claims submitted by the Consumer.</p> <p>Please note that the Company will reimburse this Security Deposit after an Authorised Contractor's assessment of the fault reveals that the claim is covered by this Service Agreement. However, if our Authorised Contractor's inspection of the fault reveals that the claim is not covered by our Service Agreement with the Consumer, the paid will not be reimbursed.</p> <p>The Company reserves the right to decline any claims submitted by Consumers without payment of a Security Deposit.</p>
Service	refers to all actions/efforts of our Authorised Contractor to perform a temporary repair to limit/prevent any damage alternatively performing a permanent repair if the cost of the latter is not significantly more than that of a temporary repair.
Start Date	means the start date of this Service Agreement as specified on the Consumer's copy of the Service Agreement.

Superficial damage	means damage that only affects the outward appearance of an item without impacting its functionality/usability.
Support Centre	refers to the Support Call Centre provided by the Company to Consumers to report any Emergencies that fall within the scope of this Service Agreement.
Third-Party	refers to any party excluding the Consumer, Consumer's Representative, the Company or its Authorised Contractors.
Unoccupied	means when your Home has not been lived in by you or anyone authorised by you for more than 30 consecutive days.
You, Your	means the person who enters into this Service Agreement with the Company. Any reference to Consumer or Consumer's Representative shall include You or Your and vice versa.

4. Your Cover and Limit

All protections offered in this Service Agreement are offered under the absolute sole discretion of the Company subject to these terms and conditions.

In the event of an Emergency, the Company shall, at its absolute sole discretion:

- make its best effort to perform/organise required repairs without undue delay;
- guide you on any steps that you can take yourself to secure your Home;
- organise for an Authorised Contractor to come to your Home to perform any Emergency repairs;
- subject to payment of full Excess amount by you, the Company may cover the cost of rendering Emergency Service up to the Limit (as specified).

You acknowledge and accept that the Company only provides a servicing membership, and this Service Agreement is not an insurance policy. The Company will not replace your entire Boiler unit in the event it is deemed Beyond Economical Repair or otherwise unrepairable.

Covers offered

4.1. **Emergency Boiler Breakdown Cover**

This Section 4.1 outlines what is covered and what is not covered by your Emergency Boiler Breakdown Cover. Please carefully read this section and ask us any questions that you may have.

What is covered?	What is not covered?
<p>Subject to the terms and conditions including the general exclusions and payment of applicable Excess by the Consumer, the Company will at its absolute sole discretion organise and pay for the costs of any labour, parts, and materials required in rectifying the Emergency Breakdown of your Boiler.</p>	<p>The following are specifically excluded from Emergency Boiler Breakdown Cover:</p> <ol style="list-style-type: none"> 1. Any event that does not fall within the ambit of Emergency, as defined in Section 3 of this Service Agreement; 2. Any partial failure that does not fall within the ambit of Breakdown, as defined in Section 3 of this Service Agreement; 3. Any faults that are either intermittent or pre-existing; 4. Any issues relating to your cold-water system; 5. Non-gas appliances; 6. Fan convector heating; 7. Heated towel rails; 8. Underfloor heating; 9. Water supply issues from hot water cylinder to taps; 10. Descaling or desludging and any work arising from damage caused by hard water scale, sludge deposit or corrosive water; 11. Gas-fired appliances with a primary purpose other than heating; 12. Solar panels or ground or air source heat pumps; 13. Cost of repairing a Boiler that we deem to be Beyond Economical Repair; 14. Repair of Boilers without evidence of routine maintenance (service documents) in the 12 months preceding the Start Date of this Service Agreement. Any repairs without such proof of routine maintenance will be subject to payment of a £75 Excess which will be refunded upon

	<p>submission/confirmation of such proof by the Consumer;</p> <ol style="list-style-type: none">15. Repair or replacement of any flues from any gas appliances;16. Any costs/loss incurred from frozen pipes;17. Any items that are deemed to be external as a result of not being located within the Boiler unit are not covered for example a thermostat that is not located within the Boiler unit will not be covered;18. Any pressure related issues will not fall within the definition of Breakdown unless the Boiler needs to be re-pressurised five or more times within a 24-hour period;19. Any loss or cost arising whether directly or indirectly as a result of pollution or contamination of any kind;20. Cost of any of the following items is specifically excluded:<ol style="list-style-type: none">a. Swimming pool, fountains, ponds and water and air source heat pumps.b. All other pumps, including but not limited to, sewage pumps, shower pumps, drainage pumps and their electrics and valves.c. Waste disposal units, septic tanks and all outflow pipes.d. Air conditioners;e. Vacuum drainage systems;f. Any combined heat and power generation systems such as solar panels or wind turbines and their accompanying pipes, pumps, panels or other components;g. Water softeners.21. Flues or vents required to extract any exhaust fumes from the Boiler to outside the Home;22. Any drain downs that have been recommended prior to the commencement of any Service.
--	--

--	--

LIMIT: There is no limit to the monetary value of Emergency Boiler Breakdown claims that are covered provided your Boiler is not deemed to be Beyond Economical Repair.

