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## TERMS AND CONDITIONS

**\*All contracts of services are subject to a maximum of £500 repair work per year per appliance**

For your benefit, it is important that you fully read these terms and conditions (Including the 'special conditions' section) We will intend to rely on these terms and conditions.

### DEFINITIONS

Plan: Contract of services Product(s): The goods protected within this plan, as shown on your plan certificate We/Us/Our: Home Sweet Home Utilities Ltd, The provider of this plan You/Your: The person named on this plan Your Certificate: The personalised section of your plan documentation pack, this is sent to you upon starting a plan with us.

### ELIGIBILITY

The product must reside in the United Kingdom and you must be over the age of 18 years old. The product(s) must be in good working order when the plan starts. Contract of services This plan is not categorized as an insurance product and therefore insurance regulation does not apply. The plan is a contract of services and is governed by the applicable UK laws and regulations concerning service contracts.

### YOUR OBLIGATIONS AND IMPORTANT CONDITIONS

-You must provide us with any information that we request when arranging this plan. Any information must be truthful and must not be false, exaggerated or misleading. -Your product must have been installed, maintained and used in

accordance with the manufacturer's instructions - Your product must be owned by you and kept only for domestic use. -Your product must be used in a private home, solely occupied by a single household (at the address you confirmed to us) - Your appliance must not be over the value of £500 Your product must be easily accessible, meet all the relevant safety standards and be safe to work on Your product (If able to store certain information) must not contain any content we consider to be illegal; we reserve the right to inform the relevant authorities. OBLIGATIONS It will be your responsibility to ensure that your appliance is accessible, compliant with all safety standards and safe to work on, for example; you will be responsible for carrying out work should there be an issue with your electric or gas supply. We will not provide services until you have fulfilled these obligations and provided us with the relevant certification where applicable. Failure to comply with these obligations and conditions will result in us terminating your plan and suppressing your details.

### WHAT THIS PLAN INCLUDES

#### Breakdown

If your appliance suffers a mechanical, electrical or accidental breakdown and the manufacturer's guarantee has expired, we will try to resolve the problem over the telephone. If we are unable to resolve the problem over the telephone, we will, at our discretion, decide to approve a repair and authorise an engineer to carry out your repair, or we may decide to pay a contribution towards the cost of a replacement product, in each case subject to our terms and conditions. The stop fraudulent claims, **there is a £100 excess for any claim made within the first 21 days of the plan start date.**

#### Repair Information

All information requested by us must be provided in order that a repair may be agreed. Only engineers approved by us are authorised to carry out repairs under this service agreement unless we agree otherwise in advance. Repairs will be carried out within the engineers normal working

hours, i.e. Monday - Friday, 9:00 – 17:30 hours, on a date agreed with by you. If your appliance breaks down you must take reasonable steps to limit any further damage, i.e.; stop using it if it is likely to cause further damage. If we are unable to find an approved engineer we will permit you to use your chosen engineer, however you will need to provide us with their information in the first instance in order that we may discuss the repair and the conditions of your service agreement with them in advance of the repair.

### **Repairs and Write offs**

If a repair is approved but we are unable to repair, it or; we are unable to obtain the parts or; the part is uneconomical to repair; then we will agree a cash settlement with you instead. Under this service agreement you may receive a replacement appliance however we will not be responsible for any installation required or disposal of the old product. If your appliance is deemed written off and a cash settlement is agreed, your service agreement will end with immediate effect and any unpaid fee for the 12-month period will be due to us. Any unpaid fees may be deducted from the cash settlement. If we decide not to approve a repair request which would otherwise fall within the terms of your service agreement, we will inform you and all fee payments made in the current period of your service agreement will be refunded and your service agreement will end with immediate effect.

