



# **TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS & SERVICES**

**Homely Energy Ltd**

***Last revision: 17/10/2019***



These Conditions, together with any and all other documents referred to herein, set out the terms on which we provide our services and subscriptions (together “Services”) to registered account holders through our Website. Please read these Conditions carefully before you submit your order to us, and ensure that you understand them before purchasing any of our Services. You will be required to accept these Conditions when ordering our Services.

If you do not agree to comply with and be bound by these Conditions, you will not be able to purchase our Services. Use of our Website is subject to our Website Terms of Use. Please ensure that you have read them carefully and that you understand them.

The Website is owned and operated by Homely Energy Ltd, Registered Number 11491139, (the “**Supplier**”) whose registered office is at Flat 26 Maple Court, Oak House, 1 Moseley Road, Manchester, United Kingdom, M14 6HX.

All personal information that we may collect from you will be collected, used and held in accordance with our [Privacy Policy](#) and your rights under data protection legislation.

### Customer Support

All Customers will receive full customer support in regards to any questions to the Supplier’s Services whilst they continue to make the yearly payments for the Service provided. Customers can get in touch with the Supplier’s customer service at any time by email ([info@homelyenergy.com](mailto:info@homelyenergy.com)) or through the Website’s chat plugin.

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134 say that we must give you certain key information before a legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy.

If you have purchased any Hardware or the Heating Services from us, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your Hardware or taking out the Heating Services, in most cases, you can change your mind and get a full refund.

### If you purchase Hardware:

The Consumer Rights Act 2015 says your Hardware must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your Hardware you’re entitled to the following:

- a) up to 30 days: if your Hardware is faulty, then you can get a refund;

- b) up to six months: if the Hardware can't be repaired or replaced, then you're entitled to a full refund, in most cases;
- c) up to six years: if the Hardware does not last a reasonable length of time, you may be entitled to some money back.

For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.

The information above summarises some of your key rights and is not intended to replace the contract below which you should read carefully.

## AGREED TERMS

### 1. Interpretation

**1.1. Definitions.** In these Conditions, the following definitions apply:

- 1.1.1. App:** the application which is developed and owned by the Supplier and which can be made available to the Customer and used by the Customer in order to use the Services.
- 1.1.2. Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- 1.1.3. Charges:** the charges payable by the Customer for the supply of the Services purchased via our Website in accordance with clause 7 ("Charges and Payment") below.
- 1.1.4. Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with the Conditions.
- 1.1.5. Contract:** the agreement and contract between the Supplier and the Customer for the supply of the Services in accordance with these Conditions and any other terms referred to herein.
- 1.1.6. Customer:** the person or firm who purchases the Services from the Supplier.
- 1.1.7. Hardware:** the internet connected smart smart thermostat developed and manufactured by the Supplier which is to be supplied by the Supplier to the Customer that allows the Supplier to monitor customers' heating system and building data in the Customer's home, and which is wired to a customers' heating system and will connect to the internet over WiFi or an onboard GSM module. These Conditions only govern Hardware purchased and supplied by

the Supplier. Any hardware or services supplied by any third parties are expressly excluded from these Conditions.

**1.1.8. Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**1.1.9. Order:** the Customer's order for Services as set out on the confirmation email sent by the Supplier after the purchase of the Services ("**Confirmation email**").

**1.1.10. Services:** the Services selected by the Customer and then supplied by the Supplier to the Customer as specified in the Confirmation email, which may include the provision of heating analytics which sit online and sends information to the Hardware to control the heating. It includes storing data of the internal temperature of the Customer and algorithms that will derive the heating schedule of the Customer's home. ("Heating Services") via our Website or App and/or the provision of Hardware, depending on the option that you have selected.

**1.1.11. Specification:** any specification for the Hardware, including any related plans and drawings referred to in the Order.

**1.1.12. Website:** the website at ([www.homelyenergy.com](http://www.homelyenergy.com)) and any associated application the Supplier makes available on which these Conditions also appear.

**1.2. Construction.** In these Conditions, the following rules apply:

**1.2.1.a person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

**1.2.2.a** reference to a party includes its personal representatives, successors and permitted assigns;

**1.2.3.a** reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted includes any subordinate

legislation made under that statute or statutory provision as amended or re-enacted;

1.2.4.any obligation on a party not to do something includes an obligation not to allow that thing to be done;

1.2.5.any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.6.a reference to **writing** or **written** includes faxes and emails.

## 2. Age Restrictions and Basis of contract

2.1.Customers may only purchase the Services through the Website if they are at least 16 years of age.

