

## Terms and Conditions for installation of a smart thermostat

Where we install your smart thermostat, the following terms and conditions shall apply. Please read them carefully - important terms are highlighted in bold.

In these terms and conditions:

**“Installation”** means the installation of a smart thermostat in your home. Installation includes compatibility checks with your heating system, a pre-installation heating test, installation of the hardware to your wall, connection to wifi, brief product setup including demonstration and post installation heating test.

**“You”** or **“Your”** means the person requiring the smart thermostat to be installed at their property.

**“Homeserve”** or **“we”** or **“us”** means Homeserve Membership Limited, Cable Drive, Walsall WS2 7BN (registered in England with number 2770612). **This includes subcontractors that Homeserve uses to provide the Installation.**

Summary of your legal rights. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

With regard to the Installation, which is a “service” under the Consumer Rights Act 2015, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

1. Installations are booked online.
2. We will endeavour to carry out all installations within 28 days of purchase, where this is convenient for you. We will make every effort to complete the Installation on time and within the agreed time slot. Where this isn't possible, we will endeavour to give you as much notice as possible and rearrange the appointment with you. Installations usually last around an hour and are carried out Monday to Friday between 9am and 5pm.
3. We will need certain information from you that is necessary for us to provide the Installation, for example, type of heating system. We will request such information from you at the point of purchase. If you do not provide us with this information, or you provide us with incomplete or incorrect information, we may make an additional charge to cover any extra work that is required. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked.
4. Before installation, we will carry out a compatibility check with your existing heating system. Where such check highlights an incompatibility, we will inform you immediately. You can check compatibility yourself by visiting the product page on our website [www.shop.homeserve.com](http://www.shop.homeserve.com).
5. A working, always-on internet connection must be available at the place of installation. In order to use all the features of the mobile applications a mobile data connection is required. The availability and functioning of the internet connection is your sole responsibility.

6. During the appointment, we may have to suspend the Installation if we have to deal with technical problems or other issues (for example, asbestos). Where this is the case, we will inform you immediately.
7. During the appointment, we may identify that additional work is required for the Installation to be made. Where this is the case, we will inform you immediately and if there are any extra charges, we will agree those with you in advance.
8. **We will endeavour to provide the Installation without causing unnecessary damage to your property, but please be aware that the Installation may cause damage around the area of installation and that you may need to redecorate. We will fill any holes and leave the surface level but will not replace the original surface or construction. Any redecoration or repair of damage that may be needed following our work is your responsibility, unless we have been negligent.**
9. We will not be liable or responsible for any failure to perform, or delay in performance of, the Installation where this is caused by an Event Outside Our Control, meaning any act or event beyond our reasonable control, including without limitation sickness, dreadful traffic or weather conditions or something similar. If an Event Outside Our Control takes place that affects the performance of our obligations under these terms, we will contact you as soon as reasonably possible to notify you and we will endeavour to provide the Installation as soon as reasonably possible. You may cancel the contract if an Event Outside Our Control takes place and you no longer wish us to provide the Installation.
10. We guarantee the Installation for a period of 12 months from the appointment. This means that if any problems occur after the completion of the work and they are the result of any faulty workmanship relating to the Installation, we will remedy those problems at no further cost to you.
11. If we have not provided the Installation with reasonable care and skill you can ask us to put the service right. If that is impossible or if that cannot be done within a reasonable time or without significant inconvenience to you, you have the right to a price reduction. Where you have already paid the full price, this will mean giving you some money back.  
If we have not provided the Installation in line with information which you relied on then you can ask us to re-do the service until it is in line with the information we provided, and if that is impossible or would be inconvenient to you, you can ask for money back or a reduction in price.  
If we have not complied with information we gave about us then you are entitled to money back or a reduction in price. You are also entitled to money back where we do not provide the Installation within a reasonable time.  
Regardless of which right is breached, it is for you to prove that an Installation is substandard, meaning that the Installation provided did not meet the statutory rights under the Consumer Rights Act 2015.
12. Subject to Paragraph 14, you have the right to cancel the Installation within 14 days of entering into the contract for the Installation (the “**Cancellation Period**”) without giving any reason. You can use the [model cancellation form](#) or you can call us on the customer service number 0800 694 6111.
13. If you cancel this contract, we will reimburse all payments received from you relating to the Installation. We will make the reimbursement without undue delay and no later than 14 days after the day on which we are informed about your decision to cancel the Installation. We will reimburse you using the same means of payments as you used for the initial transaction, unless you expressly agree otherwise; in any event you will not incur any fees as a result of the reimbursement.
14. **If you request that the Installation be carried out before the end of the Cancellation Period, you hereby expressly waive your right to cancel the Installation. Where you**