4.2. Central Heating System Failure

In the event of an Emergency that renders your Central Heating System inoperable as a result of an electrical or mechanical failure/malfunction, the Company shall, at its absolute sole discretion, assist you in resolving the Emergency. Please carefully review what is covered and what is not covered by our Service Agreement with you.

What is covered?	What is not covered?
<ol style="list-style-type: none"> 1. Loss of heating or hot water in your Home; 2. Cost of parts, labour and Authorised Contractor's call-out fees; 3. Any faults with the valves, internal thermostat controls within the Boiler, and/or expansion tanks; 4. Breakdown of the Central Heating System; 5. Repair/Replacement of heat exchanger; 6. Pipes that connect various parts of the Central Heating System; 7. Repair/replacement of any pumps, motorised valves, feed or expansion tank. 	<ol style="list-style-type: none"> 1. Any routine maintenance that is solely your responsibility such as venting radiators, descaling central heating pipes, adjusting timing or temperature controls of your central heating system, etc.; 2. Any maintenance or replacement of fan convactor heating, heated towel rails or underfloor heating; 3. Damage caused by hard water scale, sludge deposit or corrosive water; 4. Descaling or desludging the protected system; 5. Any repair or replacement of parts that are damaged as a result of blockage from sludge or scale/deposits from hard water; or 6. Solar panels or ground or air source heat pumps and any associated systems;

LIMIT: There is no limit to the monetary value of central heating system claims that are covered provided your Boiler is not deemed to be Beyond Economical Repair.

4.3. **Boiler and Gas Appliance Service Cover**

Subject to you fulfilling all your payment obligations under this Service Agreement, the Company's Authorised Contractor will conduct an annual Boiler and Gas Appliance safety check in accordance with Gas Safe recommendations. You understand that this is not a manufacturer's service.

The annual Boiler and Gas Appliance Service will be conducted between the eighth and twelfth month after the Start Date of this Service Agreement, at approximately the same time each year, subject to our Authorised Contractor's and your availability.

Inspection Appointments

All appointments will be scheduled between 09:00 and 18:00 during weekdays, excluding any bank holiday. In the event inspection of your Boiler and Gas Appliance reveals any faults that are not covered by this Service Agreement, our Authorised Contractor will provide you with a recommendation detailing the remedial work that should be undertaken by you.

Remedial Works

This Service Agreement does not cover any remedial work that is required after your annual Boiler and Gas Appliance Service. Where you request us to organise any remedial repairs on your behalf, all such costs will be entirely for your own account including the cost of labour, parts and materials. You understand and accept that we do not indemnify or guarantee any remedial work that has been directly sourced by the Consumer from one of our Authorised Contractors.

Gas Safety Check and Certificate (CP12)

If you are a landlord, the law requires you to ensure that you have a valid Gas Safety Certificate for the rented property. If you are within the first eight months of your Service Agreement, but you require a Gas Safety Certificate, you will be required to make a payment of £60 which will subsequently reduce your monthly direct debit. You understand and accept that the cost of your Gas Safety Certificate may occasionally exceed £60. In such cases, we will notify you of such extra costs.

In the event, the Gas Safety Check fails, and you require remedial work, you understand that any subsequent Gas Safety Checks for CP12 will require you to pay an additional £60 fees.