2.2.The Website will guide the Customer through the process of ordering our Services. The Customer ordering our Services constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.3.The Order shall only be deemed to be accepted when the Supplier issues an email confirmation of the Order, at which point and on which date the Contract shall come into existence. Order confirmations will include details of the Services purchased, including its duration (including the start date and renewal/expiry date), price and full details of the main characteristics of the Services available as part of it.

2.4.The Contract constitutes the entire agreement between the parties in relation to its subject matter. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.5.Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's promotional materials, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.6.These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## 3.Supply of Services

- 3.1. The Supplier's acceptance of the Customer's Order will take place when the Supplier sends the Customer the Confirmation Email to the Customer to accept it, at which point a contract will come into existence between the Customer and the Supplier.
- 3.2. If the Supplier is unable to accept the Customer's Order, the Supplier will inform the Customer of this and will not charge the Customer for Services. This might be because the Hardware is out of stock, because of unexpected limits on the Supplier's resources which the Supplier could not reasonably plan for, because the Supplier has identified an error in the price or description of the Services, or because the Supplier is unable to meet a delivery deadline the Customer has specified.
- 3.3. Depending on the Services which have been selected by the Customer (and as further defined in the Confirmation Email), the Supplier shall supply one or more of the following Services (being goods and/or services) to the Customer, which includes but is not limited to:
- 3.3.1. The supply of the Hardware (if chosen by the Customer in the Order); and/or
  - 3.3.2. The supply of Services of the Supplier's Standard Service (as defined in clause 3.3.3 below), and at the Customer's option, the MMSP (as defined in clause 3.3.4 below).
  - 3.3.3. The Supplier's standard service (**which is its standard offering**) includes:  
The Standard Service mean: Customers who sign up for the Supplier's Service will be able to use the Supplier's mobile app to control their heating remotely. The Customer's heating system can be connected to the internet either using the Supplier's Hardware or a third-party hardware. As part of the standard service, the Supplier will use data collected to analyse the Customer's building (estimate how long it takes for the house to heat up – when heating is on; and how long it takes for the house to cool down – when heating is off). For the standard service, the Supplier will also use outside weather forecasts, electricity prices as provided by any energy supplier or directly provided by the Customer and electricity grid carbon intensity. This information together with the information provided on the times when the Customer is home and their preferred temperature set-points will then be used to devise and communicate an optimal heating schedule for the individual heat pumps. When heat pumps are controlled using the optimal schedules (either by the Supplier's Hardware or third-party hardware).
  - 3.3.4. The Metering and Monitoring Service Package (MMSP) includes: In addition to the Standard Service the Supplier shall also monitor equipment required to be installed as part of the Metering and Monitoring Service Package (more information on MMSP can be found on ofgem website -

<https://www.ofgem.gov.uk/publications-and-updates/factsheet-metering-and-monitoring-service-package-domestic-rhi>. As part of the MMSP, the Supplier will read data from third party hardware using the Supplier's Hardware additional third party equipment and store it in the Supplier's database so that ofgem can access this data. For providing this data to the government, the Customer's may receive additional payments from the UK government. The Supplier has no involvement in and is not liable for any decision or failure by the UK government to make such payments.

- 3.4. The Supplier shall not install the Hardware and makes no guarantees to the quality of the installation. If the Supplier's Hardware is required, it must be installed by a third party. This can be any qualified engineer who by law can deal with customers' heating system. The choice of who installs the Hardware is at the Customer's sole discretion.
- 3.5. Our Services may change from time to time. These changes to our Services will be made clear on our Website. We reserve the right to introduce new Services that differ in cost.
- 3.6. Customers are allowed to change their Service immediately or upon the end of their current service terms, subject to a potential additional fee.
- 3.7. The delivery of the Services may be dependant on third-party services. The Customer may have to subscribe to a third party energy supplier offering variable tariffs in order for us to provide some/all of our Services. The Supplier is not directly affiliated with these third party energy suppliers and any contract the Customer has with those third parties is governed solely by the terms and conditions of those third parties. You should therefore carefully check the terms of any contractual documents. The Supplier is not liable for your relationship with third parties.
- 3.8. The Supplier relies on internet connection to provide its Services. This can be third party broadband provider for the Customer in Customer's home or the Supplier's GSM module that still relies on third party network provider. It is the Customer's responsibility to procure an internet connection.
- 3.9. The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence, save where otherwise required by the Customer's statutory rights.
- 3.10. From time to time the Supplier may let the Customers try certain extra things for no additional charge, for example as part of a trial or for promotional purposes. However, these won't form part of the Services under these Conditions and the Supplier has the right to withdraw them at any time and without giving notice.