### **GENERAL EXCLUSIONS**

Unless they are listed under the 'Special Conditions' or 'what this plan includes' section, we will not approve work or payments for, or arising from; -Damage caused by deliberate action from you or another third party, animals, plants or trees -Damage due to delivery, installation or transportation from a third party. -Any breakdown cost already covered by any manufacturers; suppliers guarantee on the product(s). - Replacement or recall of the product(s) by the supplier or manufacturer. -Any breakdown arising due to gas, water or electric supply. -Routine Maintenance, servicing and re-gassing -Cosmetic Damage such as damage to paintwork, dents or

scratches -Loss, Damage or impairment to the product(s) due to war, terrorism, riot, civil commotion or man-made events (such as computer viruses or data change faults) flood, lightening, fire, wind, humidity, weather conditions, salt spray, natural events or catastrophes, abnormally high or low temperatures, plumbing problems, corrosion, chemical or radiation exposure, explosion, sabotage -Any product(s) not under the plan - Repairs or any work or use of spare parts not approved by us. -Commercial or business use including use by charities, not-for-profit organisations, local authorities or any similar organisations (Unless we agree to the use within writing) -Modifying or making the product(s) comply with legislation, work on the product that is only required due to legislation changes or making is safety accessible. -Costs for persistent callouts where no fault is found with your product(s). -Repairs outside of the United Kingdom -Costs or loss arising from not being able to use your product(s) - Fraud or attempted fraud where the condition of the product(s) is not consistent with the details we hold and with the request you made. -Any work arising from hard water scale deposits or sludge in the system. -The cost of replacing any accessories including; 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, lights, 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 printer, scanners, printer toners, cartridges and ribbons. -for products that include software: external data carriers, input devices (e.g. joysticks, scanners, mouse devices), installing, modifying or upgrading software -For products with screens: Cosmetic marks on the screen, screen burn and repairs due to pixel failure which doesn't exceed the manufacturers acceptable limit, software interface problems, attached satellite or cable systems or gaining access to cables within the fabric of the wall(s)

## **SPECIAL EXCLUSIONS**

In addition to the 'General exclusions' above we will not approve work or payments for, or arising from; -AGA's, Gas Tumble dryers or any product that has a value of over £500

## **PAYMENT OF YOUR FEE**

If you pay for your service agreement via direct debit you must make regular payments as agreed. If we are unable to collect a payment from your bank on the date agreed, we may attempt to take payment again unless you advise us otherwise. If we are unable to collect any payment which is due, your service agreement will be suspended, and you will not be able to make use of the service agreement should you require a repair until any missed payments have been collected. Alternatively, if you choose to pay the full year in one payment, you will need to pay this in full before the plan starts. If payment is not received, your service agreement will be suspended from the commencement date and no request for repairs will be considered unless payment is received in full. We may use a collection agency to recover any amount owing to us.

## **DURATION AND RENEWAL OF YOUR PLAN**

-The plan commences on the date shown on your certificate documentation and continues for a 12-month period with the option for the customer to renew thereafter. We will contact you 30 days before the contact of services is due to expire to establish if you would like to renew the plan. -If you choose to pay via Direct Debit, your plan will renew every Month/Quarter at renewal unless you tell us otherwise. At the end of the 12-month period, if we are unable to contact you, your 12-month renewal will continue unless you choose otherwise. -if you pay by any other method, you will need to make a payment for your plan to continue. We reserve the right to not offer you a renewal on your plan.

## **CANCELLATION AND TERMINATION**

- You have a fourteen (14) day cooling off period from the receipt of your documentation or from the start date of your plan, whichever is later. -If

you change your mind within the cooling off period, you can cancel the plan and we will refund any fee paid. -If your plan automatically ends or is cancelled by us, these rights do not apply (see 'Our rights to cancel and terminate your plan' below -If you cancel after the cooling off period and have not received a repair, we will refund the remaining full months of your plan minus a £25 admin fee -If you cancel after the cooling off period and have received a repair, no refund will be given and any outstanding fees for the full duration (12 months) of your plan will be due and must be paid.