5. **General Exclusions**

This Service Agreement will not cover any claims relating to:

5.1. Any claims that are not covered under this Service Agreement;

- 5.2. Homes that are outside the geographical territory served by the Company under this Service Agreement, i.e. United Kingdom mainland excluding all Isles and Northern Ireland;
- 5.3. Any claims for events that do not qualify as an Emergency as determined by the Company;
- 5.4. Any claims arising from events which were known to you before the Start Date of this Service Agreement;
- 5.5. Any costs that exceed the Limit, if any, specified in Section 4 of this Agreement for specific covers;
- 5.6. Any costs that are recoverable under a guarantee or warranty;
- 5.7. Any improvements that are required to bring any covered systems up to current standards;
- 5.8. Any loss or damage resulting from lack of service/maintenance in accordance with applicable regulations or manufacturer's instructions;
- 5.9. Any repairs that are difficult or impossible to perform due to any design defects or inaccessibility including but not limited to full drain-down of a central heating system;
- 5.10. Any loss incurred by you as a result of any delays in obtaining parts that are required for your repair;
- 5.11. Any damage incurred while our Authorised Contractor was gaining access to your Home, appliance or any equipment to perform the Emergency repairs;
- 5.12. Any superficial damage that does not impair the functionality of any appliance/item covered under this Service Agreement;
- 5.13. Any claims where a repair/replacement is needed only due to changes in applicable legislation or health and safety guideline;
- 5.14. Any claims for damage or Breakdown resulting from an accident or deliberate action as determined by the Company based on Authorised Contractor's reports as to how the damage arose;
- 5.15. Any claims arising from a negligent or willful act or omission or any other Third-Party interference or faulty repairs which are not compliant with prevailing industry standards in the UK;

- 5.16. Any claims arising from subsidence, landslip or heave;
- 5.17. Any claims relating to interruption, failure or disconnection of mains gas, mains electricity or mains water to the Home;
- 5.18. Any replacement costs of replacing all radiators, towel rails etc.;
- 5.19. Replacement of any lead, steel or iron pipes as a result of rust, corrosion, general wear and tear and/or gradual deterioration;
- 5.20. Any parking costs paid by you to enable our Authorised Contractor to park near your Home to perform Emergency repairs;
- 5.21. Any claims relating to work carried out by you or any contractor appointed by you without our prior approval;
- 5.22. Any claims relating to Boilers or Central Heating System without evidence of routine maintenance (such as service documents) in the 12 months preceding the date of the claim in accordance with the manufacturer or Gas Safe recommendations;
- 5.23. Any parts that are neither selected nor supplied by the Company. Please note, provided compliance with any applicable regulations and local standards, our Authorised Contractors can fit an alternative part that you supply, but this part will not fall under our guarantees. Notwithstanding anything to the foregoing our Authorised Contractor is not under any obligation to fit alternative parts supplied by you for any claims relating to gas supply or central heating system;
- 5.24. Any events where we need to engage a specialist Authorised Contractor due to health and safety reasons, for example, to handle asbestos;
- 5.25. Any loss that arose due to damage incurred while the Home was unoccupied for 30 or more consecutive days;
- 5.26. Any claims relating to routine maintenance of items that are covered under this Service Agreement which are solely your responsibility;
- 5.27. Any loss or damage caused as a direct or indirect result of war, invasion, an act of a foreign enemy, revolution, rebellion, insurrection, an act of terrorism, civil war, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or other similar hazardous properties or other similar force majeure events.

6. Boiler Emergency Service Requests

Please check your copy of this Service Agreement to confirm if your circumstances are covered by this Service Agreement before reporting any Boiler Emergency to the Company. You acknowledge and accept that this is not a maintenance service agreement and your day to day general maintenance is not covered by this Service Agreement. You understand and accept that:

- 6.1. Any gas leaks that occur outside the boundary of your Home are not covered under this Service Agreement;
- 6.2. Any major Home Emergencies which could result in any loss of life or serious injury to any person or damage to the Home should be immediately reported to the Company and/or appropriate public emergency services;
- 6.3. If you have opted for a monthly payment option under this Service Agreement, the Company will only consider any Boiler Emergency call out if all your monthly payments have been paid on time from the Start Date of this Service Agreement including the month in which you request the call out, and there are no amounts outstanding;
- 6.4. All Boiler Emergencies that fall within the ambit of this Service Agreement must be reported to our Support Centre within 24 hours of such Emergency arising along with the details of the repair you require. You shall not make any alternative arrangements to resolve the issue without prior authorisation from our Support Centre. You understand and accept that your claim will not be considered as an Emergency if you fail to report it to our Support Centre within 24 hours from the time when the issue first arose, and we will not reimburse you for any costs that you may incur to rectify the issue without prior approval from our Support Centre;
- 6.5. If our Support Centre is of the view that your Emergency (and request for repairs as described by you) falls within the ambit of this Service Agreement, our Support Centre will appoint an Authorised Contractor to visit your Home and resolve the Emergency unless:
 - 6.5.1. The weather conditions are too bad;
 - 6.5.2. There are industrial disputes;
 - 6.5.3. There are any failures in public transportation systems; or
 - 6.5.4. There are any other problems that prevent our Authorised Contractor from accessing your Home or otherwise making it impossible to render the Service.