- 3.11. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.12. The Supplier may decide to alter the Services for reasons of quality of service, for the benefit of Customers or, if in the Supplier's reasonable opinion, it is necessary to do so in order to continue to provide the Services.
- 3.13. The Supplier may withdraw the Customer's chosen Services package for commercial or operational reasons or if the Supplier is unable to continue providing it for matters beyond the Supplier's reasonable control.
- 3.14. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.15. If the Supplier decides to withdraw or modify the Services, the Supplier will move the Customer on to the Supplier's nearest equivalent or better current package, unless the Customer asks the Supplier to move to another more expensive package. If the package the Supplier has decided to remove causes the price to increase, the Supplier shall give the Customer notice of the change(s) at least 30 days before the changes take effect and the Customer may cancel the services affected.
- 3.16. The Supplier does not warrant or guarantee that the Services will result in more beneficial or less-costly heating bills for the Customer or that the Customer will save money on the energy bill by using the Services.

#### **4. Customer's obligations**

##### **4.1. The Customer shall:**

- 4.1.1. ensure that the terms of the Order and any information it provides in the Order are complete and accurate;
- 4.1.2. cooperate with the Supplier in all matters relating to the Services;
- 4.1.3. provide the Supplier, its employees, agents, consultants and subcontractors with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier in order to supply the Services;
- 4.1.4. provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate and kept up-to-date in all material respects;



- 4.1.5. prepare the Customer's premises for the supply of the Services, as the Supplier may reasonably require in order to supply the Services;
  - 4.1.6. in the case where a constant temperature must be kept in the Customer's property (or the property that is concerned by the Services if this is not the Customer's main residence) and is of crucial importance (such as in the event of a baby or elderly user), the Customer must notify the Supplier as soon as possible;
  - 4.1.7. in the settings screen of the App, Customers should set the lowest temperature allowed in the building and the Supplier shall take all reasonable care and use all commercially reasonable efforts so that the temperature of the building does not fall below this minimum level.
  - 4.1.8. in the case of any issues, the Customer should contact the Supplier's customer service as soon as possible;
  - 4.1.9. if the Customer moves home, the Customer must inform the Supplier as soon as is reasonably practical. The Customer shall be entitled to take any Hardware with him/her and to benefit from the Services under these Conditions in his/her new home. The Supplier will not cover the cost of installation of any Hardware or any other set-up or installation costs in the Customer's new home. The Supplier shall not cover the costs of removal of any Hardware; and
  - 4.1.10. where applicable, obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start.
- 4.2. The Customer is responsible for the way the Hardware and Services are used. The Customer must not do any of the following acts or allow anyone else to do the following acts in relation to the Hardware or Services:
- 4.2.1. break, or circumvent (or attempt to do so), the security of the Supplier's network, equipment, content, Hardware or software;
  - 4.2.2. copy, distribute, make available, attempt to disassemble, decompile, create derivative works of, reverse-engineer, modify, sub-license, or use for any other purposes any software or equipment. The Customer agrees not to use any data mining, robots, scraping or similar data gathering methods;
  - 4.2.3. use the Services in a way that: risks degradation of services to other Customers; puts the Supplier's network at risk; is not in keeping with the

reasonable expectations of a residential customer; and/or breaks the law or infringes the rights of any other person;

4.2.4. take any action that imposes an unreasonable load on the Services' infrastructure; and

4.2.5. use any device, software or routine to interfere or attempt to interfere with the proper working of the Services or any activity being conducted on the Services.

4.3. Any of the actions in clause 4.1 and 4.2 shall be considered “**Customer Default**” and shall incur the following effects:

4.3.1. The Supplier shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Customer remedies the Customer Default, and rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays this performance;

4.3.2. The Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4; and

4.3.3. The Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

4.4. Connection to the internet:

4.4.1. The Hardware will connect to the internet over wifi unless otherwise specified. It is the Customer's responsibility to make sure the Hardware is not too far from the router. If it is, the Customer will need to purchase a wifi range extender from reputable vendor. The Supplier is not responsible for the wifi connection strength.

4.4.2. Information on the signal strength of the wifi will be provided through the App.

4.4.3. If the internet connection has been lost, the Customer needs to reconnect the smart thermostat equipment to the Hardware by following the instructions as set out in the instruction manual which can be found on our Website or by emailing the Supplier at [info@homelyenergy.com](mailto:info@homelyenergy.com).

## 5. Hardware and Heating Services - Customer Legal Rights

- 5.1. Our Hardware may vary slightly from the pictures provided. The images of the Hardware on the Supplier's Website are for illustrative purposes only. Although the Supplier has made every effort to display the colours accurately, it cannot guarantee that a device's display of the colours accurately reflects the colour of the Hardware.
- 5.2. The packaging of the Hardware may vary from that shown in images on the Supplier's Website.
- 5.3. If you have any questions or complaints about the Hardware, please contact the Supplier's customer service team.