**request the Installation to be provided during the Cancellation Period but subsequently cancel within the Cancellation Period, you will be charged for the Installation.**

15. If we have to cancel an Installation before it has started due to an Event Outside Our Control or the unavailability of key personnel or key materials necessary to provide the Installation, we will promptly contact you if this happens. If we have to cancel an Installation in those circumstances and you have made a payment, we will refund this amount to you.
16. If the rate of VAT changes between your order date and the date we provide the Installation, we will adjust the rate of VAT that you pay (unless you have already paid for the Product in full before the change in the rate of VAT takes effect).
17. We may cancel the contract for Installation at any time with immediate effect by giving you written notice if you do not pay us.
18. We are not responsible for the following:
  - a) any costs, loss or damage that you suffer as a result of not using the smart thermostat in accordance with the manufacturer guidelines;
  - b) any costs, loss or damage that you suffer as a result of a problem caused by your mobile phone, internet connection or heating system;
  - c) any increase in your utility bills;
  - d) any costs that you incur as a result of exceeding the permitted data limit on your broadband or mobile phone;
  - e) any loss or damage caused as a result of downloading or upgrading the software connected to the smart thermostat;
  - f) any costs, loss or damage that you suffer as a result of any unauthorised use of your mobile phone (e.g. if it is lost or stolen).
  - g) any loss or damage you suffer as a result of you or anyone else altering the radio frequency allocations of your system controls.
  - h) replacing the batteries for your smart thermostat.
  - i) any matters relating to the broadband internet connection to your home.
19. We will use the personal information you provide to us to provide you with the Installation. You agree and understand that we may store, process and use data collected from your request for an Installation. We'll keep that information safe and secure and only process it in accordance with the Data Protection Act 1998. We work with other companies that help provide the smart thermostat to you and as such we may have to share certain information with these companies for this purpose. We may pass your information on to our own group companies, tradesmen and other third parties for training and statistical analysis. We, or they, may also use your information to contact you via the telephone or post with products, services and/or promotions that we think may be of interest to you. If you do not wish to be contacted with any promotions please write to Freepost: RLYC-LXAL-GEEH, HomeServe, Cable Drive, Walsall, WS2 7BN.
20. We may transfer our rights and obligations under these terms to another organisation. We will always notify you in writing if this happens, but this will not affect your rights or our obligations under this agreement.
21. If you have any questions or if you have any complaints, please contact us at 0800 694 6111.
22. Our Privacy Policy explains what personal information we collect about you when you use Homeserve.com. You can view our Privacy Policy [here](#)
23. Our Cookie Policy explains how Homeserve.com uses cookies. You can view our Cookie Policy [here](#)

24. We may amend these Terms and Conditions at any time and will notify you in writing where this is the case.
25. These Terms, our Privacy Policy and our Cookie Policy set out the entire agreement between you and us.
26. **Notwithstanding your acceptance of General Terms and Conditions relating to the relevant smart thermostat, these Terms and Conditions (including the policies referred to herein) shall take precedence in case of conflict.**
27. These Terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.