Please note that our Support Centre and our Authorised Contractors will carefully assess the risks and exercise their reasonable discretion in determining when and how the repair should be undertaken. The Company may delay or cancel any repairs without incurring any liability if carrying out such repairs poses health and

safety risk.

- 6.6. Our Authorised Contractor will directly invoice us for all costs that are covered under this Service Agreement, and you shall not make any payments directly to the Authorised Contractor excluding:
- 6.6.1. Any excess applicable;
 - 6.6.2. Call out charges in cases where there was no one present at the Home when our Authorised Contractor arrives;
 - 6.6.3. Any additional costs incurred in fitting replacement parts or components of a superior specification than the original upon your request;

6.7. Scheduling, Repairs and Damages

6.7.1. Scheduling

When scheduling your repairs, we will confirm the time of your repair with you by either phone or by email, depending on your preferred mode of communication. We make our best effort to organise your repairs promptly without undue delay.

Rescheduling by the Consumer

If for any reason you would like to reschedule your repair, please notify us at least 24 hours before the scheduled repair time by calling our Support Centre at 0800 5 999 777. Your failure to notify us at least 24 hours prior to the scheduled repair time will incur a cancellation fee of £30.

Rescheduling by the Company

The Company reserves the right to reschedule your repair appointment if our Authorised Contractor (who was appointed to carry out your repair) becomes ill or in the event of poor weather conditions. In such circumstances, we will make our best effort to inform you of the change in schedule as soon as practically possible, but you understand and accept that there may be occasions when we are unable to inform you of such change until the date of your repair.

6.7.2. Repairs

There may be instances when our Authorised Contractor may not be able to complete your repairs, such as:

- 6.7.2.1. When carrying out the repair would pose excessive health and safety risk such as that involved in the removal of asbestos;
- 6.7.2.2. When the subject matter of the repair is not compliant with applicable legal standards;
- 6.7.2.3. When the item that is the subject matter of repair has been recalled by the manufacturer; and
- 6.7.2.4. Any defects that result from any design faults.

6.7.3. Additional Work

During the course of performing your repairs, our Authorised Contractors may identify additional work that is needed to bring your Home up to current regulatory standards. You understand that such additional work will not be covered by this Service Agreement. If you decide to proceed with such additional work, you will be responsible for all costs associated with such additional work, including all cost of labour and parts.

Please note, although you are not under any legal obligation to accept any recommendations for additional work as made by our Authorised Contractors, you will not be able to apply for any subsequent repairs under the Service Agreement until you have complied with those recommendations or your Home has been deemed to be compliant with current regulatory standards by another accredited engineer. We will not proceed with any such additional work without discussing the costs of additional repairs and a pricing structure with you.

6.7.4. Replacement

The Company reserves all rights to use any replacement parts sourced from third parties, manufacturers or their approved distributor ("supplier/s"). We will contact you to schedule your repair as soon as we receive the spare part from our supplier. We disclaim all liability for any loss, damage or inconvenience arising from or associated with any delay in sourcing any parts or components.

Although we work with suppliers who stock all the common spare parts required to perform most Boiler repairs, in the unlikely event the component required for your repair is not available at any of our suppliers, or if we have been informed that sourcing the component will take more than 28 days, you understand and accept that we will not be able to complete your repair.

Please note, in the event, we are unable to source a replacement part required to carry out your repair, our obligation will be deemed to have been fulfilled when our Authorised Contractor performs the temporary

repair to resolve the emergency. We will not install parts that are not sourced from our suppliers.

6.7.5. Damages

Although our Authorised Contractors make their best effort to avoid causing damage to your property when performing your repairs, by requesting our Service and agreeing to repairs you accept that repairs may lead to some damage to your property.

The Company/Authorised Contractors will fill any holes and reassemble any fittings and features as required, but you understand and accept that we are not under any obligation to replace or repair any damage arising from existing fault. Our liability for damage is limited to willful negligence.

7. Manufacturer's Repair Service

For a select number of manufacturers, we may be able to offer you manufacturer's repair service. When you opt to use the manufacturer's repair service, you gain access to specialist skills of a manufacturer's engineer and any repairs conducted by the manufacturer's engineer have a minimum of 14 days warranty. In the event of any Breakdown within this 14 day warranty period, a Manufacturer's engineer will attend to the repair without any additional cost to you.