## 6. Quality of the Hardware

- 6.1. The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Hardware shall:
  - 6.1.1. conform in all material respects with their description and the Specification; and
  - 6.1.2. be free from material defects in material and workmanship.
- 6.2. Clause 6.1 is dependent on the following conditions being met by the Customer (if applicable):
  - 6.2.1. the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that the Hardware does not comply with the warranty set out in clause 6.1.;
  - 6.2.2. the Supplier is given a reasonable opportunity of examining such Hardware; and
  - 6.2.3. the Customer (if asked to do so by the Supplier) returns the Hardware to the Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Hardware and retain any defective parts.
- 6.3. The Supplier shall not be liable for the Hardware's failure to comply with the warranty set out in clause 6.1. in any of the following events:
  - 6.3.1. the defect arises because the Customer failed to follow the Supplier's written instructions as to the storage, commissioning, installation, use and maintenance of the Hardware;

6.3.2.the Customer alters or repairs the Hardware without the written consent of the Supplier;

6.3.3.the Customer bypasses or circumvents documented electrical or software interfaces for controlling the Hardware without the prior agreement of the Supplier; or

6.3.4.the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage; or

6.3.5.the Customer uses accessories or replacement parts in connection with the Hardware which do not conform to the Supplier's specifications.

6.4.Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Hardwares' failure to comply with the warranty set out in this clause.

## 7.Charges and payment

7.1.The Charges for the Services shall be as set out in the Order, or on the Website at the time the Order is placed. If there are any discrepancies between prices published on our Website and prices appearing in an Order, the prices in the Order shall prevail.

7.2.The Charges shall be payable in full in cleared funds upon placement of an Order. Payment shall be made through Stripe or another payment service nominated by the Supplier. Time of payment is of the essence.

7.3.Unless otherwise stated, the price of the Services will be inclusive of amounts in respect of value added tax ("VAT"). Where exclusive of VAT, the Customer shall pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services.

7.4.If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Supplier reserves the right to suspend the Services and terminate the Contract and the Hardware will cease to operate to the pre-defined schedules and will operate under default operating conditions as set out in the Hardware instructions.

7.5.The Supplier reserves the right to amend the Charges at any time and to add, alter, or remove special offers from time to time. Changes in price will not affect any Order that a Customer has already purchased but will apply to any future Orders.

7.6.The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

## 8. Limitation of liability and indemnity

8.1. Nothing in these Conditions shall limit or exclude the Supplier's (or its employees', agents' or subcontractors') liability for:

8.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

8.1.2. fraud or fraudulent misrepresentation;

8.1.3. the protection of your personal information (as arising under applicable laws);

8.1.4. any other liability to the extent such liability may not be excluded or limited as a matter of law; or

8.1.5. in the event of the Customer purchasing Hardware, the Supplier does not exclude liability for the Customer's right to receive Hardware which is: as described and match information the Supplier provided to the Customer and any sample or model seen or examined by the Customer; of satisfactory quality; fit for any particular purpose made known to the Supplier; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987

8.2. Subject to the aforesaid, if in providing the Services to you, we fail to comply with these Conditions, we are responsible for direct loss or damage you suffer that is a foreseeable result of our breach or our negligence. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you started using the Services. Furthermore, our liability for business losses and losses to non-consumers is excluded. In any event, our total aggregate liability arising out of or in connection with the Services and/or these Conditions shall never exceed 100% of the Charges paid or payable by you in respect of the Service in dispute.

8.3. This clause shall survive termination of the Contract.

8.4. Nothing in this clause 8 should be interpreted as affecting or limiting your statutory rights.

## 9. Cooling off

9.1. If the Customer is a consumer in the European Union, by default it has a legal right to a "cooling-off" period within which it can cancel the Contract for any reason, including if it has changed its mind, and receive a refund. The period begins once the Supplier has sent the Customer an email confirmation of the Order and ends 14 calendar days later. If the

Customer wishes to exercise this right to cancel it may inform the Supplier of its cancellation in any way it wishes at the following contact details at [info@homelyenergy.com](mailto:info@homelyenergy.com). Refunds will be issued as soon as possible, and in any event within 14 calendar days using the same payment method that the Customer used when purchasing its Subscription (unless it specifically request a refund using a different method).

- 9.2. To exercise the right to cancel, the Customer must inform the Supplier of the decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email) or by using this model cancellation form set out in the box below.