## **HOW TO CANCEL**

If you wish to cancel the plan, please contact us on 0800 689 0115 (9am – 5:30pm, Mon-Fri) or via email at [info@homesweethomeutilities.com](mailto:info@homesweethomeutilities.com) You can also write to us at the address specified in the 'Customer Service Details' section. If you are paying by Direct Debit and tell your bank to cancel your Direct Debit instruction, but do not contact us first, we will not immediately cancel the plan. If you do wish the cancel, please contact us directly to avoid any communications regarding outstanding payments.

## **OUR RIGHT TO CANCEL AND TERMINATE YOUR PLAN**

-If you fail to comply with certain conditions and obligations (see 'your obligations and important conditions' section) we may terminate your plan and we won't provide any further services to you under the plan. We'll refund all fee payments you have made during the current period. You must pay for any costs incurred from repairs, replacements, or cash settlements within the current period. -We reserve the right to cancel your plan by giving you 'fourteen (14) days' notice. If we cancel your plan using this provision, you will receive a pro-rata refund of the fee paid for the remaining unexpired days of your plan. In each case, we'll confirm the cancellation or termination over the telephone on a recorded line or via writing to the last address you gave us.

## **CUSTOMER SERVICE DETAILS**

-For customer service: call 0800 689 0115 or, email us to [info@homesweethomeutilities.com](mailto:info@homesweethomeutilities.com) or fill out an online form on our website ([www.homesweethomeutilities.com](http://www.homesweethomeutilities.com)). Calls may be recorded and monitored for quality and training purposes and no costs will be incurred as we provide a freephone number as seen above. Lines are open from 9am – 5:30pm Monday – Friday (Except for public holidays)

#### **HOW TO COMPLAIN**

If you wish to complain, please contact us using the information provided in the 'Customer Service Details' section above.

#### **NEW OWNERSHIP OF THE PLAN VIA TRANSFER**

With our permission, you may transfer the plan to a new owner of the product by giving us their details in writing or telephone. The new owner must confirm ownership before the transfer is completed.

#### **CHANGES TO THE TERMS AND CONDITIONS**

From time to time, we may amend our terms and conditions to rectify errors or to reflect changes in the scope of the subscription provided. In addition to this and in order that we may comply with the law, regulations, and codes of practice, we may need to change or amend our terms and conditions. We will give you 30 days' notice of any such changes that could influence your rights or obligations.

#### **DATA PROTECTION**

Home Sweet Home Utilities will use the information supplied by you to maintain the Plan requested; for administration purposes including the recovery of any monies owed to us; and to arrange repairs to your system. We may also use your information to contact you further to inform you of any new products or offers which we feel may be of interest to you unless you have asked us not to. You as a customer have the right to be informed, the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability, the right to object, rights in relation to automated

decision making and profiling of the data we hold of you. For more information about what information we hold, please contact the data protection officer via writing using the details provided under "company details".

#### **EXCLUSION OF THIRD-PARTY RIGHTS**

This plan is for the benefit of you and you only. No rights or benefits will be given to any other third party under the plan.

#### **GOVERNING LAW AND STATUTORY RIGHTS**

English law will apply unless we agree otherwise with you. Nothing in the terms and conditions will affect or reduce your statutory rights; please contact your local authority Trading Standards Department or Citizens Advice Bureau.

#### **CUSTOMERS WITH DISABILITIES**

If you are disabled and wish to have the documents in Large Print or Audio formats, please contact us (see 'Customer Service Details' section above). to safeguard ourselves and our customers, if any plan is set up and the customer suffers from any disability which can hinder decisions over the phone e.g. Alzheimer's and Dementia, we will ensure that all fees paid are refunded and the customers details are suppressed from our systems. In all cases, we will also contact our data provider to get their details suppressed off also. Our outbound sales team are trained to identify if a customer is classed as vulnerable however we do understand in some cases, customers with such disabilities can get through and once notified we will take immediate action to protect that customer.

#### **COMPANY INFORMATION**

This plan is provided by Home Sweet Home utilities which is registered in England & Wales. Company No 11713172.

Correspondence Address: 124 City Road, London, England, EC1V 2NX

Contact Number: 0800 689 0115

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