Please note that the manufacturer's repair service is not part of our Service Agreement with you and all costs of manufacturer's repair, including labour and parts, are solely for your own account.

You will be required to make an advance payment in order to request a manufacturer's repair service. Upon receipt of your payment, the manufacturer's engineer will be instructed to attend to your repair request. Any cancellations of manufacturer's repair service must be made at least 24 hours before the manufacturer's engineer is scheduled to visit your Home. Please note that any cancellations made less than 24 hours prior to the scheduled visit time will result in forfeiture of your advance payment.

You understand and accept that the manufacturer's engineer may use additional parts, but the engineer is not under any obligation to do so. If you have two different manufacturer's engineers attend to your service request, they may differ in their diagnosis. An engineer may use parts that were not previously advised or may not use any parts that we previously recommended. A manufacturer's engineer is not bound to follow the advice of another engineer and may diagnose and perform the repair independently. The Company will not assume any liability arising from any difference in opinion of the manufacturer's engineers.

Manufacturer's engineers will only attend to repairs of Boilers if the following conditions are met:

- The repair request pertains to a gas combination Boiler.
- You provide the manufacturer's engineer access to your Home and Boiler that need to be repaired including requests such as moving the furniture etc.
- The Boiler has been maintained and serviced with no signs of sludge.
- The Boiler has been installed according to the manufacturer's instructions or Gas Safe standards.

Notwithstanding anything to the foregoing, the manufacturer's repair service excludes:

- Flue, gas supply and central heating system to the Boiler; and/or
- Repair of any Boiler that is deemed Beyond Economical Repair or otherwise unrepairable by the engineer.

8. Your Obligations

You must:

8.1. Provide us with correct and complete information regarding the repair/issue including but not limited to answering our questions, sharing information about any visual errors on the Boiler that you have observed, when you first observed the issue, and whether you have previously attempted any repairs.

8.2. Provide our Authorised Contractor access to your Home and the item that requires repair. If our Authorised Contractor cannot access the item/your Home to effect any repairs, they are permitted to leave after obtaining confirmation of their attendance. In such cases, you will be required to pay a £30 attendance fee. Please note that if you have opted for a direct debit payment method, your account will be debited for the £30 attendance fee before we reschedule your repair appointment.

You understand and accept that our Authorised Contractors cannot perform any repairs that pose health and safety risk for them or if they are unable to access the item that needs repair. For any repairs that are required to be carried out in your loft, you agree to provide our Authorised Contractor access to the loft, including but not limited to, a fixed safe ladder, sufficient lighting and acceptable height and space to perform the repair.

8.3. Provide a suitable parking space for our Authorised Contractor to park their vehicle outside your Home during the scheduled appointment. In the event of paid parking, you shall cover all such parking charges incurred by our Authorised Contractor during your Home visit. Please note that our Authorised Contractors are authorised

to leave without performing the repair if you refuse to pay the parking fees, and you will incur a £30 attendance fee for such visits.

- 8.4. Obtain all necessary consent, permissions and authorisation from the property owner (if you do not own the Home) prior to scheduling repairs. You shall be solely responsible for any loss or damage incurred by you as a result of your failure to obtain necessary permissions.

9. Free Trial

The Company may offer the Boiler Cover to you on an introductory free trial basis. Free trials are for a fixed period and will expire on the specified date regardless of whether you used the service during the trial period or not. Your eligibility for the free trial is determined by the Company at its sole discretion. The Company may limit the eligibility to prevent any abuse of our free trial promotion.

The Company reserves the right to revoke your free trial and freeze your account if it determines that you are not eligible for a free trial. You will be requested to provide a valid payment method when you sign up for the free trial. Please note that your chosen payment method will be authorised for the full Membership Payment, according to your selected plan, at the time you sign up but your account will not be charged. At the end of the free trial period, we will charge your payment method for the full Membership Payment unless you cancel your membership before the end of the free trial period. If you are currently using our free trial, you can log in to “My Account” on our website and view our Membership Payment and free trial end date by clicking the “Service Contract” link.

You understand and accept that the Company uses free trials to increase its marketing reach; therefore, free trials may have some restrictions in combinations with other offers. You understand and accept that the free trial period is offered to you by the Company under this Service Agreement and by joining the free trial period you agree to abide by all applicable terms of this Service Agreement.