***Cancellation form***

*To [insert the trader's name, geographical address and, where available, telephone number, fax number and email address]:*

*I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*]  
contract of sale of the following goods [\*]/the supply of the  
following service [\*,  
Ordered on [\*/received on [\*,  
Name of consumer(s),  
Address of consumer(s),  
Signature of consumer(s) (only if this form is notified on  
paper),  
Date  
[\*] Delete as appropriate*

- 9.3. To meet the cancellation deadline, it is sufficient for the Customer to send his/her communication concerning his/her exercise of the right to cancel before the cancellation period has expired.

- 9.4. If the Customer cancels this contract, the Supplier will reimburse to the Customer all payments received from the Customer, including the costs of delivery (except for the supplementary costs arising if the Customer chooses a type of delivery other than the least expensive type of standard delivery offered by the Supplier).
- 9.5. The Supplier may make a deduction from the reimbursement for loss in value of any Hardware supplied, if the loss is the result of unnecessary handling by the Customer.
- 9.6. The Supplier will make the reimbursement without undue delay, and not later than: 14 days after the day the Supplier received back from the Customer any Hardware supplied; or (if earlier) 14 days after the day the Customer provides evidence that her/she has returned the Hardware; or if there was no Hardware supplied, 14 days after the day on which the Supplier is informed about the Customer's decision to cancel this contract.
- 9.7. Any reimbursement using the same means of payment as the Customer used for the initial transaction, unless expressly agreed otherwise.
- 9.8. If the Customer received the Hardware, the Customer shall send back the Hardware to Karolis Petruskevicius, Flat 26 Maple Court, 1 Moseley Road, Manchester, M14 6HX, without undue delay and in any event not later than 14 days from the day on which the Customer communicate its cancellation from this contract to the Supplier. The Customer will have to bear the direct cost of returning the Hardware.

## 10. Customer's right to make changes

- 10.1. If the Customer wishes to make a change to Services ordered, please contact the Supplier at [info@homelyenergy.com](mailto:info@homelyenergy.com). The Supplier will let the Customer know if the change is possible. If it is possible the Supplier will let the Customer know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of the Customer's requested change and ask the Customer to confirm whether the Customer wishes to proceed with the change. If the Supplier cannot make the change or the consequences of making the change are unacceptable to the Customer, the Customer may end the Contract.

## 11. Termination

- 11.1. The Customer may end the Contract at any time if the Supplier has informed it of a forthcoming change to its Services, or to these Conditions that the Customer does not agree to if a change to the Order is not possible or not acceptable (see clause 10). If the change is set to take effect or apply before the end of the current Subscription, the Supplier will issue the Customer with a pro-rated refund equal to the remaining time left in that Subscription. The Customer also has a legal right to end the Contract at any time if the Supplier is in breach of it or if the Services are misdescribed. The Customer may also be

entitled to a full or partial refund and compensation. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

**11.2.** The Customer may add to or reduce the Services from time to time by contacting the Supplier's customer services team. If the Customer asks the Supplier to add any extra Services, the Customer agrees to accept such additional extras for at least the minimum period that applies to it. If the Customer asks the Supplier to reduce the Services within the minimum period for that Service or to terminate these Terms, the Supplier may ask the Customer to pay for the full Services as initially ordered and at the Supplier's sole discretion, may not reimburse the Customer for any unused Services.

## **12. Force majeure**

**12.1.** For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

**12.2.** The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event, provided the Supplier takes reasonable steps to prevent or minimise delay.

**12.3.** If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 30 days or is likely to result in substantial delay in provision of the Services, the Supplier shall, without limiting its other rights or remedies, have the penalty-free right to terminate this Contract immediately by giving written notice to the Customer.

## **13. General**

### **13.1. Assignment and other dealings.**

**13.1.1.** The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

### **13.2. Notices.**

**13.2.1.** Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office



(if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or email.

**13.2.2.** A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2.1 (“Notices”); if sent by pre-paid first class post or other next working day delivery service, at 12.00 pm on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

**13.2.3.** The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### **13.3. Severance**

**13.3.1.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**13.3.2.** If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**13.4. Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**13.5. No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party

the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

**13.6.Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

**13.7.Variation.** The Supplier may revise these Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If the Supplier changes these Conditions as they relate to the Customer's Services, it will give the Customer reasonable advance notice of the changes and provide details of how to cancel if the Customer is not happy with them.

**13.8.Governing law.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If the Customer lives in Scotland, he/she can bring legal proceedings in either the Scottish or the English courts. If the Customer lives in Northern Ireland, he/she can bring legal proceedings in either the Northern Irish or the English courts.

Both parties agree to the terms of this Contract by ticking the box below.