10. Payments

10.1. Membership Payments

You can select either a monthly or an annual payment plan for the Services provided by the Company under this Service Agreement. When you opt for a monthly payment plan, your Membership Payment as specified on your copy of this Service Agreement will be deducted by Direct Debit from your nominated bank account on the commencement of this Service Agreement and each month thereafter on an automatically recurring basis. You understand and accept that the provision of Services and benefits under this Service Agreement is subject to

the successful Membership Payment by you throughout the term of this Service Agreement. If in a given month you fail to make the full Membership Payment due and payable by you to the Company, the Company will not be under any obligation to cover your claim. For the avoidance of doubt, if we do not receive your full Membership Payment in any month, we will notify you of such non-payment, and the Service Agreement will be suspended by the Company without any further notice 30 days after the date when we received the last Membership Payment from you. You will not be able to make any claims while your membership is suspended. You may reactivate your account by paying all outstanding Membership Payments to the Company.

10.2. Excess

Whenever applicable, you will be responsible for making a non-refundable excess payment. You understand and accept that your claim will not progress until such time that you make your excess payment. Your refusal to make the excess payment will result in your claim being declined by the Company. Please note that your excess payment does not guarantee that a repair will be affected. We will require you to pay an Excess in the following circumstances:

- 10.2.1. Any mandatory Excess applicable to your Service Agreement which was negotiated at the time you entered into this Service Agreement and which consequently reduced your Membership Payment.
- 10.2.2. If your Boiler is at least 11 years old or over, you will be liable for a £75 mandatory Excess.
- 10.2.3. Any appliance that is at least five years old or over, you will be liable for a £75 mandatory Excess.

10.3. Security

Where our Support Centre determines that the reported issue is either a pre-existing or intermittent fault or where it is unclear whether the issue is covered under this Service Agreement, we may request you to pay a refundable security payment of £75. We will refund your full security payment provided our Authorised Contractor's investigation reveals that the reported issue is covered under this Service Agreement.

10.4. One-off Repairs and Pay-on-use

In the event you experience an emergency that is not covered under this Service Agreement, we can arrange one-off repairs that can be performed by our Authorised Contractor upon your request. You understand that you shall be solely responsible for the payment of all costs associated with such one-off repairs. For the avoidance of any doubt, this will not qualify as a claim under our Service Agreement. We will always discuss the cost of any one-off repairs with you and

before performing any repairs. One-off repairs are only available to our Consumers. You will be required to make an initial payment of £95, which is the cost of our Authorised Contractor's first visit. All subsequent costs of repairs will be payable for you.

11. Cancellations and Renewals

11.1. Cancellation Period

If you wish to cancel this Service Agreement, please write to us at WeServe 247, 20-22 Wenlock Road, London, England, N1 7GU or call us on 0800 5 999 777 within 14 days from the Start Date of this Service Agreement as displayed on your copy of this Service Agreement or the date when you received your copy of the Service Agreement, whichever is earliest (hereinafter "**Cancellation Period**").

Please note that we will not accept any cancellation requests submitted on your behalf by any third parties. All cancellation requests must be made either by you or your Consumer Representative. Subject to the provisions of this Service Agreement, we will refund the full Membership Payment made by you if you cancel this Service Agreement within the Cancellation Period. The Cancellation Period provided in this Service Agreement includes your statutory right to cancel this Service Agreement within 14 days from the date of purchase or the date when you receive your copy of the Service Agreement, whichever is earliest.

All claims submitted during the 14-day cancellation period are subject to a non-refundable £95 excess payment. Your claim will be declined if it is later discovered that the claim was for a fault that was either a pre-existing issue or an intermittent fault. In such events, we may offer you our Service on a Pay-on-use basis where you will be solely responsible for the full costs of such repairs, including any cost of labour and parts required to perform the repair.

Please note:

- 1.1.1. If you opt for a monthly Direct Debit, you will qualify to receive a full refund of your Membership Payment provided you cancel this Service Agreement within the Cancellation Period. However, if you cancel this Service Agreement after the Cancellation Period and you have made an **'eligible claim'** (claims where our Authorised Contractor visits your Home to perform any repairs or Boiler Service) you will incur a cancellation fee that is currently £120 excluding VAT.
- 1.1.2. If you opt to pay for your membership annually and you cancel your Service Agreement within the Cancellation Period, you will qualify for a refund of your Membership Payment less any costs of your claims paid by the Company prior to your cancellation. If you opt to cancel your

membership after the cancellation period and you have not made any eligible claim, you will receive a refund on a pro-rata basis for the unused portion of your membership after the Company deducts any monthly fees owed by you. If you cancel your membership after the Cancellation Period and you have made an eligible claim, you will incur a cancellation fee that is currently £120 excluding VAT in addition to any costs of your claims paid by the Company prior to your cancellation.

- 1.1.3. You will always be responsible for payment for any services that are not covered by this Service Agreement.
- 1.2. Please note, if you wish to cancel this Service Agreement after the cancellation period, you should do so prior to the automatic renewal date of the Service Agreement by giving at least 30 days written notice of cancellation to the Company. Unless cancelled by you or the Company in accordance with the provisions of this Service Agreement, upon receipt of your full Membership Payment, your Service Agreement will automatically renew for a subsequent protection period. If you have opted for our annual plan, your account will be automatically billed for the full annual Membership Payment. In the event of any changes in our Membership Payment that requires you to pay a higher amount than you were previously quoted, we will notify you prior to the renewal date of this Service Agreement. If we do not receive your cancellation request, we will deem it as your acceptance of our renewed quote and your membership will automatically renew. Your Membership Payment may be influenced by factors including but not limited to the frequency of your claims and inflation rate.

12. General Conditions

- 12.1. You may not assign any rights or obligations under this Service Agreement to any Third-Party.
- 12.2. You agree to cooperate with the Company and our Authorised Contractor during the performance of repairs including providing access to your Home and item that needs to be repaired such as moving the furniture and/or following our Authorised Contractor's advice.
- 12.3. We reserve the right to cancel this Service Agreement if you provide us with false, misleading or inaccurate information or if you act in a dishonest or fraudulent manner to obtain a cover under this Service Agreement.
- 12.4. We reserve the right to record your phone calls to our Support Centre for quality assurance and training purposes.
- 12.5. You agree to take all reasonable care in maintaining your Home and equipment

in good condition to prevent any loss or damage from misuse and negligence. You understand and accept that the Company reserves the right to decline any claims arising as a result of negligence and misuse.

12.6. Any use of abusive language, intimidation, threat, aggressive or other inappropriate behaviour towards our Authorised Contractor will be a cause of immediate termination of this Service Agreement.

12.7. Fraud

You shall act honestly in all your interactions with the Company, its Support Centre and Authorised Contractors. If you or your Consumer Representative makes any claim under this Service Agreement that is fraudulent/false or submits any information or document to the Company that is false/forged, the Company shall have the right to:

- 12.7.1. decline your claim without incurring any liability for your Emergency;
- 12.7.2. forward your details to the Police and fraud prevention agencies;
- 12.7.3. recover from you any costs paid from the initial Start Date of this Service Agreement.

13. Amendments

The Company reserves the right to change any provision of this Service Agreement and/or to cancel this Service Agreement. In the event we make any changes to the terms and conditions of this Service Agreement or where we make any changes to the Membership Payment, we will notify you of such change in advance. Where we make any changes that are effective immediately, we will update your My Account to reflect such changes. We may make changes for reasons including but not limited to:

- 13.1. To make changes to the wording of this Service Agreement that does not affect your rights or obligations;
- 13.2. To reflect any changes in the law including but not limited to tax rates;
- 13.3. To reflect any changes to the costs of providing the service under this Service Agreement to you;
- 13.4. To cover any ancillary costs of providing our Services to you such as the cost of change in our systems/technology etc.

At our absolute sole discretion, we reserve the right to cancel this Service Agreement at any time without providing any reasons for our cancellation or prior notice to you.

14. Privacy

We are committed to protecting your privacy. We process all personal data in compliance with the Data Protection Act, 2018. We may use your personal data to handle your claims, your membership, for recovering any debts, for training our staff, to fulfil our regulatory/legal obligations, to safeguard against any fraud and other similar purposes.

Sharing your personal data

We will only share your personal data with other individuals/entities when it is essential for fulfilling our obligations or when exercising our rights under this Service Agreement, for example, we will share your personal data such as your name, address and the repair required with our Authorised Contractor who performs the services on our behalf as well as communicating with the manufacturer to obtain any parts required for your repair. In addition to the foregoing, we may also share your personal data with third parties under the following circumstances:

- Merger and Acquisition
In the event we undergo a merger or acquisition, your personal data will be transferred to the new entity, and we will notify you of such occurrence in advance.
- Debt Collection
Please note that in the event you fail to make any payments due and payable to the Company, we reserve the right to transfer your debt to a third-party debt collection agency and your personal data will be shared with such third-party entity. Your personal data will be used for the recovery of our outstanding payments.
- Fraud Prevention
In accordance with the provisions of this Service Agreement, we may share your personal data with relevant fraud prevention and credit reference agencies.

Your Rights

You have the right to request us to stop processing your personal data for any direct marketing purposes, to receive a copy of personal data that we hold about you, to have any inaccurate personal data rectified, and to lodge a complaint with the Information Commissioner's Office.

Data Retention

We will not retain your personal data for longer than necessary. All personal data will be retained in accordance with our data retention policies.

15. Your Contracts

15.1. Special Categories of Personal Data

You hereby authorise and grant your express consent to the Company to transfer/share your personal data, including any personal data that falls within the definition of “special categories of personal data” as defined in Article 9 of the General Data Protection Regulation 2016/679 as and when required in accordance with the provisions of this Service Agreement.

15.2. If you ever need to discuss your Service Agreement with the Company, please contact our Support Centre or write to us at our registered Company address.

15.3. The Company will collect all Membership Payment from you in accordance with your instructions.

15.4. The Company will only amend the Terms and Conditions of this Service Agreement for reasons specified under the section titled “Amendments” in this Service Agreement or for legal/regulatory reasons. All changes will be reflected in your “My Account” page on our website. Please take the time to periodically review your “My Account” page and familiarise yourself with all changes. We will not send written correspondence notifying you of all such changes. If you wish to cancel this Service Agreement, you may do in accordance with the section titled “Cancellations and Renewals” in this Service Agreement.

15.5. If in the future we enter into any agreement with any new underwriter(s) for any part or whole of this Service Agreement, we will notify you and provide you with any relevant information such as the details of any amendments to the terms and conditions of this Service Agreement.

15.6. Notwithstanding anything to the contrary, the Company will notify you, if in the future we transfer any part or whole administration of your Service Agreement to another entity to provide you with the details of such a new entity and to provide you information on any changes to the terms and conditions of this Service Agreement. You hereby authorise the Company to transfer your personal data, including special categories of personal data to such a new entity and consent to such new entity being able to offer the Service to you. You may withdraw your consent from this Service Agreement by writing to us at our registered Company address.

16. Complaints Procedure

Although we strive to maintain the highest professional and ethical standards in all our interactions with you, we understand that there may be circumstances in which you are not satisfied with our Service. In such circumstances, we would encourage you to reach

out to us and allow us the opportunity to resolve the issue. Only the person who is named in your copy of the Service Agreement or Consumer's Representative can make a formal complaint using our online dispute resolution dashboard.

We strive to investigate and resolve all complaints as soon as practically possible. If we believe that your complaint requires more time, we will notify you of the same, and we will make our best effort to provide you with our final response within eight weeks from the time you initially made your complaint.

If you are dissatisfied with our response or if we have not responded to you within eight weeks, you may exercise your statutory right as a Consumer. You can learn more by contacting your local Trading Standards Service or Citizens Advice Bureau.

Alternative Dispute Resolution: Mediation

You may also request a referral to our Mediation Department, where our trained mediators will review your complaint afresh. Mediation is only offered upon Consumer's specific request. The mediation will be conducted by phone at a date and time agreed with the Consumer or the Consumer's representative and can only be carried out with either the person named on the Consumer's copy of this Service Agreement or the Consumer's Representative.

17. About WeServe 247 Service Agreement

As we are not an insurance company and we do not offer any insurance products, we are not registered with the Financial Conduct Authority. We only offer a servicing membership which enables us to offer great Service to our Consumers while keeping the costs of our services low.

18. Applicable Law

This Service Agreement shall be construed and governed in accordance with the laws of England and Wales. Both parties submit to the exclusive jurisdiction of courts of England and Wales to bring any claims and actions arising out of this Service Agreement unless the Consumer's Home is located in Scotland in which case the law of Scotland shall be applicable.

Contracts (Right of Third Parties) Act 1999

This Service Agreement is only enforceable by and between the Parties, and any person who is not a party to this contract has no right to enforce this agreement, under the Contracts Act 1999.

Data Protection Act 2018

All personal data processed by us will be processed in compliance with the Data Protection Act 2018.

19. Contacts

24 hour Home Emergency: 0800 5 999 777
(Please call within 24 hours of discovering the Home Emergency)

Support Centre: 0800 5 999 777
(Lines open all weekdays between 09:00 and 18:00)

Company Address: WeServe 247
20-22 Wenlock Road,
London,
England,
N1 7GU